

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99
Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller David Musk Hartogh

Property address 4 Todwana Court, Glenvale QLD 4350

(referred to as the
“property” in this
statement)

Lot on plan description LOT 229 RP 867546

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme:	
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, refer to Part 6 of this statement for additional information</i>	<i>If No, please disregard Part 6 of this statement as it does not need to be completed</i>

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details	The seller gives or has given the buyer the following—
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. <input checked="" type="checkbox"/> Yes
	A copy of the plan of survey registered for the property. <input checked="" type="checkbox"/> Yes

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input type="checkbox"/> No to affect the property after settlement.</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: <input type="text" value="Insert date range"/></p> <p>» the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/></p> <p>» whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/></p> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p> </div>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> 21/10/2024</p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	<p>The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>:</p> <p>LOW DENSITY RESIDENTIAL</p>		
Transport proposals and resumptions	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>		
Contamination and environmental protection	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The following notices are, or have been, given:</p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>		
Heritage	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
Flooding	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.</p>		
Vegetation, habitats and protected plants	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>		

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	<p>There is a relevant pool for the property.</p> <p>If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.</p> <p>Pool compliance certificate is given.</p> <p>OR</p> <p>Notice of no pool safety certificate is given.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> No</p>
Unlicensed building work under owner builder permit	<p>Building work was carried out on the property under an owner builder permit in the last 6 years.</p> <p><i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i></p>	<p><input type="checkbox"/> Yes</p>	<p><input checked="" type="checkbox"/> No</p>
Notices and orders	<p>There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168.</p> <p>The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.</p> <p><i>If Yes, a copy of the notice or order must be given by the seller.</i></p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p>	<p><input checked="" type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> No</p>
Building Energy Efficiency Certificate	<p>If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.</p>		
Asbestos	<p>The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.</p>		

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

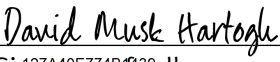
WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate’s expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. (If Yes, complete the information below)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. Note —If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.	<input type="checkbox"/> Yes	
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i> , section 205(4) is given to the buyer. If No — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Statutory Warranties	Statutory Warranties —If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.		

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme (If Yes, complete the information below)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i> , section 40AA(1) is given to the buyer. If No — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note —If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Signatures – SELLER

<div>Signed by:  Signature of seller</div>	Signature of seller
<div>David Musk Hartogh</div>	
Name of seller	Name of seller
<div>27/8/2025</div>	
Date	Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer	Signature of buyer
Name of buyer	Name of buyer
Date	Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53142427
Search Date: 27/08/2025 13:46

Title Reference: 50021833
Date Created: 14/10/1994

Previous Title: 14957020

REGISTERED OWNER

Dealing No: 706181697 09/12/2002

DAVID MUSK HARTOGH

ESTATE AND LAND

Estate in Fee Simple

LOT 229 REGISTERED PLAN 867546
Local Government: TOOWOOMBA

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10011002 (POR 442)
2. MORTGAGE No 720919510 06/07/2021 at 15:04
WESTPAC BANKING CORPORATION A.C.N. 007 457 141

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

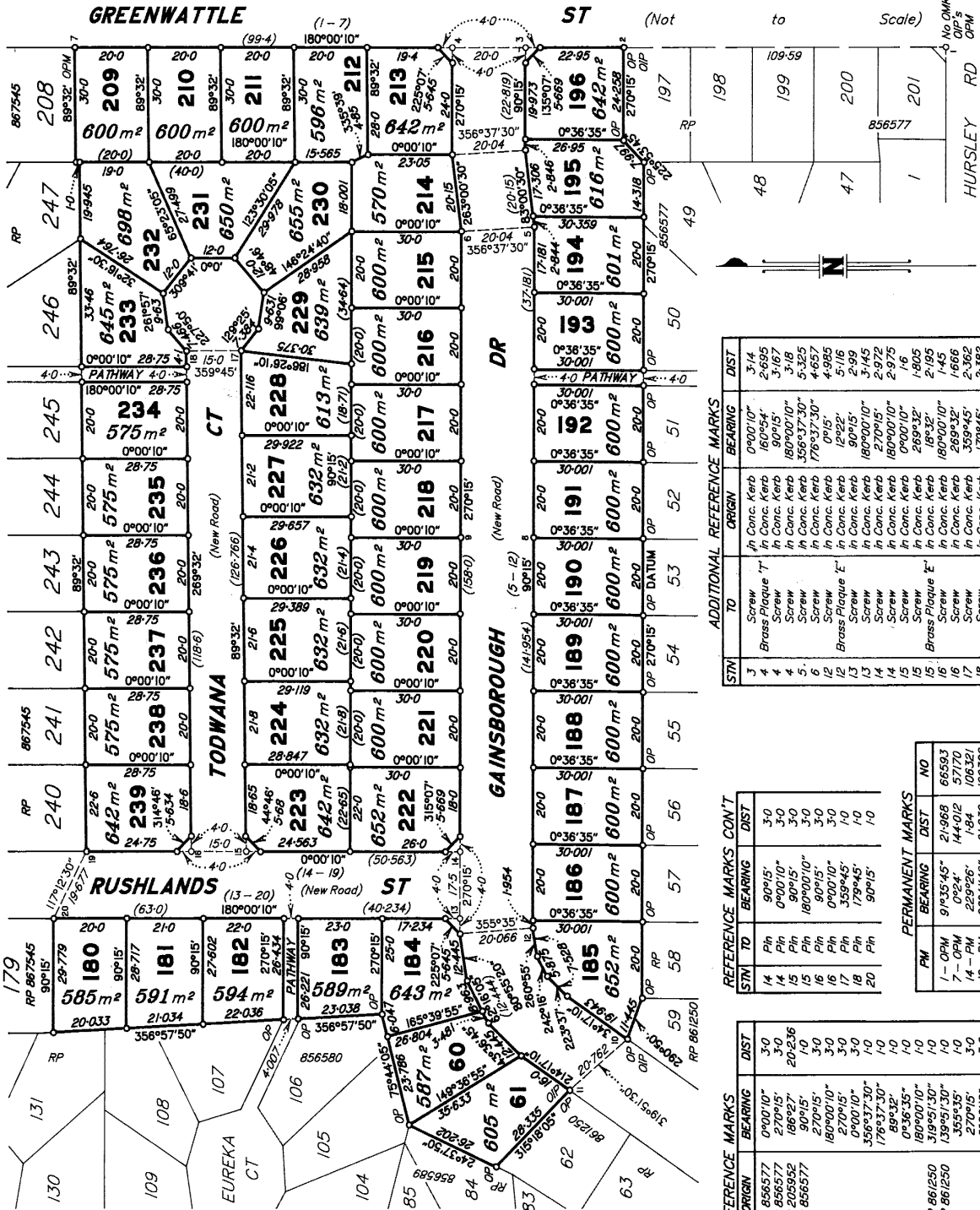
A.A.W.

WARNING — PLAN MAY BE ROLLED — A FOLDED OR MUTILATED PLAN WILL NOT BE ACCEPTED

867546

PLAN MUST BE DRAWN WITHIN BLACK LINES

867546



Peg placed at all new corners.

Total Area of New Road

This is one of three plans from the one survey, RP 867544, RP 867545 and RP 867546.

(including New Pathways)
1.0318 ha

I, Allan Martin Field WOLRIGE hereby certify that I have surveyed the land comprised in this plan, that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1982 and that the said survey was completed on 24/6/1994.

Date: 29/6/1994
Licensed Surveyor

PLAN OF Lots 60, 61, 180 to 196 and 209 to 239

Cancelling Balance of Lot 3 on RP 131962, Balance of Lot 4 on RP 131962, Part of Lot 2 on RP 131962 and Part of Lot 101 on RP 856587

ORIGINAL PORTION 442

RP 856577

MAP REF 9242 - 11423

SCALE 1:1000

FILE REF

ENDORSED

REGISTERING DIST

BRISBANE

NO SURVEY RECORDS DEPOSITED

MINING FIELD

REGISTERED PLAN 867546

2-8-94

REGISTERED

BRISBANE

REGISTERED

REGISTERED

PARISH
COUNTY

DRAYTON
Aubigny

TOWN/LOCALITY

TOOWOOMBA C. C.

LOCAL AUTHORITY

TOOWOOMBA

LAND AGENTS/MINING-DISTRICT

TOOWOOMBA

MINING FIELD

REGISTERED

REGISTERED

REGISTERED

REGISTERED

REGISTERED

REGISTERED

REGISTERED

REGISTERED

REGISTERED

REGISTERED

REGISTERED

REGISTERED

REGISTERED

REGISTERED

867546

PLAN MUST BE DRAWN WITHIN BLACK LINES

867546

0 1 2 3 4 5 6 7 8 9 10 cm

CROWN COPYRIGHT RESERVED

328-A

THE INSTITUTION OF SURVEYORS AUSTRALIA (QUEENSLAND DIVISION)

BY AUTHORITY LICENCE NUMBER 67

WARNING — PLAN MAY BE ROLLED — A FOLDED OR MUTILATED PLAN WILL NOT BE ACCEPTED

Council of the City of Toowoomba certifies that all the requirements of this Council, the Local Government Acts and all By-Laws have been complied with and approves this Plan of Subdivision

Dated this 21st day of July 1994

Mayor or
Chairman
Town or
Shire Clerk
Chief Executive Officer

Previous Title

14957020	Lot 2	RP 131962
14957021	Lot 3	RP 131962
14918234	Lot 4	RP 131962
18745149	Lot 101	RP 856587

Title Allocation

CT	Lots	New Rd
14957020	209-219 & 225-236	New Rd
14957021	190-196	New Rd
14918234	60, 61 & 180-185	New Rd
18745149	180-190, 219-225 & 236-239	New Rd

I/We JETELD PTY LTD incorporated in Queensland
A.C.N. 009 904 456

(Names in full)

- as Proprietor/s of this land.
- as lessor/s of land to be used as a road

agree to this plan and dedicate the new road as shown hereon to public use. Land as shown hereon in accordance with Section 50 of the Land Title Act 1994

Signature of • Proprietor/s • Lessee/s
• Rule out which is inapplicable.

GIVEN under the Common Seal of
JETELD PTY LTD under the hands of
CLIVE JOHN BERGHOFER Director of
the said Company and GEORGE NUSS
being the Secretary thereof being
duly authorised in that regard in
the presence of :



CLIVE JOHN BERGHOFER

For Additional Plan &
Document Notings
Refer to CISP

Lot	Vol.	Fol.	Lot	Vol.	Fol.	Lot	Vol.	Fol.

Lodged by

PETER ATKINSON - 6
(L+H+M).

Received
Registrar of Titles

Fees Payable

Postal fee and postage

Logt. Exam. & Ass.

New Title

Entd. on Deeds

Photo Fee

Total

Short Fees Paid

Rec. No. 540040 (part)

RECEIVED \$ 792

DATE 15/07/1994

\$2101.00
04/08/1994
15:32
ORIG

700147248



400NT PLAN OF SURV

File Ref.

Deposited 15/7/94

Audited 25/7/94 DWM

Passed 25/7/94 DWM

Survey Records: File/Field Notes

Charted / /

Original Grant 4386 (Por 442)

Particulars entered in Register Book

Vol. 14957020

14957021

14918234

18745149

at

REGISTRAR OF TITLES

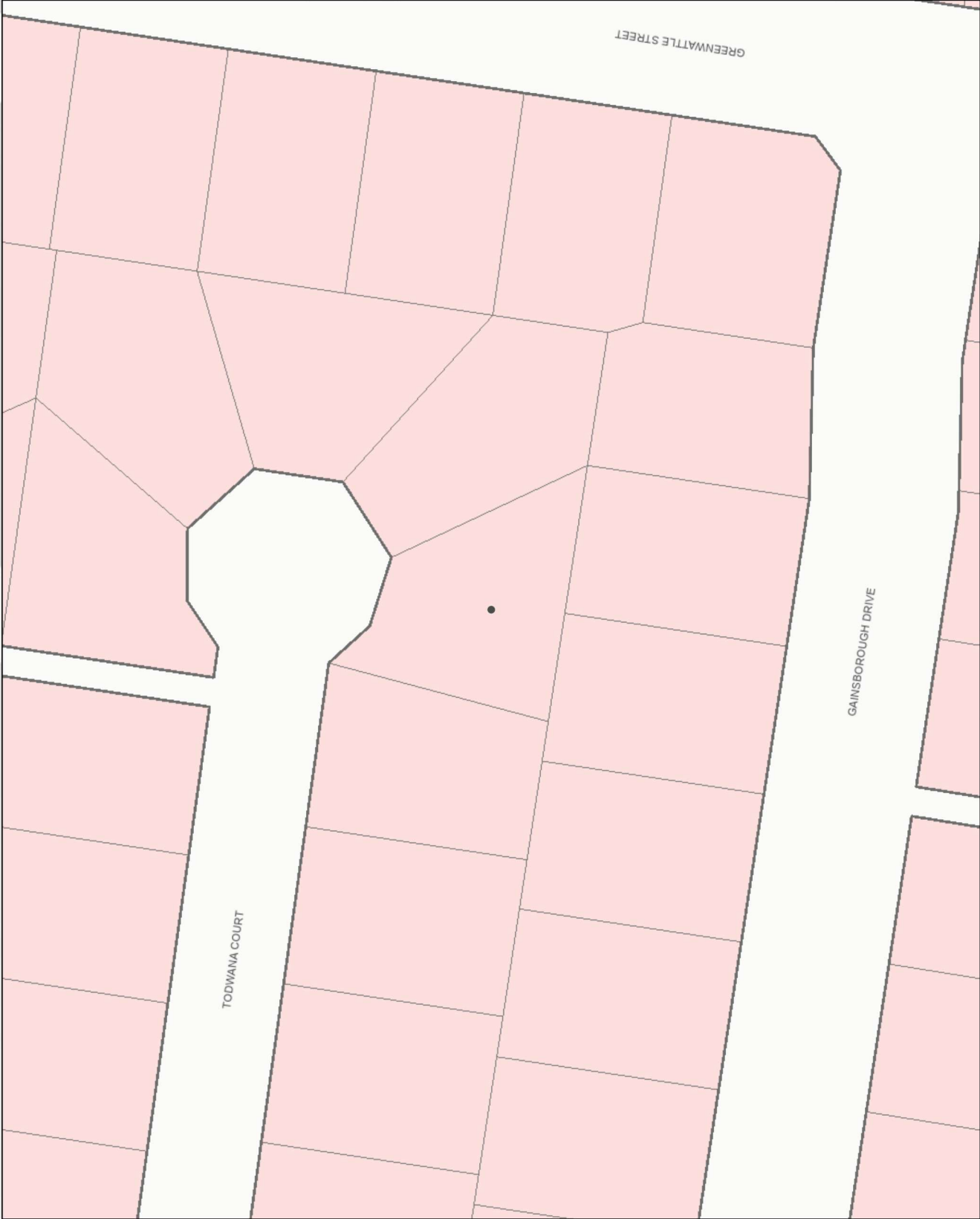
REGISTERED PLAN 867546

867546

867546



Toowoomba Regional Planning Scheme



© Toowoomba Regional Council 2010
DCDB © Department of Environment and
Resource Management Queensland
Geocentric Datum of Australia 2020 (GDA2020) Zone 55
DISCLAIMER: The Plan Information is provided as
a guide and should not be relied upon in anyway
whatsoever.
Toowoomba Regional Council takes no responsibility
for inaccuracies in the Plan Information and is
not liable under any circumstances for any loss or
damage whatsoever or howsoever caused arising
directly or indirectly in connection with its use.
The recipient must verify the Plan Information on
site. Please refer any discrepancies to Toowoomba
Regional Council Strategic Land Use Planning
Branch.
No part of the Plan Information should be
reproduced without the permission of the Toowoomba
Regional Council.
Warning: This data will not contain amendments
made since the date it was created.





Toowoomba Regional Planning Scheme - Legend

Local Government Infrastructure Plan

Land Use

- Land Use Zones**
- Zone, Precinct**
 - O** Community Facilities, Other Community Purposes
 - E** Community Facilities, Education
 - G** Community Facilities, Government
 - HE** Community Facilities, Higher Education
 - H** Community Facilities, Hospital
 - PA** Mixed Use, Parkland Living
 - CS** Mixed Use, City South
 - W** Mixed Use, West Creek
 - RV** Mixed Use, Railyards
 - SS** Mixed Use, Health Support
 - PC** Principal Centre
 - MA** Major Centre
 - HE** Major Centre, Highfields Town Centre Core
 - FC** Major Centre, Highfields Town Centre Frame
 - MC** Major Centre, Medium Density Residential
 - DC** District Centre
 - LC** Local Centre
 - CC** Local Centre, Commercial / Centre
 - EC** Emerging Community
 - LI** Low Impact Industry
 - WL** Low Impact Industry - Welcamp Low Impact Industry
 - MI** Medium Impact Industry
 - W** Medium Impact Industry, Intermodal Facility
 - GI** Medium Impact Industry, Transport & Warehousing
 - HI** High Impact Industry
 - HI** High Impact Industry, Heavy Industry
 - CI** High Impact Industry, Quarry
 - EX** Extractive Industry
 - LD** Limited Development (Constrained Land)
 - OS** Open Space
 - CS** Open Space, Conservation
 - CF** Open Space, State Govt Conservation and Forestry
 - SR** Sport and Recreation
 - PR** Low Density Residential, General
 - LS** Low Density Residential, Clifford Park Stables
 - RS** Low-Medium Density Residential, Regional Residential
 - RS** Low-Medium Density Residential, Hospital Support
 - U** Low-Medium Density Residential, Urban Residential
 - UC** Low-Medium Density Residential, Urban Consolidation
 - OR** Low-Medium Density Residential, Office Residential
 - A** Specialised Centre, Old Govt Research Facility
 - D** Specialised Centre, Toowoomba Airport
 - R** Specialised Centre, Defence Facilities
 - R** Specialised Centre, Specialist Retail Centre
 - RR** Rural Residential, 400m²
 - RR** Rural Residential, 1 ha
 - RR** Rural Residential, 2 ha
 - H** Rural Residential, Highway
 - T** Township
 - R1** Rural, 100 ha
 - R2** Rural, 200 ha
 - H** Rural, Heinenmann Road Transport

- Overlays**
- Airport Environs Overlay**
- Runway
 - Approach and Departure Limitation Surface
 - Runway Centreline
 - Conical Limitation Surface
 - Bird and Bat Strike Zone
 - 3 km
 - 8 km
 - 13 km
 - Obstacle Height Restriction Zones (Oakley)
 - Height Zone
 - Area A - 0m
 - Area B - 7.5m
 - Area C - 15m
 - Area D - 45m
 - Area E - 90m
 - Defence Owned Land
 - Airport Public Safety
 - Runway
 - Public Safety Area
 - ANEF Contour
 - ANF-40
 - ANF-35
 - ANF-30
 - ANF-25
 - ANF-20
 - Light Restriction Zone
 - Zone A
 - Zone B
 - Zone C
 - Zone D
 - Lighting Area Buffer (6 km)
- Scenic Amenity Overlay**
- Scenic Amenity
- Bushfire Hazard Overlay**
- High Fire Risk
 - Medium Fire Risk
- Extractive Resources Overlay**
- Haulage Route
 - Extractive Resource
 - Separation Area
- Regional Infrastructure Corridors and Substations Overlay**
- Crows Nest Army Signals Base Buffer
 - Petroleum / Natural Gas Pipeline
- Agricultural Land Overlay**
- Good Quality Agricultural Land
- Heritage Overlay**
- Heritage Place
- Neighbourhood Character Overlay**
- Neighbourhood Character Place
- Landslide Hazard Overlay**
- High Risk
- Flood Hazard Overlay**
- High Flood Hazard
- Water Resources Overlay**
- Water Resource Catchment
 - Dam High Water Level
- Ecological Significance Overlay**
- Waterways and Wetlands
 - Category 2 Wetland
 - Category 3 Stream
 - Waterways and Wetlands Buffer
 - Biodiversity Corridors
 - Areas of Ecological Significance
 - Areas of Ecological Significance Buffer

- Water**
- Priority Infrastructure Area
 - Net Developable Area
 - Projection Areas
 - Water Service Catchment
 - Future Trunk Infrastructure
 - Trunk Water Main
 - Flow Control Valve
 - Bore
 - Pressure Reducing Valve
 - Pump Station
 - Reservoir
 - Water Treatment Plant
 - Existing Trunk Infrastructure
 - Trunk Water Main
 - Flow Control Valve
 - Pressure Reducing Valve
 - Production Bore
 - Pump Station
 - Reservoir
 - Treatment Plant
- Wastewater**
- Sewer Service Catchment
 - Future Trunk Infrastructure
 - Gravily Main
 - Pressure Main
 - Pump Station
 - Holding Tank
 - Sewage Pump Station
 - Water Reclamation Facility
 - Gravily Sewer
 - Pressure Main
 - Transport Service Catchment
 - Future Trunk Infrastructure
 - Upgrade To Existing Road
 - Intersection
 - Existing Trunk Infrastructure
 - Signalised Intersections on trunk roads
 - Federal Roads
 - State Roads
 - Local Trunk Roads
 - Toowoomba Second Range Crossing
- Transport**
- Transport Service Catchment
 - Future Trunk Infrastructure
 - New Road
 - Upgrade To Existing Road
 - Intersection
 - Existing Trunk Infrastructure
 - Signalised Intersections on trunk roads
 - Federal Roads
 - State Roads
 - Local Trunk Roads
 - Toowoomba Second Range Crossing

- Natural Environment**
- Ecological Corridor
 - Areas of Ecological Significance
 - Dam High Water Level
 - Plantation
 - Waterways and Wetlands
 - Waterways and Wetlands Buffer
 - Biodiversity Corridors
 - Areas of Ecological Significance
 - Areas of Ecological Significance Buffer
- Infrastructure and Services**
- Electricity Generation
 - Electricity Substations
 - Waste Management Site
 - Waste Water Treatment Plant
 - Bulk Water Lines
 - Electricity Corridor
 - Gas Pipeline Corridor
 - Petroleum Pipeline Corridor
 - Toowoomba Bypass
 - Water Supply Catchment
 - Water Supply Dams
- Natural Resources**
- Agricultural Land
 - Key Resource Areas
 - Stock Routes
 - Water Supply Catchment
- Natural Resources - Mining Tenements**
- Petroleum Pipeline (Operational)
 - Mineral Development Licence (Granted)
 - Mineral Lease (Granted)
- Access and Mobility**
- Future Major Road
 - Heavy Vehicle Route
 - Other Cycle and Pedestrian Paths
 - Principle Cycle Network
 - District Centres
 - Local Centres
 - Major Centres
 - Principal Centres
 - University of Southern Queensland

Strategic Framework

- Settlement Pattern**
- Cabarlah Defence Facility
 - District Centre
 - Local Centre
 - Major Centre
 - Oakey Airbase
 - Principal Centre
 - Specialised Activity Centre
 - Specialist Urban Retail Centre
 - Toowoomba Airport
 - Future Railway
 - Railway
 - Highway
 - Major Road
 - Other Road
 - Bushland and Corridors
 - Dam High Water Level
 - Extractive Industry
 - Nature Conservation and Open Spaces
 - Rural Residential
 - SEORP
 - Sport and Recreation
 - Urban Exent
 - Future Urban Area
 - New Urban Area

- Land Use Zones**
- Zone, Precinct**
 - O** Community Facilities, Other Community Purposes
 - E** Community Facilities, Education
 - G** Community Facilities, Government
 - HE** Community Facilities, Higher Education
 - H** Community Facilities, Hospital
 - PA** Mixed Use, Parkland Living
 - CS** Mixed Use, City South
 - W** Mixed Use, West Creek
 - RV** Mixed Use, Railyards
 - SS** Mixed Use, Health Support
 - PC** Principal Centre
 - MA** Major Centre
 - HE** Major Centre, Highfields Town Centre Core
 - FC** Major Centre, Highfields Town Centre Frame
 - MC** Major Centre, Medium Density Residential
 - DC** District Centre
 - LC** Local Centre
 - CC** Local Centre, Commercial / Centre
 - EC** Emerging Community
 - LI** Low Impact Industry
 - WL** Low Impact Industry - Welcamp Low Impact Industry
 - MI** Medium Impact Industry
 - W** Medium Impact Industry, Intermodal Facility
 - GI** Medium Impact Industry, Transport & Warehousing
 - HI** High Impact Industry
 - HI** High Impact Industry, Heavy Industry
 - CI** High Impact Industry, Quarry
 - EX** Extractive Industry
 - LD** Limited Development (Constrained Land)
 - OS** Open Space
 - CS** Open Space, Conservation
 - CF** Open Space, State Govt Conservation and Forestry
 - SR** Sport and Recreation
 - PR** Low Density Residential, General
 - LS** Low Density Residential, Clifford Park Stables
 - RS** Low-Medium Density Residential, Regional Residential
 - RS** Low-Medium Density Residential, Hospital Support
 - U** Low-Medium Density Residential, Urban Residential
 - UC** Low-Medium Density Residential, Urban Consolidation
 - OR** Low-Medium Density Residential, Office Residential
 - A** Specialised Centre, Old Govt Research Facility
 - D** Specialised Centre, Toowoomba Airport
 - R** Specialised Centre, Defence Facilities
 - R** Specialised Centre, Specialist Retail Centre
 - RR** Rural Residential, 400m²
 - RR** Rural Residential, 1 ha
 - RR** Rural Residential, 2 ha
 - H** Rural Residential, Highway
 - T** Township
 - R1** Rural, 100 ha
 - R2** Rural, 200 ha
 - H** Rural, Heinenmann Road Transport

Road Hierarchy

- Road Hierarchy Description**
- Collector, Proposed
 - Collector, Investigated
 - Distributor, Proposed
 - Distributor, Investigated
 - Highway
 - Highway Proposed
 - Highway, Proposed Upgrade
 - Highway, Proposed Upgrade from Distributor
 - Local
 - Proposed Upgrade from Distributor
 - Regional Arterial
 - Regional Arterial, Proposed
 - Regional Arterial, Proposed Downgrade
 - Sub-Arterial
 - Sub-Arterial, Investigation
 - Sub-Arterial

DISCLAIMER: The Plan Information is provided as a guide and should not be relied upon in anyway whatsoever.

Toowoomba Regional Council takes no responsibility for inaccuracies in the Plan Information and is not liable under any circumstances for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with its use. The recipient must verify the Plan Information on site. Please refer any discrepancies to Toowoomba Regional Council Strategic Land Use Planning Branch.

No part of the Plan Information should be reproduced without the permission of the Toowoomba Regional Council.

Warning: This data will not contain amendments made since the date it was created.

© Toowoomba Regional Council 2022
DCDB © Department of Environment and Resource Management Queensland
Geocentric Datum of Australia (2020) (GDA2020) MGA Zone 56

RATE NOTICE

P 131 872 | F 1800 448 882 | info@tr.qld.gov.au | www.tr.qld.gov.au
PO Box 3021 Toowoomba QLD 4350 | Toowoomba Regional Council | ABN 99 788 305 360



This information was prepared as at 25 JUL 2025



092856-03869-TV1 BD 038
DAVID MUSK HARTOGH
PO BOX 284
CARINA QLD 4152

REFERENCE NO: **3890786**
ISSUE DATE: **1 AUG 2025**
DUE DATE: **3 SEP 2025**
AMOUNT DUE: **1,497.31**
VALUATION: **Averaged Value 214,166**

PROPERTY LOCATION: 4 Todwana Court, GLENVALE QLD 4350
PROPERTY DESCRIPTION: L229/RP867546:PAR DRAYTON

SUMMARY OF CHARGES

Rates and Charges for the half-year ending 31 DEC 2025

Rates and Charges (see over)	1,429.80
Discount (see over)	58.29 CR
State Emergency Management Levy (see over)	125.80

Total amount payable if received by 3 SEP 2025 **1,497.31**

Total amount payable if not received by the due date **1,555.60**

FREQUENTLY ASKED QUESTIONS

I've recently purchased this property, why do I have to pay full rates?

Most likely your solicitor has allowed for the rates in your settlement. Please check your settlement statement to confirm this or contact your solicitor and/or agent.

How to view my rates account online?

Your rate notice may show an opening balance (debit or credit). The opening balance is made up of any unpaid rates and charges and/or payments made since your last notice. You can view receipts, rate notices or water rate notices, create an arrangement to pay or check your current balances online as a registered user at www.tr.qld.gov.au/propertydetails

Do I need to call to change my postal address?

You can update your postal address as well as other details and services here at: www.tr.qld.gov.au/requests or contact the customer service centre on 131 872.

HOW TO PAY - for a full list of payment options please see over the page

B **PAY**

Bill Code: 18366
Ref: 3890786

BPAY® this payment via Internet or phone banking.
BPAY View® - View and pay this bill using Internet banking.
BPAY View Registration No.: 3890786

® Registered to BPAY Pty Ltd ABN 69 079 137 518



Are you using the right Biller Code and Reference Number?



Pay using your smartphone



Download the Snip App and scan the code to pay now.



Post Billpay

Pay in-store at Australia Post



*414 003890786



24/7 phone payment

Phone
1300 451 206

WATER RATE NOTICE

P 131 872 | F 1800 448 882 | info@tr.qld.gov.au | www.tr.qld.gov.au
 PO Box 3021 Toowoomba QLD 4350 | Toowoomba Regional Council | ABN 99 788 305 360



This information was prepared as at 4 APR 2025



092013 - 044124 - 1/2 - BR QLD 4152
 DAVID MUSK HARTOGH
 PO BOX 284
 CARINA QLD 4152

REFERENCE NO: **3890786**
 ISSUE DATE: **11 APR 2025**
 DUE DATE: **14 MAY 2025**
 AMOUNT DUE: **437.41**

PROPERTY LOCATION: 4 Todwana Court, GLENVALE QLD 4350
 PROPERTY DESCRIPTION: L229/RP867546:PAR DRAYTON

SUMMARY OF CHARGES

Water Infrastructure Charge for period ending 30 JUN 2025	
Water Infrastructure Charge (See Over)	373.06
Water Consumption Charge (See Water Advice)	101.66
Discount on Water Infrastructure Charge @ 10%	37.31CR

pd 1/5/25
 \$437.41

Total amount payable if received by 14 MAY 2025 437.41

Total amount payable if not received by the due date 474.72

FREQUENTLY ASKED QUESTIONS**I've recently purchased this property, why do I have to pay full rates?**

Most likely your solicitor has allowed for the rates in your settlement. Please check your settlement statement to confirm this or contact your solicitor and/or agent.

What period does this water consumption charge cover?

Where applicable a detailed water advice is included. This provides a breakdown of when your meter was read and the period these charges cover.

How to view my rates account online?

Your rate notice may show an opening balance (debit or credit). The opening balance is made up of any unpaid rates and charges and/or payments made since your last notice. You can view receipts, rate notices or water rate notices, create an arrangement to pay or check your current balances online as a registered user at www.tr.qld.gov.au/propertydetails

Do I need to call to change my address?

You can update your postal address as well as other details and services here at www.tr.qld.gov.au/requests or contact the customer service centre on 131 872.

092013 - 044124

HOW TO PAY - for a full list of payment options please see over the page

Bill Code: 18366
Ref: 3890786

BPAY® this payment via Internet or phone banking.
 BPAY View® - View and pay this bill using internet banking.
 BPAY View Registration No.: 3890786

® Registered to BPAY Pty Ltd ABN 69 079 137 518



Are you using the right biller code and reference number?



Pay using your smartphone



Download the Sniip App and scan the code to pay now.



Post Billpay

Pay in-store at Australia Post



*414 0003890786



24/7 phone payment
 phone
 1300 451 206



WATERWISE TIP:

Read your water meter
regularly to keep an
eye on your usage
and any possible
leaks

LOCATION: 4 Todwana Court, GLENVALE QLD 4350

TIER LIMIT: 1st Tier - up to 100kL
2nd Tier - Above 100kL

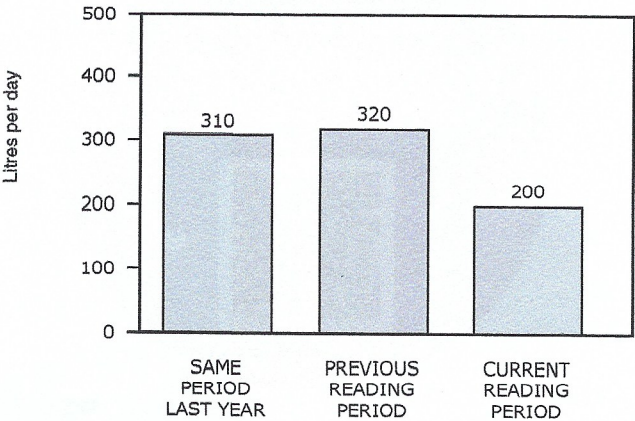
PROPERTY
DESCRIPTION: L229/RP867546:PAR DRAYTON

Meter	Meter Size	Readings		Consumption (Kilolitres)
		Start	End	
14W061568	RES 20MM 5 DIGITS	18 Jun 2024 1,215	6 Dec 2024 1,249	34
Total Consumption →				34
	34	kL 1st Tier Consumption @ \$2.99/kL		101.66
	0	kL 2nd Tier Consumption @ \$5.09/kL		0.00
	34	kL Total		101.66



092013 - 044124

YOUR AVERAGE DAILY USAGE



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy details**Item
1****1.1 Lessor**Name/trading name **Rangecrest Admin & Bookkeeping Pty Ltd T/as The Real Estate People As Representative For: David Hartogh**

Address

C/- 289 Herries Street

Newtown

QLD

Postcode 4350

1.2 Phone

(07) 4633 8899

Mobile

0448 955 912

Email

rentals@therealestatepeople.com.au

**Item
2****2.1 Tenant/s**1. Full name/s **David Berardo**

Phone

0437 830 280

Email

hotmailwog@hotmail.com

Emergency contact full name/s

Sarah Berardo

Emergency contact phone

0401198460

Emergency contact email

sarah96.b@gmail.com

2. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

3. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact 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 43Full name/trading name **The Real Estate People**

Address

289 Herries Street

Newtown, QLD

Newtown

QLD

Postcode 4350

3.2 Phone

0746338899

Mobile

0746338899

Email

pm4@therealestatepeople.com.au

Initial

DB

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



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 ☒ Facsimile Yes ☐ No ☒

4.2 Tenant/s

Email Yes ☒ No ☐ Refer to: Item 2; Section 2.1; Tenant/s; Email Facsimile Yes ☐ No ☒

4.3 Agent

Email Yes ☒ No ☐ rentals@therealestatepeople.com.au Facsimile Yes ☐ No ☒

Item 5 5.1 Address of the rental premises

4 Todwana Ct
Glenvale QLD Postcode 4350

5.2 Inclusions provided.

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

As per Entry Condition Report

5.3 Details of current repair orders for the rental premises or inclusions

None

Item 6 6.1 The term of the agreement is



fixed term agreement



periodic agreement

Initial

DB

6.2 Starting on

21 / 10 / 2024

6.3 Ending on

21 / 10 / 2025

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

Item 7

Rent \$ 500.00 per ☒ week ☐ fortnight ☐ month See clause 8(1)

Item 8

Rent must be paid on the

Due Date

day of each

Week

Insert day. See clause 8(2)

Insert week, fortnight or month

Initial

DB

Item 9

Methods of rent payment

Insert the ways the rent must be paid. See clause 8(3)

Direct Bank Transfer

Details for direct credit

BSB no. 084-961 Bank/building society/credit union NAB

Account no. 88 493 0907 Account name The Real Estate People

Payment reference 10624TOD

Initial

DB

Item 10

Place of rent payment

Insert where the rent must be paid. See clause 8(5) to 8(7)

The Real Estate People - NAB Account As above

Item 10a

Day of last rent increase

Insert the day the rent was last increased for the premises

13 / 09 / 2023

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Initial

DB



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 11 Rental bond amount See clause 13 Initial
DB

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 11)

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	<input type="text" value="100%"/>	Any other service stated in item 12.1	<input type="text" value="100%"/>
Gas	<input type="text" value="100%"/>	See special terms (page 11)	
Phone	<input type="text" value="100%"/>		

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

Electricity	<input type="text" value="Direct to Supplier"/>
Gas	<input type="text" value="Direct to provider"/>
Phone	<input type="text" value="Direct to provider"/>
Any other service stated in item 12.1 See special terms (page 11)	<input type="text" value="Rangecrest Realty/The Real Estate People"/>

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

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 **The type and number of pets approved by the lessor to be kept at the premises** See clauses 33A to 33D

Type Number Type Number

Item 18 **18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs**

Electrical repairs	<input type="text" value="SES Electrical"/>	Phone	<input type="text" value="0746387944"/>
Plumbing repairs	<input type="text" value="Ves Plumbing & Gas"/>	Phone	<input type="text" value="0499 120 351"/>
Other repairs	<input type="text" value="Asset Locksmith (or contact emergency phone)"/>	Phone	<input type="text" value="0427 355 517"/>

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

☐ Yes

☒ No - please provide lessor contact details below

Name Phone

Initial
DB

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.

- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

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 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 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 - s 357A

- (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 reletting costs under section 357A(3).
- Note* - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (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 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 a 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

Initial

DB

- (c) if the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement – in a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) The rent must be paid at the place stated in this agreement for item 10.
- (6) 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.
- (7) 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) 12 months after the last rent increase for the premises under section 93.
- (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, the increased rent is payable by the tenant only if –
- (a) the rent is increased in compliance with this clause; and
 - (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
 - (c) the increase in rent does not relate to –
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless –
- (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about excessive increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase –
- (a) is excessive; or
 - (b) is not payable under clause 10.

- (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.

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.

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

Initial
DB

- (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, 166 and 166A

- (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 lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.
- (6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.
- (7) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.
- (8) The tenant may be required to pay an amount calculated under section 166A using -
 - (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant mentioned in subclause (8); and
 - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (9) 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.

- (10) 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.

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

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 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 body corporate 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.

Initial

DB

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 - intentionally removed

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.
 - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.

- (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.
 - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions

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 generally - 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

27 Fixtures or structural changes - ss 206A-209B

- (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.

Initial *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).
 - (6) A fixture may be attached, or a structural change may be made, to premises if the fixture or structural change—
 - (a) is necessary for a tenant's safety, security or accessibility; and
 - (b) is attached or made in the circumstances, and in accordance with any requirements, prescribed by regulation.

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 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 the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the 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

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) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **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 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.

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.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

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 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

33A 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 33C.
- (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 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.

33B Tenant responsible for pets and other animals - s 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.

33C 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 33D 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;

Initial

DB

- (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 33D – 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).

33D 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 33C(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

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 lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave 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 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
 - (f) the tribunal makes an order terminating this agreement.
- (2) 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.

37 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.

Initial


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) 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.

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) 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.

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 - Download approved forms via the RTA website rta.qld.gov.au.
- (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.

Initial


Part 3 Special terms Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

Names of Approved Occupants:

 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.**

Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Signature of lessor/agent

Name/trading name

The Real Estate People

Signature

DocuSigned by:

Emma Mitchell

9AF13923F2064AC...

Date 10-10-2024

Signature of tenant 1

Print name

David Berardo

Signature

Signed by:

David Berardo

1CC6F7259CC9441...

Date 10-10-2024

Signature of tenant 2

Print name

Signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

Special Terms

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

45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) subject to the lessor's obligations under clause 25(1)(e) and 25(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

48 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

49 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Initial
DB

Special Terms *continued...*

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

50 Liability excluded

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

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

as a direct or indirect result of the tenant's negligent acts or omissions.

51 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

(2) The lessor may claim from the tenant -

- (a) any increase in the premium of the lessor's insurance; and
- (b) any excess on claim by the lessor on the lessor's insurance; and
- (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions.

52 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

53 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.

(2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;

(3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

(4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.

(5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

54 Portable pool obligations

(1) The tenant must-

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

(2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

- (a) Maintain and repair the portable pool at the tenant's own expense;
- (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
- (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
- (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

(3) In accordance with special term 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Initial

DB

Special Terms *continued...*

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

55 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (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.
- (3) For the sake of clarity, the conditions outlined in special term 55 relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

56 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

Initial
DB

Annexure A

SPECIAL TERMS CONTINUED

1. Rent is to remain 2 weeks in advance at all times.
2. When making rental payments at the bank the address of the premises and tenant's surname must be used as a reference.
3. If any contact details or employment details change, advise the office.
4. Two (2) weeks written notice (allow 2 days' postage) will be required if vacating at the end of the tenancy otherwise two (2) weeks will be charged and tenancy will not be deemed finalised until all keys are handed in to the office of the agent. You must call the office to ensure it has been received.
5. If breaking the lease before the lease end date, lease break fee of one (1) weeks rent plus GST must be paid and advertising cost to be advised at the time of your break lease (based on current REA charges + GST). You must pay rent until the property is re-let to an approved tenant whereby a lease is signed or until the end of your existing tenancy agreement whichever is sooner.
6. Any other person who wishes to become a permanent occupants of the premises must complete an application form for approval from the Owner prior to residing at the property.
7. To regularly mow the lawns and gardens to be kept to the same standard satisfactory to the Agent and the Lessor including the removal of lawn clippings.
8. All rubbish is to be put into the allocated bins and out for collection on allocated days by Toowoomba Regional council.
9. Keep the premises clean and tidy at all times.
10. The tenant will be responsible for the replacement of light bulbs and starters during and at the end of tenancy.
11. Repairs are to be notified to the office in writing or call if it is an emergency. If a repair is reported to the agency as tenant neglect (eg. Power failure due to tenant's appliance, something blocking a toilet or sink being tenant related) the tenant agrees to pay the tradesperson account within 14 days of request.
12. If the property is deemed water efficient the tenant/s will be responsible for paying for all water usage. The first 100 kl, within a 6-month period, will be charged at the first tier specified by the Council at time of issuing. Any water used over 100 kl within the same period will be charged at second tier rate as per the council at time of issuing.
If the property is NOT deemed water efficient and on a separate meter, the tenant/s will be responsible for paying for the Excess water usage (anything over 100 kl) at the second tier rate as specified by the Council at time of issuing within a 6-month period.
13. Invoices are issued every 3 months and are to be paid within 4 weeks from issue date. If invoices are not paid within 4 weeks a Remedy Breach Notice may be issued. Invoices will be charged to bond at the end of the tenancy if there are any outstanding.
14. If locked out of the property, our office set can be obtained by the tenant/s only from the office during business hours and returned the same day. If after hours' tenant/s will incur a fee of \$65 plus GST, to meet an agent at the office or call a locksmith at their cost. Should keys be lost or misplaced, it is the tenant/s responsibility to have a new set cut and copies given to the agent. Locks are not to be changed without owner approval and keys must be supplied to our office.
15. Inspections will be carried out a minimum of two times per year with a week's written notice. Tenant/s agree that should they be unavailable at the inspection time the agent will use their set of keys to access the property to complete the inspection. External and internal photo's may be taken at each inspection.
16. Tenant/s and guests agree not to smoke/vaping inside the property.
17. Unregistered vehicles will not be kept at the premises. The only vehicle/s permitted are tenants vehicles as per details supplied on the tenant/s application/s and vehicles are not to be parked on the grass areas. Vehicles of tenant/s and guest must be parked either in the driveway or on the road side.
18. No additional hooks, screws or nails are to be added to walls, ceilings and doors without the agent's approval.
19. No blu tac, sticky tape, posters or anything adhesive is to be placed on walls, doors or ceilings. If not adhered to and marks are left behind the tenant will be charged the cost of repairs and repaint the damages.
20. Tenants are to ensure everyone residing at the home and visitors are to keep away from the cords/chains attached to blinds and curtains for safety reasons, they area to remain on the side hooks when not in use.
21. If have an approved dog, if must be restrained for ease of access on the day of a routine inspection irrelevant of whether you consider your dog to be friendly. The property manager will not enter the area resulting in non-assessment of this area and being indicated to the owner.
22. The allocated day and time of a routine inspection cannot be changed, there are no other available times and our office cannot call prior to going as the entry notice is our notice to you, indicating that a property manager will be entering.

Initial
DB

INITIALS (Note: initials not required if signed with Electronic Signature)

000035619272


Annexure B

SPECIAL TERMS CONTINUED

23. Tenant/s are to maintain the pool by removing leaves and debris, turning the pump on regularly and ensuring the filter is clean and operating. Also keep the area clean and tidy and not obstructing the fence line in a matter that can create ways of others entering the pool without permission or the necessary adult supervision.
24. Our agency is required to collect personal information from tenants to be able to manage the tenancy. This information may be disclosed to the lessor, tradespeople, government departments, tenant database registers, body corporate, tribunals, courts, insurance companies, referees is the future for rental reference checks, related parties in order to manage the property as required by law and legislation. Contact the office if your details change.
25. The Tenant/s must not create noise likely to interfere with the peaceful enjoyment of the neighbours of the property. Noise must be kept to a minimum between 10pm and 5 am.
26. For a tenancy of 12 months or more, notwithstanding the provisions of Annexure A 2(a), carpets are to be cleaned from time to time as reasonably requested by the Lessor/Agent. All marks and stains are to be removed promptly regardless of the time at the property.
27. The tenant/s acknowledge and agree it is the tenant/s responsibility to arrange for connection of Electricity (unless account is in owner's name) and all required services upon commencement of occupancy and termination of services that they have connected when vacating the premises.
- The tenant/s are to make their own enquiries in regard to the availability of internet services prior to signing the Tenancy Agreement.
28. The obligation of the tenant/s at the end of the occupancy regarding the condition of the premises include -
- (a) having all carpets shampooed/steam cleaned (i) to the same standard they were in at the start of the tenancy, fair wear and tear excepted and (ii) on the last day of the occupancy and (iii) giving the lessor's agent a copy of any professional carpet cleaner's receipt (iv) if birds or any animals have been kept at the premises, to pay for the premises to be fumigated and deodorised by a professional fumigator as per your signed pet application and agreement.
29. The tenant/tenants commit and agree to addressing any lingering smells or stains not present at the beginning of the tenancy, by treating the subflooring and replacing the affected areas at the conclusion of the agreement.

Tenants to sign agreement: **David Berardo**

Date

Signed by:

 1CC6F7259CC9441...
 10-10-2024

Agent to sign:

Date

DocuSigned by:

 9AF13923F2064AC...
 10-10-2024