

Form 18c
State Tenancy Agreement

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy Details

Item 1: 1.1 Lessor

The State of Queensland (through the Leasing Agency)

Address for Service

	Postcode

1.2 Telephone Number

Facsimile Number

Email Address

Item 2: 2.1 Tenant

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2.2 Address for Service (if different from address of the premises in Item 5.1)

	Postcode

Telephone Number

Facsimile Number

Email Address

See clause 40 of the standard terms

Item 3: 3.1 Lessor's Agent (See Clause 39)

GEH - Department of Energy and Public Works
Address: GPO Box 2457, Brisbane QLD 4001
Ph: 07 3008 2730 Email: GEHTenancy@epw.qld.gov.au

Local Agent

Telephone Number

Facsimile Number

Email Address

Item 4: Notices may be given to:

4.1 Lessor by email Yes No

4.2 Tenant by email Yes No

4.3 Lessor's Agent by email Yes No

Item 5: 5.1 Address of the Premises

	Postcode

5.2 Inclusions for the Premises

Refer to the attached Schedule of Furnishings, Fixtures, and inclusions in Entry Condition Report (if applicable).

5.3 Details of current repair orders for the premises or inclusions

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Item 6: 6.1 The term of the agreement (*insert 'fixed-term agreement' or 'periodic agreement'*)

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6.2 Starting on

6.3 Ending on

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

Item 7: Rent (*see Clause 8 of the standard terms*)

\$	A week <input type="checkbox"/>	a fortnight <input type="checkbox"/>	a month <input checked="" type="checkbox"/>
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Item 8: Rent must be paid on the _____ of the _____

Insert day

Insert week, fortnight or month

See Clause 9(1) of the standard terms or as notified by leasing agency and relevant policies, eligibility and entitlement, which may be amended from time-to-time

Item 9: Method of rent payment (*see Clause 9(2) of the standard terms*)

- (a) via payroll deduction – Leasing agency
- (b) direct debit, cheque or money order for employees not sponsored by their agency

Item 10: Place of rent payment (*see Clause 9(3) to 9(5) of the standard terms*)

- (a) if paid by cash, cheque or money order – (refer to invoice details for address)

Item 11: Rental Bond (*Insert amount. See Clause 11 of the standard terms*)

\$ NIL	Unless a private, non-government tenant
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Item 12: 12.1 The services supplied to the premises for which the tenant must pay

(Write 'yes' or 'no' for each of (a) to (d))

(a) Electricity (*See Clause 14*)

(b) Gas (*See Clause 14*)

Yes	Yes
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(c) Telephone (*see special terms*)

(d) any other service (*see special terms*)

Yes	
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12.2 If the tenant must pay for water supplied to the premises (*See Clause 15 of standard terms*)

Excess water only on individually metered properties and if WELS compliant

Item 13: If the premises are not individually metered for a service under Item 12.1, the apportionment of the cost of the service for which the tenant must pay:

(a) Electricity <i>(See Clause 14)</i>	(b) Gas <i>(See Clause 14)</i>
N/A	N/A
(c) Telephone <i>(see special terms)</i>	(d) any other service <i>(see special terms)</i>
N/A	N/A

Item 14: How services must be paid for *(insert for each service listed in Item 12.1 how the tenant must pay)*

(a) Electricity <i>(See Clause 14)</i>	(b) Gas <i>(See Clause 14)</i>
Directly by the tenant or agency to supplier	Directly by the tenant or agency to supplier
(c) Telephone <i>(see special terms)</i>	(d) any other service <i>(see special terms)</i>
Directly by the tenant or agency to supplier	Directly by the tenant or agency to supplier

Item 15: Number of persons to reside at the premises _____
(Insert number. See Clause 21 of standard terms)

Item 16: 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by the tenant? *(If body corporate by-laws apply, write 'yes' or 'no'. See Clause 20).*

16.2 Indicate whether the tenant has been given a copy of the relevant body corporate by-laws *(see Clause 20 of the standard terms)*

Item 17: The type and number of pets approved by the lessor to be kept at the premises
Approval must be sought for any pet to be kept in a GEH residence
(See Clause 22(2), 29A to 29D of the standard terms).

Type _____ Number _____ Type _____ Number _____

Item 18: 18.1 Nominated repairers *(see Clause 27 of the standard terms)*

(a) Electrical Repairs	QBuild <i>Refer to QBuild MRC Phone Guide</i>	Ph:	<input type="text"/>
(b) Plumbing Repairs	QBuild <i>Refer to QBuild MRC Phone Guide</i>	Ph:	<input type="text"/>
(c) Other	QBuild <i>Refer to QBuild MRC Phone Guide</i>	Ph:	<input type="text"/>

The nominated repairers at Item 18.1 are the first point of contact for emergency repairs.

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 State tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a State 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.

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 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 7 days after the later of the following days -
 - (a) the day the tenant occupies 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.
- (5) However, the lessor does not have to prepare a condition report for the premises if—
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6. Continuation of a 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 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 ends this agreement 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 34 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

8. Amount

- (1) The amount of the rent is–
 - (a) if the lessor is the chief executive of the department in which the *Housing Act 2003* is administered, acting on behalf of the State–the amount calculated by the chief executive from time to time under the procedures published by the department; or

Editor's note–

Published procedure documents may be inspected during business hours at any office of the department in which the *Housing Act 2003* is administered.

- (b) if the tenant is an officer or employee of the State and occupies the premises in connection with their employment–the amount calculated under an industrial award or agreement, contract of employment, or published departmental or agency policy relevant to the officer or employee; or
 - (c) otherwise–the amount stated in this agreement for item 7.
- (2) In this clause–*published departmental or agency policy* means a written departmental or agency policy available for inspection, free of charge, by a tenant to whom the policy relates.

9. When, how and where rent must be paid – ss 83 and 85

- (1) The rent must be paid at the times stated in this agreement for item 8.
- (2) 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

- (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).

Note–

If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

- (3) The rent must be paid at the place stated in this agreement for item 10.
- (4) 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.
- (5) 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.

10. Rent in advance – s 87

The lessor may require the tenant to pay rent in advance only if the payment is no 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.

Division 4 Rental bond

11. Rental bond required – ss 111 and 116

- (1) If a rental bond is stated to 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.

Note–

There is a maximum bond that may be required. See section 146 and the information statement.

- (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.

12. 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 a 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

13. Outgoings – s 163

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

Examples –
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.

14. 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 charge may be recovered by the lessor from the tenant.

Note–

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

15. 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.

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 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

16. 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–

- 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 the land as a residence

17. 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 lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

18. 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.

19. 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.

20. Units and townhouses – s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws 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.
- (3) Subclause (1) does not apply if–
 - (a) this agreement has the effect of continuing the

tenant's right to occupy the premises under an earlier residential tenancy agreement; and

- (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

21. Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

22. Tenant's obligations – s 188(2), (3) and (5)

- (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.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

Subdivision 3 The dwelling

23. 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 items generally 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 cannot 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).

24. 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).

25. Changing locks – ss 211 and 212

- (1) The lessor or the tenant may change a lock at the premises only if—
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant—
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement the key for the changed lock unless—
 - (a) the other party agrees to not being given a key; or
 - (b) a tribunal orders that a key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises—
 - (a) the Body Corporate and Community Management Act 1997;
 - (b) the Building Units and Group Titles Act 1980;
 - (c) a body corporate by-law.

Subdivision 4 Damage and repairs

26. 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.

27. Nominated repairer for emergency repairs – s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either—
 - (a) in this agreement for item 18; or
 - (b) in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state—
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if—
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

28. 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 cannot be contacted–the lessor.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples –

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

29. 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 4 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.

Subdivision 5 Pets

29A Keeping pets and other animals at premises – ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.

Notes –

- 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - 2 For additional approvals to keep a pet or other animal at the premises see clause 31C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog – the retirement of the dog from the service the dog provided as a working dog.
 - (5) An authorisation to keep a pet, working dog or other

29B. Tenant responsible for pets and other animals – ss 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

29C. Request for approval to keep pet – ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state –
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions – the conditions of the approval; and

Note – See clause 31D for limitations on conditions of approval to keep a pet at the premises.

 - (c) if the lessor refuses the tenant's request –
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable

risk to the health and safety of a person, including, for example, because the pet is venomous;

- (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 31D – the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor's response does not comply with subclause (3).

29D. Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
 - (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 31C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
 - (a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

30. Lessor's agreement required – s 237

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 to the transfer or subletting.

31. Expenses that lessor may claim – s 240

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.

Division 8 - When agreement ends

32. Ending of agreements – s 277

- (1) This agreement ends only if –
 - (a) the lessor and the tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave the premises to the tenant under section 326 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 under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
- (2) the tribunal makes an order terminating this agreement. Also, this agreement ends for a sole tenant if –
 - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note— See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

- (b) the tenant dies.

Note— See section 324A for when this agreement ends if a sole tenant dies.

33. 35 Condition premises must be left in – s 188(4) and (5)

- (1) 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
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

34. Keys

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

35. Tenant's forwarding address – s 205(2) and (3)

- (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-
- (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

36. 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.

37. 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

38. Supply of goods and services – s 171

- (1) The lessor or 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) a requirement about a service charge; or
- Note—**
- See section 164 for what is a service charge.**
- (b) a condition of an approval to keep a pet if the condition—
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii))complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

39. 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 anything else the lessor may do, or is required to do, under this agreement.

40. 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

41. Government Employee Housing

- (1) These Special Terms apply to premises managed as **Government Employee Housing (GEH)** to provide housing assistance on behalf of the State.
- (2) The tenant acknowledges that the right to access and use of the premises is subject to –
 - (a) the policy approved by the State for operation of residential properties as GEH, and to Guidelines and conditions documentation as published by the Department of Energy and Public Works (refer to -

www.geh.epw.qld.gov.au); and

- (b) the policy and procedural documents of the state agency relating to the availability and scope of housing assistance and the eligibility of the tenant to receive such housing assistance; and
 - (c) special conditions which may apply given the location of the premises within the State and any fixtures or furnishings provided by the lessor.
- (3) Unless the tenant has written authority from the lessor to do otherwise, the tenant must use the premises solely as the place of residence of the tenant and of -
 - (a) persons in the tenant's family; or
 - (b) persons nominated in writing to the lessor prior to commencement; but
 - (c) to accommodate no more than the number of persons stated in item 15.
 - (4) The tenant must inform the lessor of any changes to persons occupying the premises and of any changes which may affect the tenant's eligibility to continue receiving employee housing assistance.

If the tenant and/or spouse/partner of the tenant purchases a residence in the same location, the tenant must give notice to the lessor and will be required to show cause why the tenant remains eligible for employee housing assistance.

42. Co-tenants (refer Clause 3)

- (1) This clause applies where more than one person is named as the tenant in item 2, and overrides clause 3 of the Standard terms.
- (2) Each tenant named in item 2 (called a 'co-tenant') -
 - (a) holds their interest as a joint tenant; and
 - (b) must perform all the tenant's obligations under this agreement; and
 - (c) is liable to pay the full amount of rent or other amounts due from the tenant to the lessor under this agreement; and
 - (d) if a debt arises from any breach of this agreement, may be required to pay the full amount due and owing to the lessor, and not just a portion of the debt.
- (3) By entering into this agreement as a co-tenant, each co-tenant expressly authorises each and every other co-tenant to sign and give to the lessor any notice affecting their interest in this tenancy, and the lessor will be entitled to accept and act upon the notice without further enquiry.
- (4) However, a notice of intention to leave will not be accepted by the lessor if it is not signed by all co-tenants unless it is accompanied by a statutory declaration from the person signing the notice attesting that:

- (a) all reasonable efforts have been made to obtain a signed Notice from all co-tenants;
- (b) all persons named as co-tenants who have not

signed the Notice have vacated the premises.

43. Pets (refer clause 31A to 31D)

- (1) The tenant expressly acknowledges that approval for a pet to be housed at the premises can only be given in writing by the lessor following the lodgement of a pet application form with the lessor.
- (2) Where consent is given, the tenant must -
 - (a) at all times abide by local government laws regarding pets and registrations; and
 - (b) seek approval for any fixtures or structures required for the reasonable care and control of the pet within the premises;
 - (c) where practicable, ensure that the pet is kept outside of the premises when left alone
 - (d) accept responsibility for the pet and ensure all steps are taken to satisfy the duty of care to neighbours and visitors, with respect to noise or nuisance; and
 - (e) make good any damage that the pet may cause to the residence, grounds or fence of the residence.

44. Care of Premises (refer clause 24)

- (1) To clarify the obligations on the tenant to keep GEH premises, the tenant acknowledges and agrees -
 - (a) to replace blown light bulbs in the premises as soon as is practicable;
 - (b) not to use any sink basin, toilet or like facility in or connected to the premises for other than their intended use or to do anything that might damage or block the plumbing or sewerage system on the premises;
 - (c) to 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;
 - (d) to put the rubbish bin out for collection on the appropriate day and return the bin to its designated place after the rubbish has been collected;
 - (e) to clean filters in refrigerated air conditioners on a regular basis;
 - (f) to reasonably maintain the garden areas by regularly mowing lawns, weeding gardens, and remove clippings from premises;
 - (g) not to create garden beds next to a house nor lay timber sleepers around gardens nor plant trees without the prior consent of the lessor;
 - (h) to keep the premises free from pests or vermin;
 - (i) to do nothing involving painting, marking or defacing the premises or use nails, screws or adhesives without the lessor's agreement;
 - (j) to keep the external surfaces of the premises clean and free from cobwebs and gutters and downpipes free from accumulated leaves and other debris;
 - (k) not to attach a television antenna, pay TV dish or similar connection to the premises without

the lessor's prior agreement;

- (l) not to alter or remove any fixture or inclusion of the premises or add any lock or security device without the lessor's prior agreement.

Smoke Alarms

- (2) With respect to the smoke alarms in the premises, the tenant acknowledges and agrees that the tenant has responsibility during the term-
 - (a) to regularly test each smoke alarm, at least once every 12 months of the tenancy by:
 - (i) pressing a button or other device on the smoke alarm to indicate whether the alarm is capable of detecting smoke; or
 - (ii) test the alarm in the way stated in the Information Statement; and
 - (iii) replace batteries in accordance with the Information Statement (call the QBuild Maintenance Response Centre);
 - (b) to clean each smoke alarm as stated in the manufacturer's instructions,
 - (c) to notify the lessor or agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail.

No Smoking

- (3) The tenant acknowledges the no smoking policy of the Queensland Government and having regard to the amenity, health and safety of other persons at the premises agrees to apply the policy in the premises in particular with respect to common areas and facilities such as stairwells, garage or carports, and recreational areas.

45. End of Tenancy (refer clause 35)

- (1) To meet the obligation to leave the premises at the end of the tenancy in an acceptable standard, the tenant agrees to:
 - (a) remove all property other than that belonging to the lessor or itemised in the condition report as on the premises at the start of the tenancy;
 - (b) remove all intentional changes, additions and unapproved structures to the premises and repair any damage to the premises or its inclusions; (refer to condition document for approved structures)
 - (c) clean both exterior and interior of stoves, refrigerators, washing machines or other electrical appliances provided;
 - (d) where there are carpets in the premises arrange to have them shampooed / steam cleaned;
 - (e) where staining is apparent on ceilings or walls from smoking within the premises or other similar damage, arrange for repair and repainting of affected surfaces;
 - (f) where the premises comprise a single dwelling house, mow the lawns and weed and remove garden rubbish from the premises;
 - (g) return all keys, key cards and other security devices (if any) to the lessor's local agent and should all such items not be available for return, pay for replacements, including new

locks if required to provide security for new tenants.

- (2) Where a pet has been housed at the premises, the tenant must attend to the thorough cleaning of the premises, including cleaning of carpets and a pest / flea treatment prior to the handover day.
- (3) If the tenant does not meet the tenant's obligations under this clause at the end of the tenancy, the lessor may pay for this to be done and claim the full cost of reasonably doing so from the tenant.

46. Furniture and personal property

- (1) Where the premises are furnished, the furniture inventory must be signed by the tenant and will form part of this agreement. When this agreement is to end, the furniture is to be checked against the Inventory, and damaged or missing items of furniture are to be repaired or replaced at the tenant's cost, fair wear and tear excepted.
- (2) It is the tenant's responsibility to insure their own property and the lessor will not be liable for any loss, damage or injury to the tenant, the tenant's possessions or any person on the premises unless caused by the negligence of the lessor or the lessor's agent or resulting from a breach of the lessor's obligations under the Act.

47. Swimming Pools

- (1) The tenant must not install or place upon the premises any type of swimming pool, other than a portable wading pool, without the prior agreement in writing of the lessor.
- (2) For the purposes of this clause 49 a "portable wading pool" has the meaning given by the Building Act 1975, being a pool that –
 - (a) is capable of being filled with water to a depth of no more than 300 mm; and
 - (b) has a volume of no more than 2000 litres; and
 - (c) has no filtration system.
- (3) If a swimming pool does form part of the premises, whether or not it is a fixture, the tenant will be the pool owner and must meet the costs to comply with the statutory requirements and obligations for the safe operation, maintenance and use of the swimming pool and the pool fencing, including water quality. Additional Special Conditions will apply about these obligations.

Part 3 Special Terms Continued

48. Additional Special Terms for the premises as part of agency requirements

The tenant further agrees –

- (1) to promptly inform the lessor in writing of their intention to keep a Working Dog at the premises and provide the lessor with the Working Dog's identification or certification documents upon the lessor's request.

Insert here all further clauses which are relevant to the occupation of the premises. This will be necessary to address matters which have been the subject of the lessor's consent or approval, such as having a pet or additions to the premises, or were of particular concern in the community or location. A bank of optional clauses will be available from GEH.

If none, please confirm this by writing "None Applicable"

Please ensure that you read through all of the Special Terms of this agreement carefully and acknowledge that you have done so by signing in the space below.

Tenants Acknowledgement

I acknowledge that I have read and understand my responsibilities as outlined in the Part 3 – Special Terms.

If the premises are located in Mt Isa, I also expressly acknowledge receipt of the public educational material, including being informed of how and where to obtain additional information, regarding living safely with lead:

(Signature of tenant) _____ Date: _____

(Signature of witness) _____ Date: _____

The tenant must receive a copy of the information statement if copies have not previously been provided

Signed by the lessor/lessor's agent

Name of lessor/lessor's agent

Signature of the lessor/lessor's agent

on the _____ day of _____

Signed by the tenant

Name of the tenant

Signature of the tenant

on the _____ day of _____

Signed by the tenant

Name of the tenant

Signature of the tenant

on the _____ day of _____

Signed by the tenant

Name of the tenant

Signature of the tenant

on the _____ day of _____