

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

**DRAFT**

## Part 1 Tenancy details

**Item 1** 1.1 Lessor

Name/trading name Churches of Christ Housing Services Limited - ABN 25 604 517 026

Address

Head Office; 41 Brookfield Road Kenmore QLD

Postcode 4069

1.2 Phone

Mobile

Email

1800 406 566

housingservices@cofcqld.com.au

**Item 2** 2.1 Tenant/s

Tenant 1 Full name/s

Phone

Email

Tenant 2 Full name/s

Phone

Email

Tenant 3 Full name/s

Phone

Email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list

**Item 3** 3.1 Agent If applicable. See clause 43

Full name/trading name NA

Address

NA

Postcode

3.2 Phone

Mobile

Email

NA

**Item 4** Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor

Email Yes  No  housingservices@cofcqld.com.au

Facsimile Yes  No

4.2 Tenant/s

Email Yes  No

Facsimile Yes  No

4.3 Agent

Email Yes  No

Facsimile Yes  No

**Item 5** 5.1 Address of the rental premises

Postcode

5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary

See - Entry Condition Report

**Item 6** 6.1 The term of the agreement is  fixed term agreement  periodic agreement

6.2 Starting on / /

6.3 Ending on / /

Fixed term agreements only.  
For continuation of tenancy agreement, see clause 6



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**Item 7** Rent \$  per  week  fortnight  month See clause 8(1)

**Item 8** Rent must be paid on the  day of each   
Insert day. See clause 8(2) Insert week, fortnight or month

**Item 9** Method of rent payment Insert the way the rent must be paid. See clause 8(3)

Centrepay Deduction - Deposit Book - Direct Transfer

Details for direct credit

BSB no.       Bank/building society/credit union  Westpac Bank

Account no.           Account name  Churches of Christ Housing Services

Payment reference

**Item 10** Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)

NA

**Item 11** Rental bond amount \$  See clause 13

**Item 12** 12.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity  Yes  No Any other service that a tenant must pay  Yes  No  
Gas  Yes  No Type  See special terms (page 8)  
Phone  Yes  No

12.2 Is the tenant to pay for water supplied to the premises See clause 17

Yes  No

**Item 13** If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity  Any other service stated in item 12.1   
Gas  See special terms (page 8)  
Phone

**Item 14** How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity   
Gas   
Phone   
Any other service stated in item 12.1   
See special terms (page 8)

**Item 15** Number of persons allowed to reside at the premises  See clause 23

**Item 16** 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?  Yes  No  
See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22  Yes  No

**Item 17** 17.1 Pets approved  Yes  No See clause 24(1)

17.2 The types and number of pets that may be kept See clause 24(2)

Type  Number  Type  Number

**Item 18** Nominated repairers Insert name and telephone number for each. See clause 31

Electrical repairs  Phone   
Plumbing repairs  Phone   
Other  Phone

## 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 5.2; 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 and Rooming Accommodation Act 2008 (the Act)*, section 55, 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 sections 192 to 199; or
  - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

#### 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 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement 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 6.2.
- (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 – s 65

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

*Note* – A well completed 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.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

#### 6 Continuation of fixed term agreement – s 70

- (1) This clause applies if –
  - (a) this agreement is a fixed term agreement; and
  - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) –
    - (i) a notice to leave;
    - (ii) a notice of intention to leave;
    - (iii) an abandonment termination notice;
    - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
    - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

*Note* – For more information about the notices, see the information statement.

#### 7 Costs apply to early ending of fixed term agreement

- (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 362, 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 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid –
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the 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 9 or no way agreed after the signing of this agreement – in an approved way under section 83(4).
- (4) The rent must be paid at the place stated in this agreement for item 10.
- (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 10 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 87

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 87(2), the lessor or the 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 – ss 91 and 93**

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (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 the later of the following –
  - (a) 2 months after the notice is given;
  - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, 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 92**

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

## **12 Rent decreases – s 94**

Under section 94, 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 111 and 116**

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
  - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments – by instalments; or
  - (c) otherwise – when the tenant signs this agreement.
- (2) 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.
- (3) 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 125 to 141. Delay in applying may mean that payment is made on another application for payment.

### **14 Increase in bond – s 154**

- (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 the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

## **Division 5 Outgoings**

### **15 Outgoings – s 163**

- (1) 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
- (2) This clause does not apply if –
  - (a) the lessor is the State; and
  - (b) rent is not payable under the agreement; and
  - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

### **16 General service charges – ss 164 and 165**

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 12.1; and
- (c) either –
  - (i) the premises are individually metered for the service; or
  - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

*Note* – Section 165(3) limits the amount the tenant must pay.

### **17 Water service charges – ss 164 and 166**

- (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 12.2 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 to 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 166.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (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 181

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 *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

#### 19 Vacant possession and quiet enjoyment – ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

*Editor's note –* Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the 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 192–199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

*Note –* See the information statement for details.

#### 21 Tenant's use of premises – ss 10 and 184

- (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 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* 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 15 may reside at the premises.

#### 24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 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.

#### Subdivision 2 Standard of premises

#### 25 Lessor's obligations – s 185

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

*Note –* For details about the maintenance, see the information statement.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if –
  - (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - (d) the non-standard items are not a risk to health or safety; and
  - (e) for fixtures – the fixtures were not attached to the premises by the lessor.
- (4) In this clause –

**non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

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

#### 26 Tenant's obligations – s 188(2) and (3)

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

#### Subdivision 3 The dwelling

#### 27 Fixtures or structural changes – ss 207–209

- (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 the 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).

## 28 Supply of locks and keys – s 210

- (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).

## 29 Changing locks – ss 211 and 212

- (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.

## Subdivision 4 Damage and repairs

### 30 Meaning of emergency and routine repairs – ss 214 and 215

- (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 the 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 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either –
- (a) in this agreement for item 18; 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 217

- (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 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the 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 219(2) and (3) and 220 and the information statement.

## Division 7 Restrictions on transfer or subletting by tenant

### 34 General – ss 238 and 240

- (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 the 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.

### 35 State assisted lessors or employees of lessor – s 237

- (1) This clause applies if –
- (a) the lessor is the State; or
  - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
  - (c) 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 Ending of agreement – s 277

- (1) This agreement ends 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; 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; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises; or
- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, 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.

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

*Note* – See the information statement for details.

### 37 Condition premises must be left in – s 188(4)

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 205(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 residential address, tell the lessor or the agent the tenant's new residential 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 66

- (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 1 copy 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 copy of the report –
  - (a) sign the copy; 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 copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent – make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

### 41 Goods or documents left behind on premises – ss 363 and 364

- (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 363 and 364.

*Note* – For details of the lessor's obligations under sections 363 and 364, 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 Supply of goods and services – s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.

*Note* – See section 164 for what is a service charge.

### 43 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.

### 44 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.
- (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
  - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email – by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) 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.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved –
  - (a) a notice left at an address for service 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; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

**Part 3 Special terms** Insert any special terms here and/or attach a separate list if required. See clause 2(4) to 2(6)

The following Attachments form part of, and are expressly incorporated into, the terms of this General Tenancy Agreement:
Attachment A - Special Terms
Attachment B - Annexure A
Attachment C - Communal Rules or By-laws (where applicable)
Item 18 of General Tenancy Agreement - Repairs and Maintenance Information Sheet

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA—give this form to the tenant/s, keep a copy for your records.**

**Signature of lessor/agent**

Name/trading name

Signature

Date / /

**in the presence of (witness)**

Print name

Witness signature

Date / /

**Signature of tenant 1**

Print name

Signature

Date / /

**in the presence of (witness)**

Print name

Witness signature

Date / /

**Signature of tenant 2**

Print name

Signature

Date / /

**in the presence of (witness)**

Print name

Witness signature

Date / /

**Signature of tenant 3**

Print name

Signature

Date / /

**in the presence of (witness)**

Print name

Witness signature

Date / /



This is Attachment A to, and forms part of the General Tenancy Agreement. These terms are in addition to the Standard Terms and the parties have agreed to the Special Terms.

In this Special Terms, reference to 'Lessor' includes the Agent that may be acting on the Lessor's behalf.

### 1. Provision of Documents

The Tenant acknowledges receiving:

- 1.1. an Entry Condition Report for the Premises and understands that the Tenant is responsible for completing and returning a copy to the Lessor within three (3) working days; and
- 1.2. a copy of the Residential Tenancies Renting a House or Unit in Queensland (Form 17A).

### 2. Care of Premises

The Tenant agrees to:

- a. operate and maintain appliances in accordance with the Lessor's and/or manufacturer's instructions
- b. maintain the dishwasher and air-conditioner, where provided, by cleaning the filter on a regular basis
- c. maintain exhaust and ceiling fans by removing dust and oil, on a regular basis
- d. remove garden waste from the Premises which, includes grass clippings and pet waste
- e. replace light bulbs and florescent tubes during the term of the tenancy
- f. replace broken glass where the breakage is a result of the Tenant or Tenant's guest/s' actions
- g. place household rubbish in the bins provided by the local authority and move them for collection on the designated day and return them to the Premises as soon as practicable after collection
- h. fill the hot water system where required
- i. hang washing or like items in the areas provided or designated drying
- j. park vehicles in provided spaces, not on grass/lawn, keeping the area free from oil
- k. immediately notify the Lessor of an infestation of pests or rodents and any infestation caused by the action, or neglect of the Tenant, will be the Tenant's responsibility to remedy.

The tenant agrees not to:

- l. paint, mark or deface the Premises or use nails, screws or adhesives without the prior written consent of the Lessor
- m. smoke inside the premises at anytime
- n. damage or block the plumbing, drainage or sewage system servicing the Premises including by flushing non-flushable items in the toilet or filling drains with excess hair or oils
- o. construct and or use a portable wading pool, spa or such other regulated pool/s on the Premises.

### 3. During the tenancy

The Tenant agrees and acknowledges that:

- 3.1. Only persons specified at application for the tenancy or on the Tenancy Agreement, up to the maximum number of persons authorised under this Agreement, may reside at the Premises.
  - 3.1.1. Approval must be provided by the Lessor, in writing, for any other person to reside at the Premises during the tenancy.
- 3.2. The Tenant must not grant any other person a licence to occupy or use the whole or part of the Premises for the Tenant's commercial or financial gain without the Lessor's prior written consent.
- 3.3. Heavy or unregistered vehicles cannot be kept at the Premises or parked in surrounding suburban streets, in accordance with local council by laws.
- 3.4. Damage caused to the Premises by an act of vandalism or criminal activity including break and enter, not caused by the Tenant or Tenant's visitor/s, must be reported to the police and the Lessor, with a crime report number provided.
- 3.5. The Tenant must not keep or allow pets on the Premises without prior written approval from the Lessor and if approved the approval conditions, will form part of this Agreement.
- 3.6. The Tenant will advise the Lessor of any absence from the Premises of more than two weeks and must seek prior written approval from the Lessor for any absence longer than eight weeks.

- 3.7. The Lessor will maintain possession of keys to the Premises for the purpose of conducting periodic property inspections and carrying out emergency repairs and maintenance.
  - 3.8. The Tenant will be responsible for costs associated with the loss or replacement of keys, locks or security devices and locksmith services if required.
  - 3.9. The Tenant is responsible for testing and cleaning the smoke alarm/s in the Premises at least once every 12 months and for changing the batteries as required.
    - 3.9.1. The Tenant must not interfere with a smoke alarm, including by removing, relocating or covering, and understands that penalties may result under the Fire and Rescue Service Act 1990.
  - 3.10. The Tenant permits the Lessor, upon entry to the Premises to photographically record the condition of the Premises for the purposes of identifying any maintenance, damage or defects that become apparent during the inspection.
    - 3.10.3. Photos may be distributed to persons involved in the rectification of such maintenance, damage or defects including the Lessor's contractors.
    - 3.10.4. Photos will not be used for advertising or any other purpose and copies will be provided to the Tenant upon request.
    - 3.10.5. Should the Lessor require photos of the Premises for any other purpose, the Lessor will obtain the Tenant's written authorisation.
    - 3.10.6. Reasonable care will be taken to avoid photographing the Tenant's personal property and effects.
  - 3.11. The parties agree to the delivery and service of documents or other communication via electronic means including SMS text messaging, email or other form of electronic communication where such information has been provided by a party in the Agreement.
  - 3.12. The Tenant will keep personal details, including phone numbers and emergency contacts, up to date and promptly advise the Lessor of any change.
  - 3.13. Rent is payable two weeks in advance for the duration of the tenancy.
  - 3.14. The Lessor may claim from the Tenant any reasonable costs of expenses incurred by the Lessor arising from or as a result of:
    - a. The acts or omissions of the Tenant, the Tenant's guests or invitees.
    - b. The Tenant's failure to comply with the Tenant's obligations under the Act or this Agreement.If the Tenant is in breach of any of obligations under this Tenancy Agreement, the Lessor may rectify such breach and claim the cost from the Tenant, subject to the provisions of the Act.
4. Liability and insurance
- The Tenant agrees and acknowledges that:
- 4.1. Except in the case where the Lessor has been negligent or fails to comply with obligations under the Act, the Lessor will not be liable for any loss or damage suffered by the Tenant or other persons on the Premises with respect to either person or property and the Tenant indemnifies the Lessor against all liability with respect to injury or damage to the Tenant or other persons or the property of either occurring on the Premises as a result of any act or omission by the Tenant or others on the Premises with the consent of the Tenant.
  - 4.2. The Tenant will not, by act or omission, do anything which would cause any increase in the premium of any insurance the Lessor may have over the Premises (or their contents) or cause such insurance policy to be invalidated.
  - 4.3. The Tenant is responsible for insuring the Tenant's own property (contents, belongings and motor vehicles) kept on the premises.
5. Privacy
- 5.1. Churches of Christ Housing Services is required to collect personal information in order to provide the Tenant with housing assistance and without the provision of certain information, Churches of Christ Housing Services may not be able to effectively administer this Agreement.
  - 5.2. Churches of Christ Housing Services will comply with the provisions of the Privacy Principles of the Privacy Act 1988 and will maintain a Privacy Policy. The privacy policy outlines how Churches of Christ Housing Services collects and uses personal information and is available on its website and upon request.
  - 5.3. The Tenant may access such personal information and request correction or amendment to any

inaccurate, incomplete, outdated or irrelevant information.

- 5.4. The Tenant agrees and acknowledges that Churches of Christ Housing Services may, subject to the *Privacy Act 1988* (where applicable), use and disclose personal information to:
- the Lessor of the Premises to which this Tenancy Agreement applies
  - tradespeople and contractors engaged by the Lessor or Churches of Christ Housing Services in order to facilitate works with respect to the Premises
  - the Queensland Government for the purpose of administering housing services and measuring social housing statistics
  - nominated referees to confirm information provided by the Tenant
  - utility service providers, where the Tenant has opted for such a service, for the purpose of enabling the connection and/or disconnection of services
  - a body corporate for the purpose of managing the Premises
  - insurance companies, authorised Churches of Christ Housing Services personnel
  - courts and tribunals and other third parties as may be required by Churches of Christ Housing Services relating to the administration of the Premises and use of the services provided by Churches of Christ Housing Services
  - any other party where required by law.

### 6. Vacating the Premises

The Tenant agrees, upon vacating the Premises, the Tenant will:

- Return all keys, access cards and other security devices (if any) and incur the replacement cost should any of these items not be returned or lost at any time.
- On the last day of the tenancy, have all carpets and soft furnishings (if applicable) in the Premises professionally cleaned, to Australian Professional Standards, and provide a receipt to the Lessor at the time the keys are returned.
- On the last day of the tenancy, have the Premises professionally treated for fleas and or lice, by a licensed pest controller, both internally and externally, with an attached warranty period for a three (3) month period if a pet has been kept on the property, and provide a receipt to the Lessor at the time the keys are returned.
- Remove all belongings from the Premises including rubbish and unwanted property on the Premises which, is not the property of the Lessor.
- Leave the Premises (including the garden area) in a neat and tidy condition with respect to the condition at the commencement of the tenancy.
- Return all remote control devices in good working condition including batteries and incur the replacement cost should any of these items not be returned or lost at any time.
- Repair any damage to the Premises caused as a result of the Tenant or Tenant's guest's actions including damage caused by the Tenant's pets.
  - The Tenant acknowledges any damage must be repaired or replaced to a tradesman like finish with respect to the condition and specification at the commencement of the tenancy.

### 7. End of Agreement

- The Lessor will rectify any breach of the Tenant's obligations under this Agreement, and claim the cost of such rectification from the rental bond or the Tenant, subject to the provisions of the Act.
- In the event that a Fixed Term Agreement is terminated by the Tenant before the end date of the Agreement:
  - The Tenant agrees to continue to fulfil their obligations under this agreement, until another General Tenancy Agreement is entered into by the Lessor for the Premises or until the Tenant's General Tenancy Agreement expires, whichever is sooner.
  - The Tenant may be liable to pay any loss of rent incurred by the Lessor in re-letting the Premises where the Lessor has taken steps to reduce or minimise rental losses.

Tenant name:			
Signature:		Date:	
Tenant name:			
Signature:		Date:	

This is Attachment B, and forms part of the General Tenancy Agreement. These terms are in addition to the Standard Terms and the parties have agreed to the Special Terms.

The Tenant acknowledges and agrees:

1. The Tenant occupies the Premises under an affordable living housing program designed to assist lower income earners and their approved occupants. The program is administered by the Lessor Churches of Christ Housing Services Limited, and is an Affordable Housing Scheme (the 'Scheme') as defined in the Residential Tenancies and Rooming Accommodation Act 2008.
  - 1.1. The Lessor may at its sole discretion amend, add to or replace the eligibility criteria for the Scheme from time to time. Such varied criteria will become effective two months from the date the Lessor provides the updated criteria to the Tenant.
2. To remain eligible for the Scheme, all Tenants and occupants of the Premises must:
  - a. not own or part-own property in Australia or overseas including residential or commercial property, land, mobile homes or caravans that are permanently connected to utilities.
  - b. not have money in bank accounts, shares and investments (including superannuation payouts) that exceeds \$112,500.00 for a single person, or \$143,750.00 for two or more household members.
  - c. notify the Lessor of any change of circumstances, within 28 days of the change.
3. Rent is based on a discount to market rate—affordable to lower income households whilst ensuring the ongoing viability of the development. The Lessor will assess the Tenant's rent affordability at 30% of gross household income—inclusive of Commonwealth Rent Assistance.
  - 3.1. Rent discounts are based on household income and it is a requirement of the Scheme, for all Tenants and occupants of the Premises, to provide information relating to income when requested and to adequately answer questions about the income of all Tenants and occupants of the Premises.
4. Rents will be reviewed annually with changes to take effect from 1 July, determined by assessing:
  - a. market value—relevant to the property type, amenity and location
  - b. data published on median rents
  - c. Consumer Price Index (CPI).
  - 4.1. Rent increases will be capped at the annual Consumer Price Index (CPI) rate, published by the Australian Bureau of Statistics (ABS).
  - 4.2. The tenant will be provided two months notice in writing of any increase to rent.
5. Eligibility assessments will be conducted annually at the time the rent is reviewed.
  - 5.1. The Tenant will be advised in writing when an assessment is due to occur and the Tenant agrees to provide the Lessor with documentation relevant to assessing the Tenant's eligibility, when requested, and within the timeframe provided.
  - 5.2. Failure to provide requested or sufficient documentation relating to household income and eligibility will result in the:
    - 5.1.1 the rent discount for the Scheme being removed and full market rent charged; and
    - 5.1.2 the Tenant being determined ineligible for the Scheme.
6. Pursuant to section 290 of the Residential Tenancies and Rooming Accommodation Act 2008, if the Tenant ceases to be eligible under the Scheme—to receive assistance or to continue to occupy the particular Premises, then the Lessor will issue a notice to leave the Premises to the Tenant.

Tenant name:			
Signature:		Date:	
Tenant name:			
Signature:		Date:	



This is Attachment C to, and forms part of the General Tenancy Agreement. These terms are in addition to the Standard Terms and the parties have agreed to the Special Terms.

The Tenant acknowledges and agrees that:

### 1. Peace and Quiet

- 1.1. The Tenant, including all household occupants and the Tenant's visitors, must not behave in a way that interferes with the peace and quiet of other tenants or neighbouring residences.
- 1.2. The Tenant is responsible for the behaviour of their visitors and will ensure they comply with these Communal Rules at all times.

### 2. Communal Areas

Includes: community rooms, driveways, paths, gardens, car parks, laundries, stairwells and walkways.

- 2.1. Communal areas must be kept clean and tidy at all times.
- 2.2. There is no smoking allowed within communal areas.
- 2.3. Alcohol must not be consumed within communal areas.
- 2.4. Equipment provided must be turned off after use.
- 2.5. Equipment or furniture provided must not be damaged, moved or removed.
- 2.6. Fixtures and gardens, including lawn, trees and plants must not be damaged, moved or removed.
- 2.7. Personal belongings must not be stored in communal areas.
- 2.8. Personal belongings must not be hung over or on private balconies or fences at any time.
  - 2.8.1. Privacy screens, including umbrellas and large potted plants, are not permitted on balconies without written approval from the Lessor.
  - 2.8.2. Balconies are not to be used for personal storage.
- 2.9. Animals are not permitted to roam freely in communal areas.
- 2.10. Fire safety equipment including extinguishes, hoses, alarms and signage must only be used in the event of an emergency.
- 2.11. Illegal activity must be reported to police and the Lessor.

### 3. Keys and Locks

- 3.1. Security access doors to communal areas must be kept locked at all times.
- 3.2. Keys to communal areas must not be given to any person who is not a Tenant of the Premises without the consent of the Lessor.

### 4. Neighbourhood Disputes

- 4.1. The Lessor will only intervene in neighbourhood disputes where intervention is justified and required under tenancy legislation.
  - 4.2.1. Tenants are encouraged to settle disagreements or disputes with neighbours before they become serious and before making a complaint.

### 5. Disposal of Rubbish

- 5.1. Rubbish bins must not be relocated from the designated area.
- 5.2. Bins must be used in accordance with local council regulations—including recycling.
- 5.3. All food scraps and other degradable items should be wrapped in paper or plastic before disposal.
- 5.4. Household items such as white goods, must not be disposed of in the communal bins or left in the designated bin areas, or any other communal area.

### 6. Parking

- 6.1. Tenants must ensure vehicles are parked correctly in the parking areas provided and not parked in driveways or walkways, or bin collection areas.
- 6.2. All vehicles are parked on the Premises at the owner's risk and no liability for damage, theft or loss will be accepted by the Lessor.

- 6.3. Car parks are not allocated to any Tenant without written approval from the Lessor and car parks marked 'visitors' or 'contractors' must not to be used by the Tenant.
  - 6.4. Vehicles parked in communal parking must be:
    - a. owned by the Tenant and limited to one vehicle per Tenant
    - b. a standard car or motorbike
    - c. registered and roadworthy.
  - 6.5. Trucks, buses, trailers or caravans are not permitted within communal parking areas.
  - 6.6. Communal car parks must not be used to carry out mechanical works, nor used as storage for personal belongings, or discarded items such as shopping trolleys.
  - 6.7. Vehicles parked on the Premises that do not meet the requirements of these Communal Rules will be towed at the owner's expense.
7. Prohibited Activities
- 7.1. Dangerous, lethal or offensive weapons or firearms, regardless of registration permits, are not allowed on the Premises at any time.
  - 7.2. Illegal substances or materials are not allowed on the Premises at anytime.
8. Damage to Communal Areas
- 8.1. Damage to, or breakdown of, any facility, fixture, furnishing or equipment in the communal areas should be reported to the Lessor within 24 hours.
  - 8.2. Damage caused through the behaviour of the Tenant, or Tenant's visitors, whether wilful or accidental, will be repaired or replaced at the expense of the Tenant or Tenants responsible.

Tenant name:			
Signature:		Date:	
Tenant name:			
Signature:		Date:	