

# GENERAL TENANCY AGREEMENT

Residential Tenancies Act 1994



## Part 1 Tenancy Details

**Item 1:**

1.1 Lessor

prorentals.com.au

Address for service

c/- prorentals.com.au

PO BOX 2044, Toowong QLD 4066 Postcode 4066

1.2 Telephone number

(07) 3876 0000

Facsimile number

(07) 3876 0111

**Item 2:**

2.1 Tenant

[Empty fields for tenant name and contact details]

2.2 Address for service (if different from address of the premises in item 4.1)

[Empty fields for address and postcode]

Telephone number

[Empty field for telephone number]

Facsimile number

[Empty field for facsimile number]

See clause 45 of the standard terms.

**Item 3:**

3.1 Lessor's Agent (see clause 44)

prorentals.com.au

Address for service

PO BOX 2044

Toowong QLD 4066 Postcode [Empty field]

3.2 Telephone number

(07) 3876 0000

Facsimile number

(07) 3876 0111

**Item 4:**

4.1 Address of the premises

[Empty fields for address and postcode]

4.2 Inclusions for the premises

as per Condition Report

Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.

**Item 5:**

5.1 The term of the agreement is [Empty field]

Insert "fixed term agreement" or "periodic agreement".

5.2 Starting on [Empty field] / [Empty field] / [Empty field]

5.3 Ending on [Empty field] / [Empty field] / [Empty field]

Fixed term agreements only. For continuation of tenancy, see clause 6 of the standard terms.

**Item 6:**

Rent \$ [Empty field] a week  a fortnight  a month

See clause 8(1) of the standard terms.

**Item 7:**

Rent must be paid on the [Empty field] day of each [fortnight]

Insert day, see clause 8(2) of the standard terms.

Insert week, fortnight or month.

**Item 8:**

Method of rent payment

BPay via Telephone or Internet prorentals Biller Code: 59915 Your Customer Reference Number:

Insert the way the rent must be paid. See clause 8(3) of the standard terms.

**Item 9:** Place of rent payment  
 via Telephone or Internet  
 Insert where the rent must be paid. See clause 8(4) to 8(6) of the standard terms.

**Item 10:** Rental Bond \$   
 Insert amount. See clause 13 of the standard terms.

**Item 11:** 11.1 The services supplied to the premises for which the tenant must pay -  
 (a) electricity  (b) gas   
 Write 'yes' or 'no' for each of (a) to (d). See clause 16. See clause 16.  
 (c) telephone  (d) any other service that tenant must pay   
 See special terms. See special terms.

11.2 If the tenant must pay for water supplied to the premises  
  
 Write 'yes' or 'no'. See clause 17.

**Item 12:** If the premises are not individually metered for a service under item 11.1, the apportionment of the cost of the service that the tenant must pay -  
 (a) for electricity  (b) for gas   
 Insert how apportion for each is worked out (for example, the tenant must pay a percentage of the total charge). See clause 16(c) of the standard terms.  
 (c) for telephone  (d) for any other service stated in item 11.1(d)   
 See special terms. See special terms.

**Item 13:** How services must be paid for (insert for each how the tenant must pay)  
 (a) for electricity  (b) for gas   
 See clause 16(d) of the standard terms. See clause 16(d) of the standard terms.  
 (c) for telephone  (d) for any other service stated in item 11.1(d)   
 See special terms. See special terms.

**Item 14:** Number of persons allowed to reside at the premises   
 Insert number. See clause 23 of the standard terms.

**Item 15:** 15.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?   
 If body corporate by-laws apply, write 'yes' or 'no'. Otherwise leave blank. See clause 22.  
 15.2 Indicate whether the tenant has been given a copy of the relevant by-laws   
 See clause 22 of the standard terms.

**Item 16:** 16.1 Pets approved  Write 'yes' or 'no'. See clause 24(1) of the standard terms.  
 16.2 The types and number of pets that may be kept -  
 Type  Number   
 See clause 24(2) of the standard terms.

**Item 17:** Nominated repairers -  
 (a) Electrical Repairs  Telephone   
 (b) Plumbing Repairs  Telephone   
 (c) Other  Telephone   
 Insert name and telephone number for each. See clause 31 of the standard terms.

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement –

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 4.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

#### 2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies Act 1994* (**the Act**), section 38, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.  
*Note:* Some breaches of this agreement may also be an offence under the Act, for example, if –
  - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under section 109 to 111; or
  - the tenant does not sign and return the entry condition report to the lessor or the lessor's agent under section 42.

#### 3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or item 2.
- (2) Each lessor named in item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named for item 2 –
  - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
  - (b) must perform all the tenant's obligations under this agreement.

### Division 2 Period of tenancy

#### 4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 5.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

#### 5 Entry condition report – s42

- (1) The lessor must prepare, in the approved form, sign and give the tenant 2 copies of a condition report for the premises.
- (2) The copies must be given –
  - (a) if the tenancy starts on or after the signing of this agreement – when this agreement is given to the tenant for signing; or
  - (b) if the tenant becomes entitled to occupy the premises under this agreement after it is given to the tenant for signing – on or before the day the tenant became entitled to occupy the premises.
- (3) The tenant must mark the copies of the report to show any parts the tenant disagrees with, and sign and return 1 copy to the lessor not later than 3 days after the tenant is entitled to occupy the premises.

*Note:* A well completed entry condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

#### 6 Continuation of fixed term agreement – s 46

- (1) This clause applies if –
  - (a) this agreement is a fixed term agreement and a special term does not provide for this agreement to continue after the term ends; and
  - (b) a notice to leave, a notice of intention to leave or an abandonment termination notice has not been given by the lessor or the tenant to the other party before the day the term ends; and
  - (c) the tenant continues to occupy the premises after that day.
- (2) This agreement, other than a term about this agreement's term, continues to apply on the basis that the tenant is holding over under a periodic tenancy.  
*Note:* For more information about the notices, see the information statement.

#### 7 Costs may apply to early ending of fixed term agreement – s 96(1A)

- (1) This clause applies if –
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.  
*Note:* For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 230, the lessor has a general duty to mitigate (avoid or reduce) the costs.

### Division 3 Rent

#### 8 When, how and where rent must be paid – ss 47 and 48

- (1) The tenant must pay the rent stated in this agreement for item 6.
- (2) The rent must be paid at the times stated in this agreement for item 7.
- (3) The rent must be paid –
  - (a) in the way stated in this agreement for item 8; or
  - (b) in another way agreed after the signing of this agreement by –
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 8 or no other way agreed – in an approved way under section 47<sup>1</sup>.
- (4) The rent must be paid at the place stated in this agreement for item 9.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 9 and there is no notice stating a place, the rent must be paid at an appropriate place.  
*Examples of an appropriate place:*
  - The lessor's address for service.
  - The lessor's agent's office.

#### 9 Rent in advance – s 49

The lessor may require the tenant to pay rent in advance only if the payment is not more than –

- (a) for a periodic agreement – 2 weeks rent; or
- (b) for a fixed term agreement – 1 month rent.

*Note:* Under section 49(2), the lessor or lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

#### 10 Rent increases – s 53

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.

<sup>1</sup> Section 47 (How rent to be paid) of the Act

- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than –
  - (a) for a periodic agreement – 2 months after the notice is given; or
  - (b) for a fixed term agreement – 1 month after the notice is given.
- (4) Subject to an order of a tribunal under section 53A<sup>2</sup>, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term –
  - (a) provides for a rent increase; and
  - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

#### 11 Application to tribunal about excessive increase – s 53A

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may, under section 53A, apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made –
  - (a) for a periodic agreement – within 30 days after the notice is received; or
  - (b) for fixed term agreement – before the term ends.

#### 12 Rent decreases – s 54

Under section 54, the rent may decrease in certain situations.

*Note:* For details of the situations, see the information statement.

### Division 4 Rental bond

#### 13 Rental bond required – ss 57 and 59

- (1) The tenant must, when the tenant signs this agreement, pay to the lessor or the lessor's agent any rental bond stated in this agreement for item 10.
- (2) However, a special term may require the bond to be paid at another stated time or by stated instalments.

*Note:* There is a maximum bond that may be required. See section 77 and the information statement.

- (3) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (4) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

*Example:* The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

*Note:* For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 65 to 74. Delay in applying may mean that payment is made on another application for payment.

#### 14 Increase in bond – s 83

- (1) The tenant must increase the rental bond if –
  - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
  - (b) the notice is given at least 11 months after –
    - (i) this agreement started; or
    - (ii) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and a day by which the increase must be made.
- (3) For sub-clause (2), the day must be at least 1 month after the tenant is given the notice.

<sup>2</sup> Section 53A (Tenant's application to tribunal about rent increase) of the Act

### Division 5 Outgoings

#### 15 Outgoings – s 89

The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.

*Examples:* Body corporate levies, council general rates, sewerage charges, environment levies, land tax.

#### 16 General service charges – ss 90 and 91

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if –

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 11.1; and
- (c) either –
  - (i) the premises are individually metered for the service; or
  - (ii) this agreement states for item 12 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 13 how the charge may be recovered by the lessor from the tenant.

*Note:* Section 91(3) limits the amount the tenant must pay.

#### 17 Water service charges - ss 90(1A) and 91A

- (1) The tenant must pay an amount for the water consumption charges for the premises if –
  - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) this agreement states for item 11.2 that the tenant must pay for water supplied to the premises.

*Note:* A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

- (2) However, the tenant does not have to pay an amount –
  - (a) that is more than the amount of the water consumption charges payable the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 91A of the Act.

*Note:* For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 94(3A)(a) to (e) of the Act.
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause –

**Water consumption charge**, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

*Note:* If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

### Division 6 Rights and obligations concerning the premises during tenancy

#### Subdivision 1 Occupation and use of premises

#### 18 No legal impediments to occupation – s 99

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

#### Examples of possible legal impediments:

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Standard Building Regulation 2006* before the premises can lawfully be occupied
- the zoning of the land might prevent use of the land as a residence.

#### 19 Vacant possession and quiet enjoyment – ss 100 and 101

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that, under a special term, the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

#### 20 Lessor's right to enter the premises – ss 109 to 114

The lessor or the lessor's agent may enter the premises during the tenancy only under sections 109 to 114<sup>3</sup>.

Note: See the information statement for details.

#### 21 Tenant's use of premises – ss 6 and 102

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not –
  - (a) use the premises for an illegal purpose; or
  - (b) cause a nuisance by the use of the premises; or

*Examples of things that may constitute a nuisance:*

  - using paints or chemicals on the premises that go onto or cause odours on adjoining land
  - causing loud noises
  - allowing large amounts of water to escape onto adjoining land.
  - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
  - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

#### 22 Units and Townhouses – s 45

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* applicable to –
  - a) the occupation of the premises; or
  - b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

#### 23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 14 may reside in the premises.

#### 24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 16.1 that pets are approved.
- (2) If this agreement states for item 16.1 that pets are approved and this agreement states for item 16.2 that only –
  - (a) a particular type of pet may be kept, only that type may be kept; or
  - (b) a particular number of pets may be kept, only that number may be kept; or
  - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

<sup>3</sup> Sections 109 (Grounds for entry), 110 (Notice of entry), 111 (General qualifications about entry), 112 (Rules of entry), 113 (Entry under order of tribunal) and 114 (Unlawful entry of premises) of the Act.

## Subdivision 2 Standard of premises

#### 25 Lessor's obligations – s 103

- (1) At the start of the tenancy, the lessor must ensure –
  - (a) the premises are clean and fit for the tenant to live in and are in good repair; and
  - (b) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must –
  - (a) maintain the premises in good repair and in a way that the premises remain fit for the tenant to live in; and
  - (b) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
  - (c) keep any common area included in the premises clean.

Note: For details about the maintenance, see the information statement.
- (3) In this clause –

**premises** include any common area available for use by the tenant with the premises.

#### 26 Tenant's obligations – s 106(1A) and (2)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not intentionally, maliciously or negligently damage, or allow someone else to intentionally, maliciously or negligently damage, the premises.

## Subdivision 3 The dwelling

#### 27 Supply of locks and keys – s 120

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that –
  - (a) secures an entry to the premises; or
  - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
  - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

#### 28 Changing locks – ss 121 and 122

- (1) The lessor or the tenant may change locks if –
  - (a) both agree to the change; or
  - (b) there is a tribunal order permitting the change; or
  - (c) there is a reasonable excuse for making the change.

*Example of a reasonable excuse –*  
an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless –
  - (a) a tribunal orders that a key not be given; or
  - (b) the other party agrees to not being given a key.

#### 29 Fixtures or structural changes – ss 117 to 119

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note: Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement.

*Examples of terms:*

  - that the tenant may remove the fixture
  - that the tenant must repair damage caused when removing the fixture

- that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
  - (4) The lessor must not act unreasonably in failing to agree.
  - (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –
    - (a) take action for a breach of a term of this agreement; or
    - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

#### Subdivision 4 Damage and repairs

##### 30 Meaning of emergency and routine repairs – ss 123A and 123B

- (1) **Emergency repairs** are works needed to repair any of the following –
  - (a) a burst water service or serious water service leak;
  - (b) a blocked or broken lavatory system;
  - (c) a serious roof leak;
  - (d) a gas leak;
  - (e) a dangerous electrical fault;
  - (f) flooding or serious flood damage;
  - (g) serious storm, fire or impact damage;
  - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
  - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
  - (j) a fault or damage that makes premises unsafe or insecure;
  - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
  - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) **Routine repairs** are repairs other than emergency repairs.

##### 31 Nominated repairer for emergency repairs – s 124

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either –
  - (a) in this agreement for item 17; or
  - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

##### 32 Notice of damage – s 125

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to –
  - (a) the nominated repairer for the repairs; or
  - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted – the lessor.

##### 33 Emergency repairs arranged by tenant – ss 126 and 127

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs if –
  - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
  - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.

*Note:* For how the tenant may require reimbursement for the repairs, see sections 127(2) and (3) and 128 and the information statement.

## Division 7 Restrictions on transfer or subletting by tenant

### 34 General – ss 144 and 146

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

*Note:* See clause 36 and the information statement for more information on how a tenancy may be terminated under the Act.

### 35 State assisted lessor or employees of lessor – s 143

- (1) This clause applies if the lessor is an entity receiving assistance from the State to supply rented accommodation or if the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

## Division 8 When agreement ends

### 36 Termination – s 151

This agreement terminates only if –

- (a) the tenant and the lessor agree in writing; or
- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day for the premises; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day for the premises; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises.

*Note:* For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

### 37 Condition premises must be left in – s 106(3)

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

*Examples of what may be fair wear and tear –*

- wear that happens during normal use
- changes that happen with ageing

### 38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

### 39 Tenant's forwarding address – s 115(2)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new address, tell the lessor or the agent the tenant's new residential or postal address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

#### 40 Exit condition report – s 42A

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 2 copies of the report to the lessor or the lessor's agent.

*Example of what might be as soon as practicable –*

when the tenant returns the keys to the premises to the lessor or the lessor's agent.

*Note:* For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copies of the report –
- (a) sign the copies; and
  - (b) if the lessor or agent does not agree with the report – show the parts of the report the lessor or agent disagrees with by marking the copies in an appropriate way; and
  - (c) either –
    - (i) if the tenant has given a forwarding address to the lessor or agent – return a copy to the tenant at the address; or
    - (ii) if a forwarding address has not been given – keep the copies.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 6 months after this agreement ends.

#### 41 Goods or documents left behind on premises – ss 230A to 230C

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 230A to 230C<sup>4</sup> of the Act.

*Note:* For details of the lessor's obligations under sections 230A to 230C, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

### Division 9 Miscellaneous

#### 42 No other payments required from tenant – s 95A

The lessor or lessor's agent must not ask for or receive from the tenant or anyone else an amount for entering into, extending or continuing this agreement, other than an amount for rent, a rental bond, or a fee or other amount required or permitted to be paid under the Act.

#### 43 Costs – s 39(6)

The lessor must pay all costs of preparing this agreement.

#### 44 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may:
- (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
  - (b) do any thing else the lessor may do, or is required to do, under this agreement.

#### 45 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.

*Note:* See the information statement for a list of the approved forms.

- (2) A notice from the tenant to the lessor may be given to the lessor's agent.

<sup>4</sup> Sections 230A (Goods left on premises), 230B (Documents left on premises) and 230C (Application about goods left on premises) of the Act

- (3) A notice may be given to a party to this agreement or the lessor's agent –
- (a) by giving it to the party or agent personally; or
  - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 – by leaving it at the address, sending it by prepaid post as a letter to the address or by sending it by facsimile to the address.
- (4) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (5) A party or the agent may change his or her address for service only by giving notice to each other party of a new address for service.
- (6) On the giving of a notice of new address for service for a party or the lessor's agent, the address for service stated in the notice is taken to be the party's or agent's address for service stated in this agreement for item 1, 2 or 3.
- (7) Unless the contrary is proved –
- (a) a notice left at an address for service under this clause is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent.

### Part 3 Special Terms

The Special Terms in Part 3 have been adopted and approved by The Real Estate Institute of Queensland Ltd.

#### 46 Occupation and use of premises

The tenant must not permit persons other than the persons nominated in the additional terms to reside at the premises.

#### 47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must–
- (a) not do anything that might block any plumbing or drains on the premises;
  - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
  - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
  - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
  - (e) keep the premises free from pests and vermin;
  - (f) keep the walls, floor, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 29;
  - (g) not intentionally or negligently damage the premises and inclusions;
  - (h) only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
  - (i) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
  - (j) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the occupancy regarding the condition of the premises include –
- (a) having the carpets shampooed/steam cleaned –

- (i) to the same standard they were in at the start of the tenancy, fair wear and tear excepted; and
  - (ii) on the last day of the occupancy; and
  - (iii) giving the lessor or lessor's agent a copy of any carpet cleaner's receipt;
  - (iv) if birds or animals have been kept at the premises, to pay for the premises to be fumigated and deodorised by a professional fumigator.
- (b) repairing the tenant's intentional or negligent damage to the premises or inclusions;
  - (c) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
  - (d) removing rubbish;
  - (e) replacing inclusions (fair wear and tear excepted);
  - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
  - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.
- (3) If the tenant does not meet the tenant's obligations at the end of the tenancy the lessor or the lessor's agent may pay for this to be done and claim the cost of doing so from the rental bond.

#### 48 Locks and keys and remote controls

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
- (a) replacing the key, access keycard or remote control; and
  - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) The tenant must return all keys, access keycard's and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.

#### 49 Early termination by tenant

If the tenancy is breached before the end of the tenancy specified in item 5 despite other provisions of this agreement the lessor may claim from the tenant -

- (a) the rent and service charges until the lessor re-lets the premises or the end of the tenancy as specified in item 5 whichever is the earlier; and
- (b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 96(1A) and 250).

#### 50 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor or the lessor's agent, its directors, officers, employees, and agents, from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant; and

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

#### 51 Lessor's Insurance

- (1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.
- (2) The lessor may claim from the tenant -
- (a) any increase in the premium of the lessor's insurance; and
  - (b) any excess on claim by the lessor on the lessor's insurance; and

(c) any other cost and expenses incurred by the lessor; as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

#### 52 Tenant's Insurance

It is the tenant's and approved occupant's responsibility to adequately insure their own property and possessions.

#### 53 Smoke Alarm Obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
- (a) at least once every 12 months; or
  - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period:
    - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
    - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the Lessor as soon as practicable if the tenants becomes aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
- (a) at least once every 12 months; or
  - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period.

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 17) to meet the tenant/s obligations listed under this clause, such engagement shall be at the tenant/s own cost and expense.



### Part 3 Special Terms

Insert any special terms here. See clauses 2(3) to 2(5).

- 1.1 The parties agree Annexure A forms part of this Tenancy Agreement
- 1.2 This Tenancy Agreement including Annexure A contains the entire understanding and all of the terms of the agreement between the parties in respect to the Tenancy
- 1.3 No oral promise, discussion, negotiation or representation leading up to this Tenancy Agreement will affect the interpretation of this Tenancy Agreement or constitute a collateral agreement, warranty or understanding upon which either party can rely.

Name of approved occupants

The tenant must receive a copy of the information statement and a copy of any applicable by-laws if copies have not previously been given to the tenant.

#### Signed by the lessor/lessor's agent

Name of lessor/lessor's agent

Signature of lessor/lessor's agent

on the  day of

in the presence of (witness)

#### Signed by the tenant

Name of the tenant

Signature of the tenant

on the  day of

in the presence of (witness)

#### Signed by the tenant

Name of the tenant

Signature of the tenant

on the  day of

in the presence of (witness)

#### Signed by the tenant

Name of the tenant

Signature of the tenant

on the  day of

in the presence of (witness)

**Property Address - \_\_\_\_\_**

**General Tenancy Agreement – Annexure A**

This Annexure has been prepared to highlight important issues during your tenancy. Some of the information is also contained in the Terms and Conditions of the General Tenancy Agreement which must also be read and understood.

**PROPERTY MANAGER DETAILS**

The tenant has been issued with the Property Managers' business card, and has noted the Property Managers' email address and direct telephone number. The tenant understands the Property Manager is the tenants' single point of contact at prorentals.com.au and that all communication is directed to the Property Manager. The tenant understands that the owner has appointed prorentals.com.au as their agent and all communication is to be via the Property Manager.

**TENANT DETAILS**

All of the approved tenants are listed on the tenancy agreement. The tenant has ensured all names are spelt correctly and understands that each tenant is equally responsible for the payment of the FULL rent on time and the care of the property. If there are any approved occupants who are not tenants, then they do not have this responsibility. The tenant's address for service is the postal address that all correspondence for the tenants will be sent to. If the tenant would prefer correspondence to go to an alternate address or PO Box they have informed the Property Manager of the address. The tenant acknowledges that any communication received from the Property Manager is for the attention of all tenants' and will ensure that messages are passed on to any other tenants. The tenant understands that only the tenants and approved occupants named on the tenancy agreement are to reside permanently at the property. The tenant has informed the Property Manager of all the tenants' contact details (email, mobile, new home number, work number) and if there is more than one tenant they have nominated a main contact.

**CHANGE OF TENANTS**

If a new tenant wishes to replace an existing tenant, the Property Manager must be informed immediately in order for the new occupant to complete an application and have it approved before moving in. If any tenant intends to move out of the property, the Property Manager must be notified even if no person is replacing that tenant. Any change of the tenants is subject to the approval of the owner.

**APPROVAL TO GIVE OUT TENANT DETAILS**

Our office is required to collect personal information from the tenant in order to manage the tenancy. The tenant agrees that the agent may give out the tenant's details (for example, name, home / work / mobile phone numbers, email addresses etc) to 3<sup>rd</sup> parties related to the property or as required by law. Examples of 3<sup>rd</sup> parties are: tradesmen, termite inspectors, valuers, salespeople, insurance companies, tribunals and courts etc.

**LEASE TERM**

The tenant understands the lease term is from the start date to the end date as specified on the lease, inclusive. The Property Manager has explained the process of renewing the lease. The Property Manager has explained the process in breaking the lease. The tenant understands they must give a minimum of 14 clear days notice in writing before vacating even if they intend to vacate on the end date of the fixed term lease and they have been given a Form 13 Notice of Intention to Leave and reply paid envelope to use when giving notice.

**RENTAL BOND**

The rental bond is equal to 4 weeks rent (unless otherwise specified in the Tenancy Agreement) and lodged with the RTA. After the tenant has vacated and a final inspection been conducted, the bond is released less any deductions that may need to be taken for cleaning/repairs etc.

Initialed by all Tenants:

Date:

**RENTAL PROPERTY ADDRESS**

The tenant has checked that the rental property address stated on the lease is definitely the property that they want to rent and they have inspected the property prior to signing the lease and agree that they are satisfied with the features and condition of the property.

**CONDITION REPORT**

The tenant has received the ORIGINAL Tenancy Condition Report and is signed on all pages by my Property Manager. The tenant has signed the file copy of the condition report on the last page as having received the condition report.

The tenant understands they have 3 days from the beginning of the lease to complete the tenant side of the condition report and return it to the Property Manager. The tenant understands that the condition report will be referred at the final vacating inspection and will be used to measure damage, wear etc on the property in relation to the bond refund.

The tenant has been issued with all necessary keys/remotes and manuals. The tenant has signed the photocopies of everything given to them and understands that these photocopies are referred to when the keys/remotes and manuals are returned. The tenant agrees to be responsible for the cost of any missing or damaged keys/remotes or manuals and will ensure that any batteries are charged.

NOTE: CONDITION REPORTS MUST BE RETURNED TO LEVEL 3

**RENT**

The tenant understands that the rental amount stated on the lease is due on a FORTNIGHTLY basis. The tenant has been issued with BPAY details sheet and a Rental Payment Schedule. The tenant understands that when using BPAY the rent must be paid by 3pm the previous working day to allow the funds to be received on the next day (the due date) eg. Rent is due on Friday - BPAY to be done by 3pm Thursday.

**LATE RENT**

The tenant understands that the rent must always be paid on time. Every contact made to a tenant regarding rental arrears is logged. The tenant understands they will be contacted each and every day that the rent is late and that formal Notices will be issued as per the RTA schedule. The tenant agrees to notify their Property Manager prior to the rent due date if a payment will be late (even if only 1 day late) so that the Property Manager has the opportunity to make arrangements with the owner regarding their loan repayments if necessary.

**RENT PAYMENT METHOD**

The tenant must pay rent via BPay using the telephone or internet. The tenant understands that the Property Manager does not accept cash payments in the office. Under limited circumstances the tenant may request to pay rent via bank cheque or money order in which case the tenant must ensure that it is received at the office by the due date. If a cheque is dishonoured the tenant will be responsible to pay the dishonour fee.

**ELECTICITY, TELEPHONE, GAS**

The tenant must arrange for the connection of any services at the property and has checked with the Property Manager if a Gas connection is required. The tenant understands that they have to pay for the usage of all services at the property. If the tenant is required to pay for any service which is not separately metered, they understand the process.

**GAS BOTTLES**

If gas bottles are provided with the property they must be refilled at the tenant's cost when the tenant vacates the property and a certificate/receipt provided to the agent.

**PHONE CONNECTION COSTS**

It has been explained to the tenant how to lodge a request for reimbursement of new phone line connection costs, and they understand that approval of this request is at the discretion of the owner.

**EXCESS WATER**

The water allocation is specified on the lease. If metered, the water consumption will be shown on the rates notice. The cost of water as per the rates notice in excess of this allowance may be recovered from the tenant by way of invoice.

Initialed by all Tenants:

Date:

**BODY CORPORATE BY-LAWS**

If the property is a unit / townhouse, the tenant has been issued with the Body Corporate By-laws. The Body Corporate By-laws explain the rules which apply to common property within the complex, the use of external areas of your property, noise limits etc.

**PETS**

The tenant must obtain written approval from the Property Manager before allowing any pets to be kept at the property, even if the pets will only be at the property for a short time. If the tenant keeps any kind of pet (for example dog, cat or bird) at the property they are responsible to have the property professionally treated for fleas both inside and outside at the end of the tenancy at the tenants' expense and the tenant agrees to provide a receipt to the Property Manager upon vacating. The tenant is responsible for any damage done to the property (including lawns and gardens) by the pets. The tenant also agrees that if there is evidence of pet urine (stains / smells) inside the property, they will be professionally treated and if this is not successful then the carpet underlay will be replaced at the tenants' expense. The tenant agrees to immediately clean up after their pets and take all necessary sanitation precautions to keep the property in hygienic condition. Any pet will need to be registered with the local council.

**IMPORTANT – LIABILITY FOR PETS**

The tenant accepts full responsibility for any animal that the tenant brings or allows upon the rented premises with or without the consent of the lessor/agent and will be solely liable for all loss and damage or injuries suffered by any person who is attacked by any such animal but if any action is brought against the lessor/agent by any person despite the tenant being responsible as aforesaid, the tenant will indemnify and hold harmless the lessor/agent from any claim, action, suit or demand brought against the lessor/agent by any person injured by such animal.

**PEST CONTROL**

The owner is responsible for general pest control (cockroaches, ants and spiders) as required but not more than once per year. The owner is responsible for the cost of any termite inspection. The tenant agrees that they are responsible for the treatment & removal of bed bugs if the property is found to be infested. If the tenant would like the property to be checked for bed bugs at the beginning of the tenancy then this will be at their own cost.

**GARAGE, CAR PARKS AND DRIVEWAYS**

Motor vehicles (for example: cars, motorbikes, boats and vans) are only to be parked in the designated areas. It is prohibited to park on the front lawn areas, nature strips, or other lawn areas, and must repair / replace any damaged lawns. In unit complexes, designated visitor car parks are prohibited by the Body Corporate By-laws from being used by residents. The tenant is encouraged to use drip trays / mats underneath any motor vehicle. The tenant agrees to have any hard surfaces which may be used by a motor vehicle professionally cleaned if the tenant is unable to remove stains.

**TENANT'S INSURANCE**

The tenant understands that it is the tenant's responsibility to insure their own belongings and furniture etc which are kept at the property. The tenant understands that even if their belongings are damaged through no fault of their own (for example, burst water pipes) the owner's or body corporate insurance DOES NOT cover tenant belongings.

**CARE OF GARDEN**

The tenant agrees to keep the grounds in a clean and tidy condition during and at the end of the tenancy including as required; pruning of trees and plants, weeding lawns / garden beds / between pavers, weed spraying, removal of rubbish (including grass clippings, pruned branches, and fallen matter i.e palm fronds), de-cobbing, and watering as appropriate giving the nature of the grounds and water restrictions. Failure to complete these tasks may result in professional costs for which the tenant would be responsible.

**POT PLANTS**

The tenant will ensure that any pot plants will be raised off the surface (carpets / timber / balcony tiles) and include a saucer to catch excess water to avoid surface stains. Any stains will be professionally removed at the tenants' cost.

Initialed by all Tenants:

Date:

**LIGHT BULBS**

The tenant agrees they are responsible for replacing any light bulbs which fail during the tenancy, except for those which require a licenced electrician or special tools (such as an extension ladder).

**TIMBER FLOORS**

The tenant will ensure that any furniture placed on timber floors will have appropriate padding (for example felt on chair legs, bed legs on a rug etc.) where the furniture comes into contact with the floor to avoid scratches/dents. The tenant will ensure that footwear does not mark the timber floors, for example by not wearing stiletto heels and checking other footwear for embedded stones etc.

**CARPET CARE DURING TENANCY**

The tenant agrees to immediately treat any stains / marks on the carpet to avoid the stains / marks becoming permanent. If necessary, a professional carpet cleaner should be engaged by the tenant at the tenants' expense. If stains / marks become permanent the carpets may require replacement at the tenants' expense.

**SMOKING**

The tenant(s) acknowledge that smoking is not permitted inside the premises and accept all responsibility for any damages resulting from such action such as discolouration to paint on walls/ceilings and damage to blinds and cupboards etc.

**SMOKE DETECTORS**

As of 1 July 2007, the *Fire and Rescue Service Amendment Act 2006* requires that tenant/s clean and test all smoke alarms that are in their rentals home. This must be done at least once during a twelve month tenancy. The cleaning and testing of alarms applies to tenancies of 12 months or longer, or if your tenancy is, or becomes a periodic tenancy.

It is also a requirement that tenants change the battery in any smoke alarms/s when it is flat, or almost flat. If you become aware that a smoke alarm has failed or is about to fail, other than because of a flat battery please advise our agency immediately.

If you are unable to fulfil your legislative duties personally, our agency can supply a list of preferred contractors that can carry out the work for you at your expense. Or, if you prefer, you can appoint your own contractor. It is strongly recommended that you ensure that any contractors that are appointed on your own behalf carry adequate qualification (if required) and hold public liability insurance.

**ELECTRICAL SAFETY SWITCHES**

The tenant acknowledges that tradesmen that attend the property may need to cut power to the property in order to make repairs or test the electrical safety switch. This will in turn cause the temporary shut down of all electrical items.

**EMERGENCY REPAIRS**

The lease identifies the situations which are classified by the Residential Tenancies Act as "emergency repairs". The tenant understands the meaning of an emergency repair and that all maintenance is to go through the Property Manager otherwise the tenant may be liable to pay any invoices for work that the tenant organises themselves. If an emergency repair is required, then the first step is to contact the Property Manager. If the office is closed, then leave a detailed message on the answering service, and then contact one of the emergency repairers listed on the lease.

**POOL MAINTENANCE**

The tenant agrees that it is their responsibility to keep the pool / filter / equipment in a well maintained safe condition, including cleaning / backwashing / chemicals unless otherwise stated in the lease documentation. The tenant must give the Property Manager a Certificate stating the pool is in a satisfactory condition dated when they return the keys after vacating the property at the end of the lease. If it is noted the pool is not being maintained during the tenancy, the tenant will be issued a Form 11 Notice to Remedy Breach. Failure to remedy this breach will result in a professional pool cleaner attending the property. The tenant must pay for any associated cost to restore the pool to a satisfactory condition if caused by tenant neglect. The tenant will immediately notify the agent via a Maintenance Request Form if they become aware of any deterioration in the pool fencing or gate that could pose a safety risk.

Initialed by all Tenants:

Date:

**MAINTENANCE REQUESTS**

The tenant has been issued with a Maintenance Request Form, and understands that all maintenance must be reported in writing. The tenant agrees to notify the Property Manager of any damage or repairs that may be required on the property. At all times the tenant's first contact point for repairs will be the Property Manager. If a tradesperson performs work at the property, the tenant agrees to contact the agent when that work has been completed. If a tradesperson performs routine maintenance at the property, the tenant will be given the opportunity to schedule a day / time with the tradesman during normal business hours so that the tenant can be present. If the tenant cannot be present during normal business hours then the tradesman will gain access to the property via the Property Managers' keys. After-hours or before-hours callouts would only be arranged for emergency repairs. If a tradesman performs work at the property and advises the Property Manager that the issue was caused by the tenant, then the tenant agrees to be responsible for payment of the account. For example, power failure caused by a faulty tenant appliance, foreign object blocking toilet / garbage disposal unit (please note that "female sanitary products" are not permitted to enter the Brisbane City Council sewer system). It is the tenants' responsibility to replace any light bulbs which fail during the lease and replace any cracked or broken windows or screens.

**PICTURE HOOKS / BLUE TAC / NAILS / ADHESIVES**

The tenant agrees that no such items will be attached to the property without written approval from the Property Manager. The tenant will be held responsible for any damage to the property by the removal of these items if approval was not granted.

**PICTURE HOOK ETC INSTALLATION REQUESTS**

To lodge an application for such items, the tenant must supply a rough floor plan of the property identifying with an "X" the location of each proposed item. This plan will then be discussed with the owner and the response communicated to the tenant. The tenant is advised that they should not proceed with installing any items until they have received written approval from the Property Manager which may contain conditions.

**LOCKED OUT OF PROPERTY**

If the tenant locks themselves out of their property outside of office hours the tenant will have to contact a qualified locksmith such as the one listed on the lease and the tenant will be responsible for all costs incurred. Only during office hours can the tenant come to the office to collect the spare set of keys, but must provide identification and a \$50 key deposit and must return the keys the same day.

**BREAKING THE LEASE**

The Property Manager can assist the tenant should the tenant need to break the lease by leaving early. The first step in breaking the lease is to sign and return the Agreement to Terminate Fixed Term Tenancy. The tenant will be responsible for paying rent up until the day prior to the start date of a suitable replacement tenancy plus a re-letting fee of one-weeks rent plus GST. The tenant will also be responsible for paying for the smoke alarms to be function tested by an appropriately qualified technician and the receipt provided to the Property Manager. A suitable replacement tenancy is one in which:

- Applicants are approved by this office after reference checking;
- New fixed-term tenancy agreement is signed;
- Expiry date not before the end of your tenancy;
- Weekly rent of not less than your tenancy

While the tenant is still living in the property, the tenant will be required to show the property to prospective replacement tenants. The tenant will be required to provide the Property Manager with a contact number that can be provided to prospective replacement tenants so that an inspection time can be arranged directly with the tenant.

The tenant will also be required to complete the standard vacating procedure, such as carpet cleaning and general cleaning of the property. The tenant should allow sufficient time between vacating the property and the start date of the replacement tenancy (such as three business days) to complete the cleaning and bond refund inspection process.

Initialed by all Tenants:  
Date:

**PROCEDURE FOR END OF TENANCY**

If the tenant wishes to move out on the end date of the lease, the tenant must still give 2 weeks notice prior to the end date. The tenant agrees that when giving notice that it must be in writing using the enclosed Form 13 Notice of Intention to Leave and handed or faxed to the Property Manager. The notice is not effective until the Property Manager receives the form. The tenant agrees that if the premises are not cleaned to the satisfaction of the Property Manager by reference to the initial condition report within a reasonable time upon vacating, then a professional cleaner will be engaged to return the property to the condition it was at the start of the tenancy and the cost will be deducted from the tenant's bond. The tenant agrees to have the carpets / soft-furnishings / curtains professionally cleaned upon vacating and to deliver to the agent the original of the receipt when the keys are returned. The tenant understands that rent is due up to the day the above tasks have been completed and the property returned to the same condition as at the start of the tenancy.

**COMPLAINT HANDLING PROCEDURE**

The Property Manager is required to follow the Code of Conduct as specified in the Property Agents and Motor Dealers Act. Should an issue arise during the lease, the first point of contact for the tenant is the Property Manager. The Property Manager is the person most familiar with the property and has the best relationship with the owner. If the tenant is not satisfied with the resolution provided by the Property Manager, the next step is to detail the complete history of the issue in writing and send it to:

Customer Assurance –  
prorentals.com.au  
PO BOX 2044  
TOOWONG QLD 4066  
FAX: 07 3721 6917 or  
[customerassurance@prorentals.com.au](mailto:customerassurance@prorentals.com.au)

The tenant will then receive a response within 5 business days.  
The tenant may also seek advice from the Residential Tenancies Authority on 1300 366 311.

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Initialed by all Tenants:  
Date:

The tenant(s) agree that they have read and understood the above information, were given an opportunity to ask questions, and that this Annexure A forms part of their tenancy agreement.

Tenant #1 Name:

Email Address:  This is my best contact method

Signature: Date:

Tenant #2 Name:

Email Address:  This is my best contact method

Signature: Date:

Tenant #3 Name:

Email Address:  This is my best contact method

Signature: Date:

Tenant #4 Name:

Email Address:  This is my best contact method

Signature: Date:

Tenant #5 Name:

Email Address:  This is my best contact method

Signature: Date:

Tenant #6 Name:

Email Address:  This is my best contact method

Signature: Date:

Witnessed by prorentals.com.au

Signature: Date:

Initialed by all Tenants:  
Date: