

Seller Disclosure Report

Vendor/s

ROSEJANE ELEONORA ROGERS, GRANT KYLE HALTER

Property Address

12 DELVUE CR, HIGHFIELDS QLD 4352

Prepared On

Wednesday, August 27, 2025

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Disclosure Statement

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 ROSEJANE ELEONORA ROGERS, GRANT KYLE HALTER

Property address 12 DELVUE CR, HIGHFIELDS QLD 4352
(referred to as the
“property” in this
statement)

Lot on plan description Lot 16 on RP867553

Community titles scheme
or BUGTA scheme:

Is the property part of a community titles scheme or a BUGTA scheme:

☐ **Yes**

*If **Yes**, refer to Part 6 of this statement
for additional information*

☒ **No**

*If **No**, please disregard Part 6 of this statement
as it does not need to be completed*

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 *Land Title Act 1994*
showing interests registered under that Act for the property.

☒ **Yes**

A copy of the plan of survey registered for the property.

☒ **Yes**

Registered encumbrances	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. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue ☒ Yes ☐ No to affect the property after settlement. 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. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: PLEASE REFER TO THE REIQ CONTRACT TI » the amount of rent and bond payable: PLEASE REFER TO THE REIQ CONTRACT TI » whether the lease has an option to renew: PLEASE REFER TO THE REIQ CONTRACT TI Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in ☐ Yes writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> Please refer to the attached Statutory Encumbrance Maps and Annexure for further information.
Residential tenancy or rooming accommodation agreement	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. ☒ Yes ☐ No 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> 13/06/2025 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. 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.

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	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>): Low density residential zone		
Transport proposals and resumptions	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. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: 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). ☐ Yes ☒ No 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). ☐ Yes ☒ No 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). ☐ Yes ☒ No		
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>		
Heritage	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). ☐ Yes ☒ No		
Flooding	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.		
Vegetation, habitats and protected plants	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.		

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	There is a relevant pool for the property.	☐ Yes	☒ No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	☐ Yes	☒ No
	Pool compliance certificate is given.	☐ Yes	☒ No
	OR Notice of no pool safety certificate is given.	☐ Yes	☒ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	☐ Yes	☒ No
	<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>		
Notices and orders	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.	☐ Yes	☒ No
	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.	☐ Yes	☒ No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	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.		

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: \$1,204.97 Date Range: 01/07/2025 - 31/12/2025
	OR
	The property is currently a rates exempt lot.** ☐
	OR
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. ☐

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

**** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.**

	Whichever of the following applies—
Water	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is: Amount: \$373.06 Date Range: 04/04/2025 - 30/06/2025 OR There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is: Amount: Insert estimated amount Date Range: Insert date range

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

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. ☐ Yes ☒ No <i>(If Yes, complete the information below)</i>
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. ☐ Yes 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.
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. ☐ Yes ☐ No <i>If No</i>— An explanatory statement is given to the buyer that states: ☐ Yes » 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.
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 ☐ Yes ☒ No <i>(If Yes, complete the information below)</i>
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. ☐ Yes ☐ No <i>If No</i>— An explanatory statement is given to the buyer that states: ☐ Yes » 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.

Signatures – SELLER

Signed by:
Rosejane Rogers
AEE767A03D25DB59

Signature of seller

Rosejane Rogers

Name of seller

27/08/2025 04:13 pm

Date

Signed by:
Grant Halter
B1F0452B21639C66

Signature of seller

Grant Halter

Name of seller

25/08/2025 12:13 pm

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

Name of buyer

Date

Signature of buyer

Name of buyer

Date

Searches

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53079139
Search Date: 21/08/2025 20:52

Title Reference: 50017433
Date Created: 26/09/1994

Previous Title: 18560016

REGISTERED OWNER

Dealing No: 722720589 01/09/2023

ROSEJANE ELEONORA ROGERS
GRANT KYLE HALTER JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 16 REGISTERED PLAN 867553
Local Government: T00W00MBA

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10524179 (POR 1143)
2. MORTGAGE No 722720590 01/09/2023 at 14:44
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 **

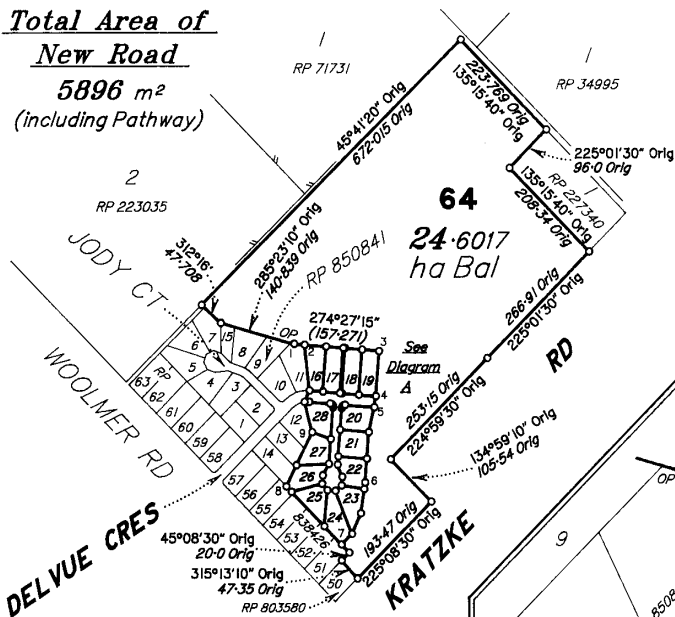
COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

A.A.W.

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

Total Area of New Road

5896 m²
(including Pathway)



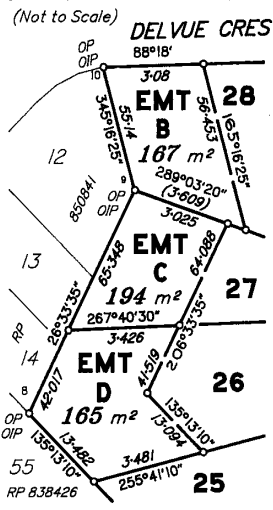
STN	TO	ORIGIN	BEARING	DIST
2	OIP	RP 850841	94°27'15"	1-0
3	Pin		4°27'15"	1-0
4	Pin		188°39'50"	1-0
5	Pin		8°39'50"	1-0
6	Pin		4°27'15"	1-0
7	Pin		45°13'10"	1-0
8	OIP	RP 850841	135°13'10"	1-0
9	OIP	RP 850841	206°33'35"	1-0
10	OIP	RP 850841	24°03'30"	1-0
11	Pin		4°27'15"	1-0
12	OIP	RP 850841	204°03'30"	1-0
13	Pin		274°27'15"	5-0
13	Pin		184°27'15"	5-0
14	Pin		184°27'15"	5-0
14	Pin		94°27'15"	5-0
15	Pin		274°27'15"	1-0
16	Pin		94°27'15"	1-0

SCALE — 1:1500

DIAGRAM A

DIAGRAM B

(Not to Scale)



Peg placed at all
new corners.

Original information
Compiled from
RP 850841 in the
Department of
Lands.

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
12 — OIP	RP 850841	247°24'	35-48	103130
14 — PM		351°21'	3-387	106340

ADDITIONAL REFERENCE MARKS

STN	TO	BEARING	DIST
4	Screw in Conc. Kerb	188°39'50"	5-575
5	Screw in Conc. Kerb	8°39'50"	5-842
11	Screw in Conc. Kerb	1°22'30"	5-737
12	Screw in Conc. Kerb	181°22'30"	5-837
13	Brass Plaque 'W' in Conc. Kerb	69°40'	3-475
13	Screw in Conc. Kerb	94°27'15"	3-944
13	Screw in Conc. Kerb	4°27'15"	4-42
14	Brass Plaque 'W' in Conc. Kerb	297°22'	3-407
14	Screw in Conc. Kerb	274°27'15"	3-925
14	Screw in Conc. Kerb	4°27'15"	4-345
15	Screw in Conc. Kerb	274°27'15"	4-7
16	Screw in Conc. Kerb	94°27'15"	4-8

PLAN OF Lots 16 to 28 and 64 and Proposed
EMT B in Lot 28, Proposed EMT C in Lot
27 and Proposed EMT D in Lot 26

Cancelling Lot 64 on RP 850841

ORIGINAL PORTION 1143

NO SURVEY RECORDS DEPOSITED

MERIDIAN

MAP REF

SCALE

FILE REF

ENDORSED

REGISTERING DIST

RP 850841

9243-2231

1:8000

17.8.94

BRISBANE

REGISTERED

PLAN 867553

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 1992 and that the said
survey was completed on 20/7/1994.

20/7/94
Licensed Surveyor

PARISH TOOWOOMBA
COUNTY Aubigny

TOWN/LOCALITY CROWS NEST S. C.

LOCAL AUTHORITY TOOWOOMBA

LAND AGENTS/MINING DISTRICT

MINING FIELD

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

CROWN COPYRIGHT RESERVED

495-B

THE INSTITUTION OF SURVEYORS AUSTRALIA (QUEENSLAND DIVISION)
BY AUTHORITY LICENCE NUMBER 67

867553

PLAN 867553

Property Fact Pack

develo

12 Delvue Crescent
Highfields QLD 4352

YOUR DIGITAL COPY



Easements



Flood History



Character



Flood Risk



Coastal Flood Risk



Historic Imagery



Overland Flow Flood Risk



Flood Planning Risk



Vegetation

At a glance

This report provides important property information and identifies the common considerations when buying property, building or renovating.



Easements



NO
CONSIDERATIONS
IDENTIFIED



Flood Risk



NO
CONSIDERATIONS
IDENTIFIED



Character



NO
CONSIDERATIONS
IDENTIFIED



Vegetation



CONSIDERATIONS
IDENTIFIED



Environment



NO
CONSIDERATIONS
IDENTIFIED



Bushfire Risk



NO
CONSIDERATIONS
IDENTIFIED



Noise



NO
CONSIDERATIONS
IDENTIFIED

DATE OF REPORT

21st of August, 2025

ADDRESS

12 DELVUE CRESCENT

LOT/PLAN

16/RP867553

COUNCIL

Toowoomba

ZONING

- Low Density Residential
- Park Residential

UTILITIES

- Power

SCHOOL CATCHMENTS

- Highfields SS
- Highfields State Secondary College

CLOSEST CITY

Toowoomba - 11km

Easements

What access rights exist over the property?



Sources: Qld Spatial

THINGS TO KNOW

Easements are legal rights allowing a person or government authority to access a specific portion of land for a particular purpose. They are commonly required for the maintenance of utilities including large water and sewer pipes, stormwater drains, and power lines. Easements are also created for shared vehicle access through a property or for maintenance of built to boundary walls.

Easements are recorded on a land title and agreed to by the landowner at the time of subdivision. The easement remains on the title even if the land is sold to someone else. Typically, a landowner cannot build permanent structures within an easement area or obstruct the access of the authorised party.

Before building within or over an easement, you must obtain approval from the easement owner and should speak to a building certifier to understand any specific considerations.

Note: The map identifies only publicly registered easements provided by the relevant authority and is not a definitive source of information. You should order a certificate of title & survey plan from the titles office to be sure. Although rare, private covenants or agreements over the land may exist. If you have specific concerns about land entitlements, please contact a solicitor.

Questions to ask

- Does the easement benefit or burden the property?
- Who is responsible for the land within the easement area?
- What other impacts does the easement have on the design of my building?

LEGEND

-  Selected Property
-  Easement

Flood Risk

Is the property in a potential flood area?



Sources: Toowoomba Regional Council, Department Of Resources

THINGS TO KNOW

If your property is in a potential flood area, it's important to understand the possible risks, impacts and causes of flooding. Flooding commonly happens when prolonged or heavy rainfall causes waterways to rise, overflowing into nearby properties.

The likelihood of a flood is often described using Annual Exceedance Probability (AEP), which shows the chance of a flood happening in any given year. For example, a 1% AEP flood has a 1 in 100 chance of occurring annually.

Building, renovating, or developing in flood-prone areas may require government assessment. For instance, floor heights might need to be built above flood levels, or structures designed to allow water to flow beneath raised buildings.

It is important to check with your local authority (e.g. flood check report) to understand flood risks and access detailed information.

Note: Government flood risk models are broad guides that estimate flood probability and acceptable risk but don't guarantee site-specific accuracy or immunity. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels rendering the mapping invalid. For specific concerns, consult your local authority, local flood check or a qualified professional.

Questions to ask

- What are the building requirements in a potential flood area?
- Can the flood risk be reduced through design measures?
- What is the probability of flooding and is this an acceptable risk for your plans?

LEGEND

- Selected Property
- Very High Possibility Flood Area
- High Possibility Flood Area
- Moderate Possibility Flood Area
- Medium To Low Possibility
- Low Possibility
- Low Possibility Flood Area

Character

Is the property in a character or heritage area?



THINGS TO KNOW

Heritage and character places are generally to be retained or restored to preserve their unique character value and charm. Any extensions or alterations to existing heritage buildings should complement the traditional building style of the area. There may also be demolition restrictions for existing heritage buildings.

If a property is identified in a character area, any new houses or an extension to a house **may** need to be designed to fit in with the existing building character of the area.

Note: It is not only houses or buildings that are protected by heritage values, there may be structures or landscape features on site that are protected by heritage values. It is essential to consult with the local authority, town planner or a building certifier for guidance on heritage places.

Questions to ask

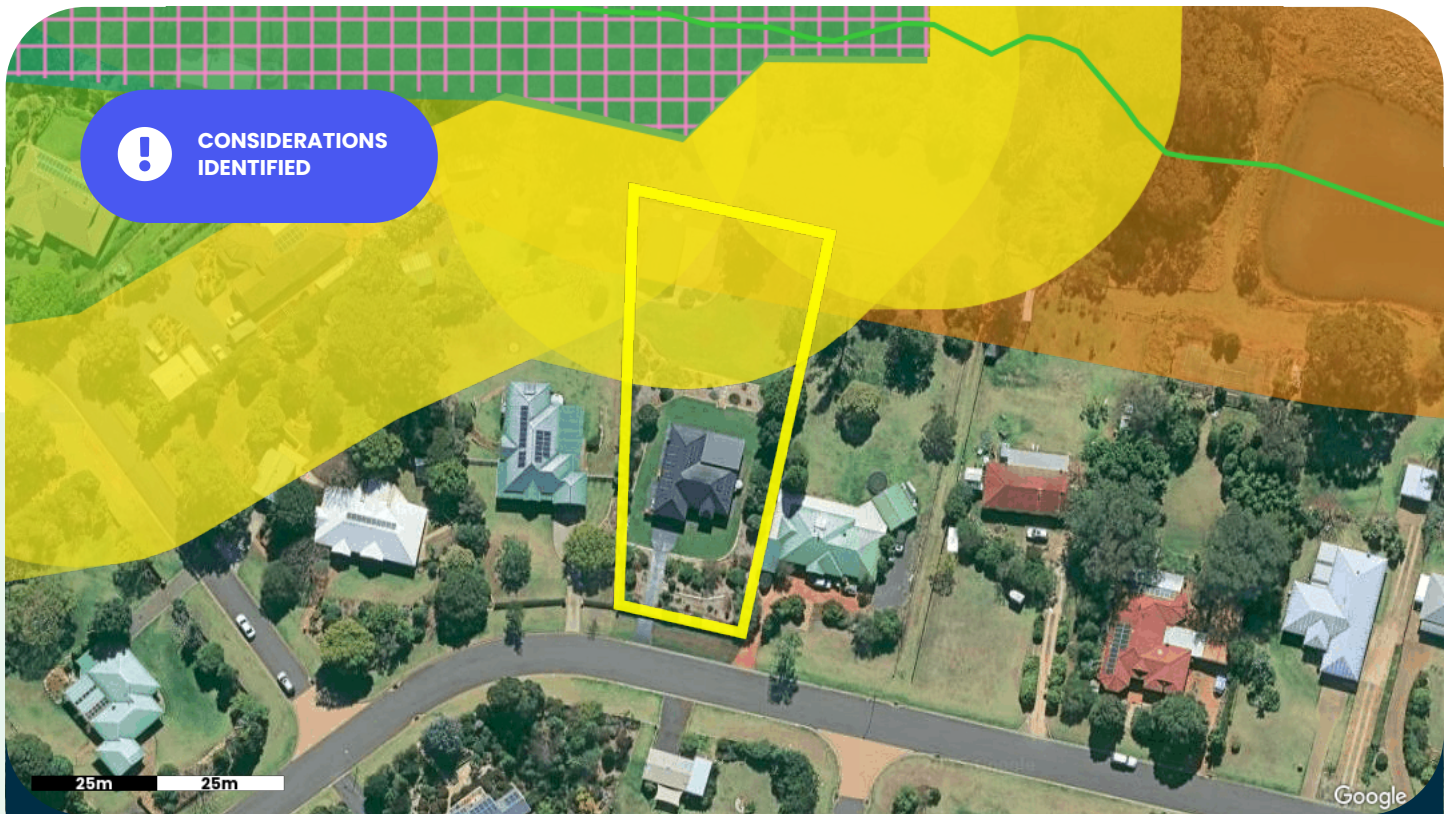
- Is the property protected by Character or Heritage restrictions?
- What impacts do these restrictions have on renovations, extensions, or new builds?
- Is approval required for works under Character or Heritage restrictions?
- How does this consideration positively or negatively impact the property?

LEGEND

 Selected Property

Vegetation

Is the property in an area with vegetation protection?



Sources: Toowoomba Regional Council, Queensland Government

THINGS TO KNOW

Properties located in protected vegetation areas may have tree clearing restrictions over the native vegetation or significant vegetation on the property. Your property may have vegetation protection if it:

- is located near a river, creek or a waterway corridor
- is located in a bushland area or rural area with native vegetation
- contains large significant trees even in an urban area
- the trees have heritage values and cultural sentiment

If these features are present, your property may contribute to the preservation of important environmental or cultural values. In these cases, planning controls may apply to help guide how vegetation is managed or how land can be developed.

Note: The map provided identifies areas that may have restrictions on tree clearing of native vegetation or significant. The mapping is based on broad modelling assumptions and does not assess each site individually. Newly subdivided lots may already have considered protected vegetation in the design of the subdivision and removal of vegetation approved by Council. To obtain accurate information about tree clearing and building on a site with protected vegetation considerations, it is recommended to contact your local Council or a local arborist for guidance.

Questions to ask

- Where is the protected vegetation located on the property?
- Is the identified vegetation "native" or an introduced species?
- How does this consideration positively or negatively impact the property?

LEGEND

- Selected Property
- Protected Vegetation - Rvm Cat B (Remnant Vegetation)
- Regulated Vegetation
- Watercourse - Mses
- Area Of Ecological Significance
- Buffer Area Of Ecological Significance
- + Essential Habitat
- Waterway Or Wetland Area
- Waterway Or Wetland Buffer Area

Environment

Are there any environmental values present on the property?



Sources: Queensland Government

THINGS TO KNOW

Environmental values are areas identified by government authorities to help protect biodiversity through the planning system and environmental protection frameworks. These values may include:

- national parks and protected environmental areas
- protected species and their habitats
- important wetlands and waterways
- endangered or of concern regional ecosystems and riparian zones

If an environmental value is identified on your property, it's important to understand what this means for land use. In many cases, especially in urban or built-up areas, these values may not affect how you use or develop the land. However, they may place restrictions on construction or activities such as clearing native trees. To find out what implications these values have for your property, consult a qualified environmental professional or contact the relevant government authority.

Note: The accompanying map highlights areas where restrictions may apply to vegetation clearing or land use restrictions. It is based on broad modelling assumptions and does not assess each site individually. In newly subdivided areas, environmental values may have already been considered during the subdivision approval process.

Questions to ask

- Where are the areas with environmental value located on the property?
- What type of vegetation or habitat is protected, and how does it contribute to local biodiversity?
- How might these environmental values influence development or use of the property?

LEGEND

-  Selected Property
-  Wildlife Habitat - Mses
-  Core Koala Habitat Area

Bushfire Risk

Is the property in a potential bushfire area?



Sources: Toowoomba Regional Council

THINGS TO KNOW

Being located in a bushfire risk area does not guarantee a bushfire occurrence but signifies that the property has been identified as having conditions conducive to supporting a bushfire. Factors such as a dry climate, dense surrounding vegetation, and steep landscapes all contribute to the impact and intensity of a bushfire.

If you plan to build or develop in a bushfire area, your construction may need to adhere to specific requirements to ensure resident safety. This could involve proper building siting, creating barriers and buffer zones around your home, and using appropriate building design and materials to minimise the impact of bushfires.

Note: The map provided is based on broad government modelling assumptions and does not assess each site individually or guarantee bushfire immunity.

Newly subdivided lots may have already considered bushfire risk in the design of the subdivision, potentially involving vegetation removal, and gained approval from the Council. You should speak with the Council or a building certifier to identify any relevant safety requirements for your site.

Questions to ask

- What is the significance of the bushfire risk to the property?
- What can be built in a bushfire risk area?
- Can bushfire impacts be reduced through design?

LEGEND

-  Selected Property
-  Medium Potential Bushfire Area

Steep Land

Is there significant slope on this property?



Sources: Department Of Resources

THINGS TO KNOW

Understanding how the land slopes on your property is important to know for building construction, soil and rainwater management purposes. A sloping block is a title of land that has varying elevations. Whether the slope is steep or gradual, knowing the land's topography helps in planning and building structures on site.

A flat block of land is generally easier to construct on but sloping land has other benefits if the building is designed well, such as improved views, drainage and ventilation. Properties with steep slopes pose challenges, particularly regarding soil stability. Retaining walls and other stabilisation measures may be necessary to prevent erosion and ensure the safety of structures.

For an accurate assessment of your property's slopes and suitability for construction, consult a surveyor or structural engineer.

Note: The information provided is based on general modelling assumptions and does not evaluate each site individually. Changes in the landscape such as retaining walls may have occurred. The contour lines provided show elevation measurement above sea level.

Questions to ask

- Where is the steep land and/or landslide risk located?
- How does this affect what can be built on the property?
- Can the steep land and/or landslide risk be improved?

LEGEND

-  Selected Property
- Property Est. Fall: ~9m
-  Property High: ~594m
-  Property Low: ~585m



Noise

Is the property in a potential noise area?



THINGS TO KNOW

Some properties may be located near uses that generate noise such as road, rail and airport traffic. These noise generating uses can cause some nuisance for the occupants of a building if it is loud and consistent. When building, extending or developing property in a noise affected area, you may be required to consider design features that reduce noise for the residents of the dwelling.

Common design features some local Councils may require include installing double glazing windows, noise attenuation doors and fences. You may wish to contact an acoustic engineer for more information.

Note: The map provided identifies noise based on government broad modelling assumptions and does not assess each site individually or any nearby sound barriers such as acoustic fences, buildings, vegetation, or earth mounds.

Questions to ask

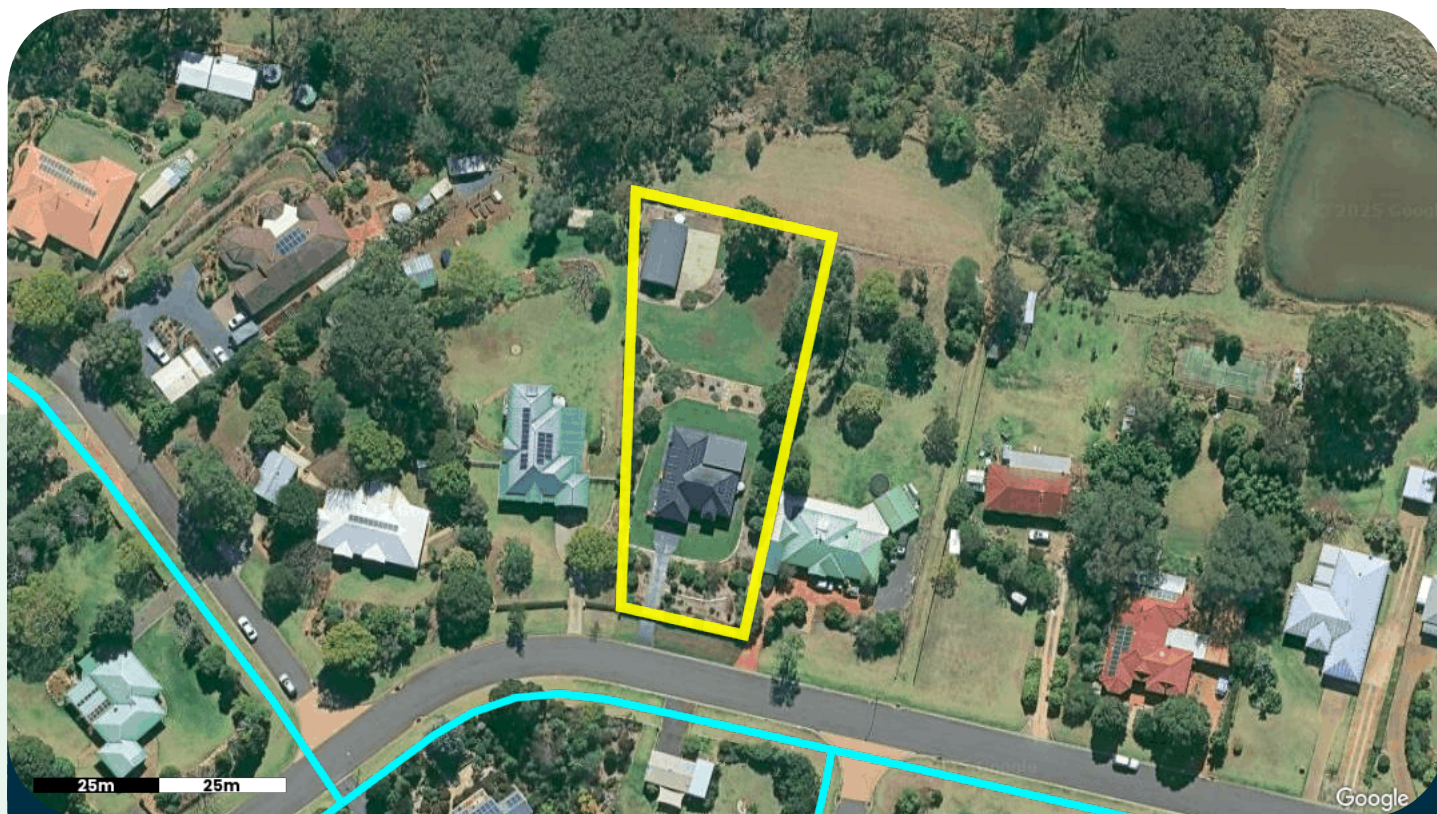
- What is the significance of the noise impacts?
- How do noise impacts affect renovations, extensions or new builds?
- How can noise impacts be reduced through design?
- How might you confirm the noise levels and whether they are acceptable?

LEGEND

 Selected Property

Water

Are there any water pipes nearby?



Sources: Toowoomba Regional Council

THINGS TO KNOW

Water mains carry potable water from water treatment facilities to properties to use for drinking, washing and watering of gardens. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.

Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

PROPERTY DUE DILIGENCE REPORT | 12 DELVUE CRESCENT

LEGEND

-  Selected Property
-  Water Pipe

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

- Where is the water infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified water infrastructure?

Stormwater

Are there stormwater pipes on or near the property?



Sources: Toowoomba Regional Council

THINGS TO KNOW

Council stormwater pipes collect piped roof water and surface water from a number of properties and direct flows away from buildings. These pipes are owned by Council and feed into large pipes which collect water from the street curb and channel.

You will need government approval to build over or near a large stormwater pipe. It is important to locate these pipes before digging to ensure they are not damaged. Please contact the local authority to access detailed plans that show the size and depth of pipes.

Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground.

The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

- Where is the stormwater infrastructure located on the property?
- Is there a lawful point of stormwater discharge available to the property?
- What impacts might this have on renovations, extensions, new builds or redevelopment?
- What can you build over or near the identified stormwater infrastructure?

LEGEND

-  Selected Property
-  Stormwater Pipe
-  Stormwater Inlet

Power

Are there any power lines on or near the property?



Sources: Ergon

THINGS TO KNOW

Power lines (overhead or underground) transmit electricity from power stations through cables to individual properties. It is important to locate these cables before digging or undertaking overhead work near power lines, to ensure they are not damaged or workers injured.

Note: The map provided identifies the general location of large power mains identified by the service authority. The location of cables and power lines in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative cable location is provided as a guide only and not relied upon solely before undertaking work. Please contact the relevant Service Authority to find out further detailed information.

Questions to ask

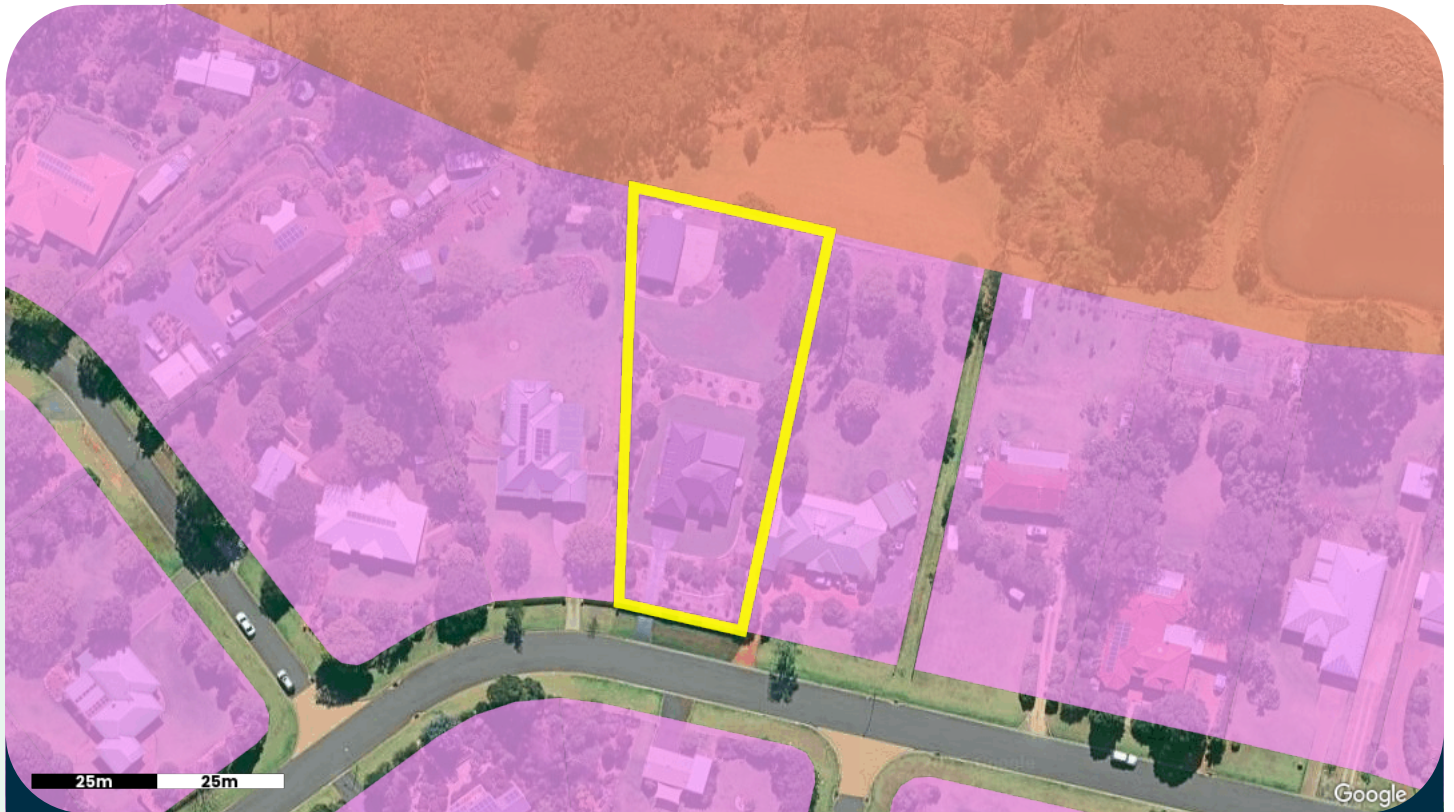
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

-  Selected Property
-  Underground Power Cable (LV)

Zoning

What zone is my property?



Sources: Toowoomba Regional Council

THINGS TO KNOW

Zoning helps organise cities and towns by dividing properties into specific land use types, such as commercial, residential, industrial, agricultural, and public-use. This structured approach prevents disorderly development, making cities and towns more livable, navigable, and attractive.

Zoning rules determine how land can be used and developed, including identifying desirable developments like townhouses or apartment units near public transport. Zoning may also impose restrictions on building heights to preserve local neighbourhood views.

Local area plans provide even more specific details to protect an area's unique character or encourage growth in suitable places. These plans can modify zoning rules and influence development possibilities, supporting economic growth, preserving local identity, providing open spaces, and improving transport routes.

Note: To determine the development possibilities for your property, it's essential to review the planning documents provided by local authorities, contact directly, or consult with a practising town planner.

Questions to ask

- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

LEGEND

-  Selected Property
-  Community Facilities - Government
-  Low Density Residential - Park Residential

Boundary

View your property boundaries



LEGEND

Selected Property

DISCLAIMER

This report is provided by Develo Pty Ltd as a general guide only and is intended to support due diligence when considering a property. While care is taken to compile and present information from a variety of reliable third-party sources, including government and regulatory datasets, Develo Pty Ltd makes no representations or warranties about the accuracy, currency, completeness, or suitability of the information provided.

Information displayed in this report may be derived from third-party data modelling, automated algorithms, and publicly available or licensed third-party datasets. All data is subject to change without notice and may not reflect recent developments, site-specific conditions, or council-approved amendments. Due to the limitations of digital mapping, imagery distortion, and third-party data dependencies, all spatial data, infrastructure locations, distances, and risk indicators are indicative only.

This report does not constitute legal, financial, planning, or building advice, and must not be relied upon as a substitute for independent professional advice. Readers should conduct their own enquiries and seek qualified advice from a solicitor, town planner, surveyor, certifier, or relevant authority before making decisions or relying on this information.

To the maximum extent permitted by law, Develo Pty Ltd disclaims all liability for any loss, damage, cost, or expense incurred by any person arising from any use or reliance on this report or the data contained within it, including but not limited to errors, omissions, or inaccuracies. No liability is accepted for decisions made on the basis of this report or its contents.

By accessing this report, you acknowledge and accept the above terms and assume full responsibility for verifying all information independently prior to undertaking any development, renovation, or transaction.

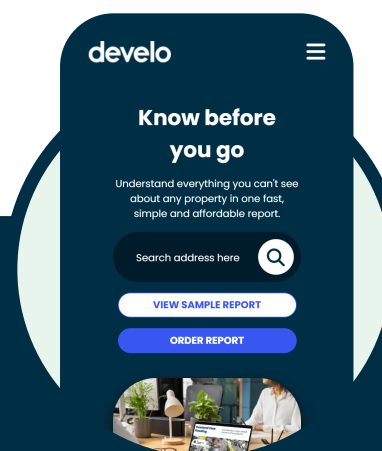
WHO ELSE COULD USE THIS REPORT

- ✓ Your mortgage broker and bank
- ✓ Your building and pest inspector
- ✓ Your conveyancing solicitor
- ✓ Your building professional consultant. eg. architect, designer and builder.

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Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack PTY LTD
PO Box 10314, Adelaide Street
Brisbane QLD 4001

Transaction ID: 51043214 EMR Site Id: 22 August 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 16 Plan: RP867553
12 DELVUE CR
HIGHFIELDS

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority

Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference **941061**

Date: 21/08/2025

Search Request reference: **171010685**

Applicant details

Applicant: SearchX Ltd
orders@search-x.com.au

Buyer: SearchX Pty Ltd

Search response:

Your request for a property search on Lot 16 on Plan RP867553 at 12 Delvue Cr, Highfields Qld 4352 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
< <https://planning.dsdmip.qld.gov.au/maps/sara-da> >
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
< <https://planning.dsdmip.qld.gov.au/maps/spp> >

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.

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 - 032786 - 1/2 - BD 042 4352

ROSEJANE ELEONORA ROGERS AND GRANT KYLE
HALTER
31 SPORTSMAN DRIVE
KLEINTON QLD 4352

REFERENCE NO: **7187569**
ISSUE DATE: **11 APR 2025**
DUE DATE: **14 MAY 2025**
AMOUNT DUE: **3,752.53**

PROPERTY LOCATION: 12 Delvue Crescent, HIGHFIELDS QLD 4352
PROPERTY DESCRIPTION: Lot 16 RP867553

SUMMARY OF CHARGES

Water Infrastructure Charge for period ending 30 JUN 2025	
Opening Balance as at 4 APR 2025	1,952.17
Water Infrastructure Charge (See Over)	373.06
Water Consumption Charge (See Water Advice)	1,464.61
Discount on Water Infrastructure Charge @ 10%	37.31CR

Total amount payable if received by 14 MAY 2025 **3,752.53**

Total amount payable if not received by the due date **3,789.84**

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 - 032786

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



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Ref: 7187569

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BPAY View® – View and pay this bill using internet banking.
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Post Billpay

Pay in-store at Australia Post



*414 0007187569



24/7 phone payment
phone
1300 451 206

DETAILED RATES AND CHARGES

DESCRIPTION:	BASIS:	HALF YEAR CHARGE:	AMOUNT:
Residential Infrastructure Charge 20mm *	Units 1	373.06	373.06
Total Water Infrastructure Charges			373.06

*10% Discount applies if paid by due date

METHODS OF PAYMENT



Paying online - Visit www.tr.qld.gov.au/payments



Direct debit (rates easy-pay) - You may have your rate notice paid directly from your nominated cheque or savings account on the due date or in small, regular payments in advance. Allow 7 days for the direct debit to be set up. For more information please contact Council on 131 872.



Paying by phone - 24/7, pay by phone using your Visa or Mastercard. Phone **1300 451 206**.



By mobile - Download the Sniip app to your iPhone or Android device, create your account, select 'Scan to Pay Bills' and scan the circular QR code to pay now. (*Sniip is not available for iPads or tablets.*)



Biller Code: 18366
Ref: 7187569

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In-store

Australia Post - Payments can be made at any Australia Post office with a copy of your rate notice. Cash, cheque or eftpos payments are accepted.



Paying in person - Cash, cheque, money order, eftpos, Visa or Mastercard. Present this notice to Council's customer service centres, 8.30am to 5pm weekdays (except public holidays). Service Centres are in Clifton, Crows Nest, Goombungee, Highfields, Millmerran, Oakey, Pittsworth and Toowoomba.



Services Australia

Centrepay - Go to servicesaustralia.gov.au/centrepay for more information. Centrepay Reference: 555 071 719T.



Mail - Mail your payment to Toowoomba Regional Council, PO Box 3021 Toowoomba Qld 4350. (*Payment must be received by the due date.*)

Visa and Mastercard payments will attract 0.33% surcharge.

Council cannot accept cheques issued by financial institutions that have discontinued cheque services. Please contact your financial institution about any change in cheque services that may impact you.

IMPORTANT INFORMATION

Rates and charges for the property described in this notice are due and payable by the owner(s) of the property by the due date specified on the front of this notice.

Discount will only be allowed if the Amount Due is received at Council by the due date. If you post your payment, please ensure that the date of posting allows sufficient time for delivery to Council by the due date. Discount will not be allowed if your payment is received after the due date.

Pensioners who hold a pensioner concession card or Veterans Affairs gold card are eligible for a remission of rates. An application form must be completed at your local service centre on or before the due date for payment of this rate notice.

Interest is charged on all overdue rates and charges six monthly in arrears (ie. at the end of the previous half-year in which same became due and payable) at the rate of 8.5% per annum, calculated and charged half yearly.



Are you moving? Please ensure that you advise Council of your new postal address.



Please quote your reference number when writing or phoning.



If you're unable to pay this notice by the due date, please contact Council immediately to arrange a payment schedule.

RECEIVE THIS NOTICE ELECTRONICALLY



BPAY VIEW NOTICES

By using BPAY View, you can receive, pay and store your rate notices in your online banking account. You will be notified when your next notice arrives by email, SMS or internet bank notification, depending on your preference and Financial Institution.



EMAIL NOTICES

You can now choose to receive your rates notices via email rather than through the post. Please help save our environment and register today.

Follow these steps:

- go to www.tr.qld.gov.au/emailmyrates
- register using information from the front of this notice.



GO PAPERLESS WITH SNIIP

Simply register for **m-Billing™** in the Sniip app, and receive your bills directly into your mobile via a push notification.



WATERWISE TIP:

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

LOCATION: 12 Delvue Crescent, HIGHFIELDS QLD 4352

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

PROPERTY

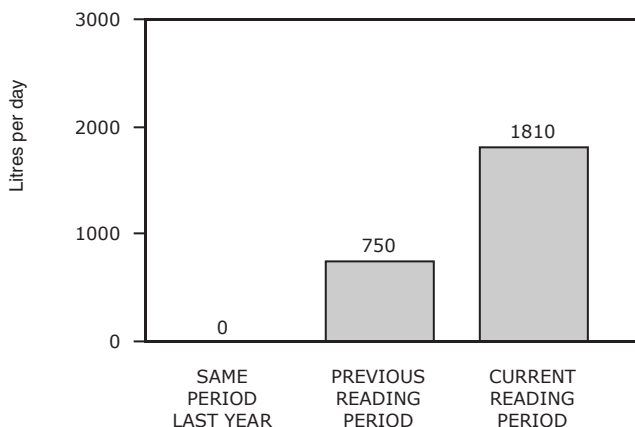
DESCRIPTION: Lot 16 RP867553

Meter	Meter Size	Readings		Consumption (Kilolitres)
		Start	End	
23W051608	RES 20MM 5 DIGITS	9 Aug 2024 134	7 Feb 2025 463	329
Total Consumption →				329
	100	kL 1st Tier Consumption @ \$2.99/kL		299.00
	229	kL 2nd Tier Consumption @ \$5.09/kL		1,165.61
	329	kL Total		1,464.61



092013 - 032786

YOUR AVERAGE DAILY USAGE



MONITOR YOUR WATER USAGE

The best way to monitor your water consumption is by regularly checking your water meter.

Most properties will be fitted with either a mechanical or a smart water meter. These water meters are generally located in the front right or left corner of your property, below ground level, and beneath a cement or plastic lid.

HOW TO READ YOUR MECHANICAL WATER METER

- Read your meter from left to right.
- Black digits are kilolitres (1000L) and red digits are litres.
- Record your meter reading regularly to help gauge your water use and detect leaks early!



An example of a meter reading is

Kilolitres (figures in black)				Litres (figures in red)			
thousands	hundreds	tens	kilolitres	hundreds	tens	litres	tenths/ litre
0	3	4	6	9	1	2	5

HOW TO READ YOUR SMART WATER METER

- Lift the lid on the top of the meter (the screen will automatically turn on with sufficient light).
- By default, the smart meter will display total cumulative water consumption - the number on the screen represents kilolitres of water used to five decimals.
- Use the light sensor to toggle through meter information displayed on the screen by placing your finger on the sensor. The screen will go back to cumulative consumption after 15 seconds of inactivity.

Meter
reading (kL's)

Light sensor



Example display shows a reading of 91.5kL

HOW TO DETECT LEAKS

If your meter reading has increased for no obvious reason, there could be a hidden leak or burst pipe.

Leaks can occur in the pipes that move water around your property. Some appliances and fittings may also leak. Sometimes leaks can be detected if you have patches of unexplained wet soil or green patches of grass, however, leaks can't always be seen.

Detecting leaks with a simple water meter test:

- Turn off all taps (leave the tap at the meter turned on).
- Write down the reading on your meter.
- Don't use water for 30 minutes.
- Read the meter again after 30 minutes. If the reading has changed, you may have a water leak on your property.

Checking the toilet for leaks:

- Pour blue toilet cleaner into the cistern.
- Don't flush the toilet for 15 minutes.
- Observe whether any colour has discharged into the bowl before you flush.

If you can't find the source of the leak, a licenced plumber can test your pipes to determine where the problem lies.

TIP: Your usage will be higher in summer and lower in winter.

THE SMART METER PROJECT

The smart water meter project will deliver a Region-wide network of customer water meters that remotely collect water usage figures. This collected data will be provided to our systems to maintain the current six-monthly billing cycle. It can also provide updates on water usage directly to the customer. The project started in March 2023, with meters currently being rolled out across our Region. The expected project completion date is June 2026.

To learn more
about the smart
meter project, scan
the QR code.



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

092856-042023-TV1

ROSEJANE ELEONORA ROGERS AND GRANT
KYLE HALTER
31 SPORTSMAN DRIVE
KLEINTON QLD 4352

REFERENCE NO: **7187569**

ISSUE DATE: **1 AUG 2025**

DUE DATE: **3 SEP 2025**

AMOUNT DUE: **4,987.58**

VALUATION: **Averaged Value 263,333**

PROPERTY LOCATION: 12 Delvue Crescent, HIGHFIELDS QLD 4352

PROPERTY DESCRIPTION: Lot 16 RP867553

SUMMARY OF CHARGES

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

Opening Balance as at 25 JUL 2025	3,825.24
Rates and Charges (see over)	1,079.17
Discount (see over)	42.63 CR
State Emergency Management Levy (see over)	125.80

Total amount payable if received by 3 SEP 2025

4,987.58

Total amount payable if not received by the due date

5,030.21

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



Biller Code: 18366
Ref: 7187569

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**24/7 phone
payment**

Phone
1300 451 206

DETAILED RATES AND CHARGES

DESCRIPTION:	BASIS:		RATE / CHARGE:	AMOUNT:
General Rate - Category 1.3*	Rateable Value	263,333	0.006476	852.67
Public Transport Levy	Units	1	43.580000	21.79
Domestic Waste/Recycling Service	Units	1	327.420000	163.71
Waste Facilities & Landfill Rehabilitation Levy	Units	1	82.000000	41.00
Total Council Rates and Charges				1,079.17
State Emergency Management Levy 2(A)	Units	1	251.600000	125.80
Total State Emergency Management Levy				125.80

* 5% Discount applies if paid by the due date

Council has received an annual payment of \$4,806,624 from the State Government to mitigate any direct effects of the State Waste Levy on households in Council's area.

METHODS OF PAYMENT



Paying online - Visit www.tr.qld.gov.au/payments



Direct debit (rates easy-pay) - You may have your rate notice paid directly from your nominated cheque or savings account on the due date or in small, regular payments in advance. Allow 7 days for the direct debit to be set up. For more information please contact Council on 131 872.



Paying by phone - 24/7, pay by phone using your Visa or Mastercard. Phone **1300 451 206**.



By mobile - Download the Sniiip app to your iPhone or Android device, create your account, select 'Scan to Pay Bills' and scan the circular QR code to pay now. (Sniiip is not available for iPads or tablets.)



Australia Post - Payments can be made at any Australia post office with a copy of your rate notice. Cash, cheque or eftpos payments are accepted.



Paying in person - Cash, cheque, money order, eftpos, Visa or Mastercard. Present this notice to Council's customer service centres, 8.30am to 5pm weekdays (except public holidays). Service Centres are in Clifton, Crows Nest, Goombungee, Highfields, Millmerran, Oakey, Pittsworth and Toowoomba.



Centrepay - Go to servicesaustralia.gov.au/centrepay for more information. Centrepay Reference: 555 071 719T.



Mail - Mail your payment to Toowoomba Regional Council, PO Box 3021 Toowoomba Qld 4350. (Payment must be received by the due date).



Bill Code: 18366
Ref: 7187569

Telephone & Internet Banking — BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

Visa and Mastercard payments will attract 0.33% surcharge.

Council cannot accept cheques issued by financial institutions that have discontinued cheque services. Please contact your financial institution about any change in cheque services that may impact you.

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IMPORTANT INFORMATION

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Discount, if applicable, will only be allowed if the Amount Due is received at Council by the due date. If you post your payment, please ensure that the date of posting allows sufficient time for delivery to Council by the due date. Discount will not be allowed if your payment is received after the due date.

Valuations are used in the calculation of the general rate. Any enquiries concerning valuations and objections should be addressed to the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development, 203 Tor Street, Toowoomba - phone 137 468.

Pensioners who hold a pensioner concession card or Veterans Affairs gold card are eligible for a remission of rates. An application form must

be completed at your local service centre on or before the due date for payment of this rate notice.

Interest is charged on all overdue rates and charges six monthly in arrears (ie. at the end of the previous half-year in which same became due and payable) at the rate of 8.5% per annum, calculated and charged half yearly.

-  Are you moving? Please ensure that you advise Council of your new postal address.
-  Please quote your Reference Number when writing or phoning.
-  If you are unable to pay this notice by the due date, please contact Council immediately to arrange a payment schedule.

To view the Rating Category Statement 2025/26 which includes information as to your right to object to the categorisation of your land please visit www.tr.qld.gov.au/ratecategories or contact us.

RECEIVE THIS NOTICE ELECTRONICALLY



BPAY VIEW NOTICES

By using BPAY View, you can receive, pay and store your rate notices in your online banking account. You will be notified when your next notice arrives by email, SMS or internet bank notification, depending on your preference and Financial Institution.



EMAIL NOTICES

You can now choose to receive your rates notices via email rather than through the post. Please help save our environment and register today. Follow these steps:

- go to www.tr.qld.gov.au/emailmyrates
- register using information from the front of this notice.



GO PAPERLESS WITH SNIIP

Simply register for **m-Billing™** in the Sniiip app, and receive your bills directly into your mobile via a push notification.

[Review responses online](#) ↗



Received 4 of 4 responses

All responses received

12 Delvue Cr, Highfields QLD 4352

Job dates
22/08/2025 → 22/08/2025

These plans expire on
18 Sep 2025

Lodged by
Megan Grima

Authority	Status	Page
✉ BYDA Confirmation		2
🏠 Ergon QLD	Received	4
🏠 NBN Co Qld	Received	43
🏠 Telstra QLD Regional	Received	54
🏠 Toowoomba Regional Council	Received	61



BYDA

Sequence: 259947617
Date: 22/08/2025

Scale: 1:864
Tile No: **OVERVIEW**

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Ergon Energy Network nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



BYDA

Sequence: 259947617
Date: 22/08/2025

Scale: 1:500
Tile No: 1

LEGEND

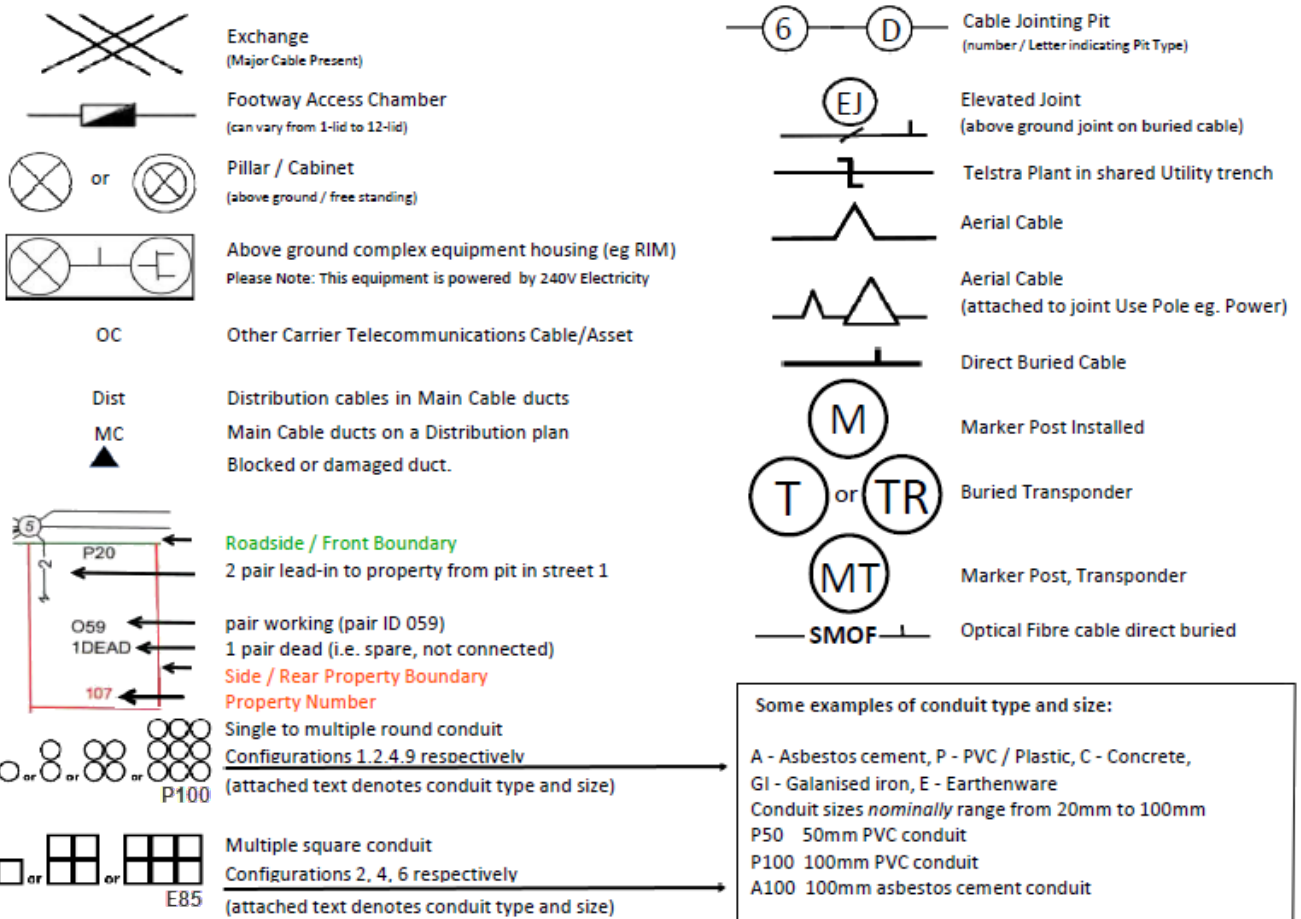
- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan

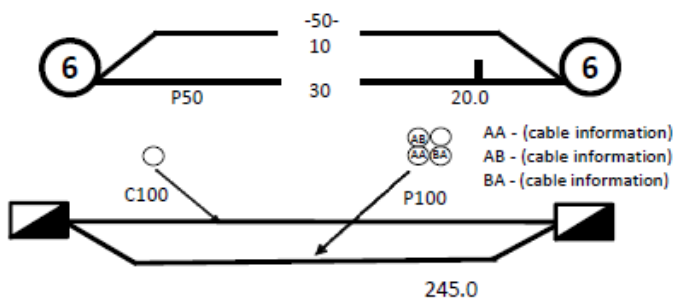


DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Ergon Energy Network nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

LEGEND



Some Examples of how to read Telstra Plans



One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6-pits, approximately 20.0m apart, with a direct buried 30-pair cable along the same route

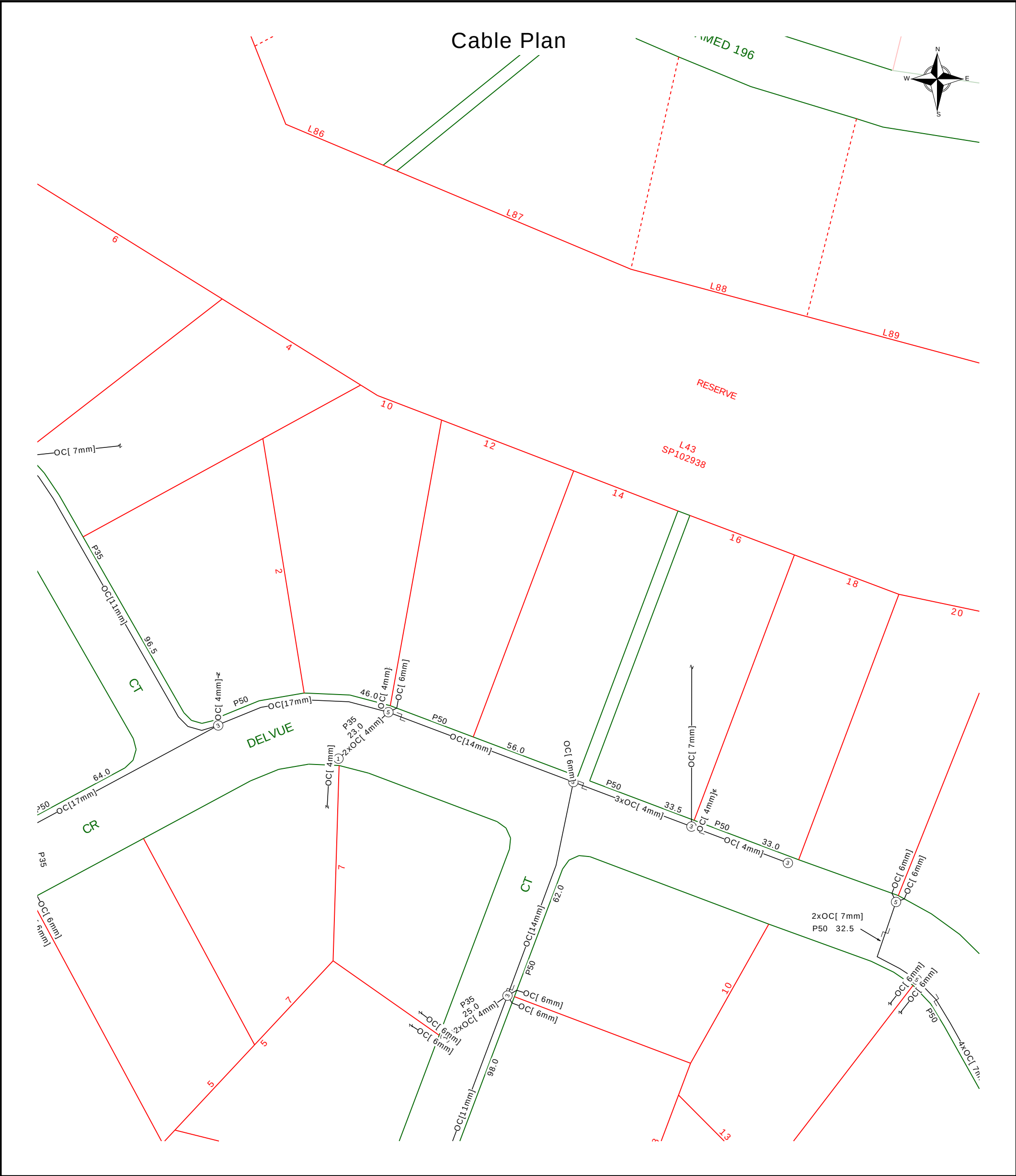
Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart. A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along

Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mm Vibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0m Jackhammers/Pneumatic Breakers
- 2.0m Boring Equipment (in-line, horizontal and vertical)

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or Telstra Location Intelligence Team 1800 653 935



	Report Damage:https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/ Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 259947618
TELSTRA LIMITED A.C.N. 086 174 781 Generated On 22/08/2025 09:20:57		Please read Duty of Care prior to any excavating

WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.



LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m

Legend

 BYDA Enquiry Area



Whilst all due care has been taken in the preparation of this plan / information, the accuracy of the provided information cannot be guaranteed.

All information **MUST** be verified on site. Please refer any discrepancies to Toowoomba Regional Council by phoning 131 872.

No part of this plan is to be reproduced without Toowoomba Regional Council permission.

Refer to the attached Disclaimer for more information.

Statutory Encumbrance Report

Property Address: 12 Delvue Cr, Highfields QLD 4352

Ergon QLD

The property is affected by Ergon Energy Network electricity distribution infrastructure, including underground and overhead high and low voltage assets. These are protected by statutory provisions granting rights of access, operation, and maintenance.

NBN Co Qld

The property contains underground nbn™ telecommunications facilities. These are protected under legislation with statutory rights of access, operation, and maintenance.

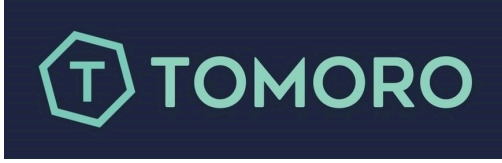
Telstra QLD Regional

The property is impacted by Telstra telecommunications infrastructure including conduits, fibre optic, and cable networks. These are legally protected with statutory rights of access, operation, and maintenance.

Toowoomba Regional Council

Council-owned infrastructure, including stormwater, water, and sewerage networks, affects the property. The Council retains statutory rights of access, maintenance, and protection.





For Residential Tenancy Authority
advice or information go to
www.rta.qld.gov.au

Residential Tenancy Agreement

Landlord copy

for

**12 Delvue Crescent,
Highfields QLD 4352**

This agreement is made on

03 June 2025 at **Harristown, 4350**

between **Dominic Urpuhart, Tiffani Dakin** and **Rose Rogers, Grant Halter**

Tomoro

p: +61 745 800 811

e: hello@tomoro.com.au

Part 1 Tenancy details

Item 1

1.1 Lessor

Rose Rogers

C/o- 353 Ruthven St, Toowoomba City, QLD 4350

p: C/o- +61 745 800 811

e: C/o- hello@tomoro.com.au

Grant Halter

C/o- 353 Ruthven St, Toowoomba City, QLD 4350

p: C/o- +61 745 800 811

e: C/o- hello@tomoro.com.au

Item 2

2.1 Tenant/s

Tenant 1 - Dominic Urpuhart

p:

e:

Emergency Contact Full Name/s:

Emergency Phone:

Emergency Contact Email:

Tenant 2 - Tiffani Dakin

p:

e:

Emergency Contact Full Name/s:

Emergency Phone:

Emergency Contact Email:

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

Nil

Item 3

3.1 Agent

If applicable. See clause 43

Tomoro

353 Ruthven St, Toowoomba City, QLD 4350

p: +61 745 800 811

e: hello@tomoro.com.au



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 | C/o- hello@tomoro.com.au
Facsimile ☐ Yes ☒ No |

4.2 Tenant/s

Email ☒ Yes ☐ No
Facsimile ☐ Yes ☒ No |

4.3 Agent

Email ☒ Yes ☐ No | hello@tomoro.com.au
Facsimile ☐ Yes ☒ No |

Item
5

5.1 Address of the rental premises

12 Delvue Crescent, Highfields QLD 4352

5.2 Inclusions provided.

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

Nil

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

Nil

Item
6

6.1 The term of the agreement is

☒ fixed term agreement ☐ periodic agreement

6.2 Starting on the 13th of June 2025

6.3 Ending on the 14th of June 2026`

Fixed term agreements only.

For continuation of tenancy agreement, see clause 6

Item
7

Rent

Rent \$ 825.00 per ☒ week ☐ fortnight ☐ month
See clause 8(1)

Item
8

Rent must be paid on the Friday, weekly from the 13th of June 2025

Insert day. See clause 8(2). Insert week, fortnight or month

Item
9

Method of rent payment

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

Other

Details ManagedApp

Item
10

Place of rent payment

Insert where the rent must be paid. See clause 8(6) to (8)

Item
10a

Day of last rent increase

Not Applicable

Insert the day the rent was last increased for the premises

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.

Item
11

Rental bond amount

\$3300.00

See clause 13

Item
12

12.1 The services supplied to the premises for which the tenant must pay

See clause 16

Electricity ☒ Yes ☐ No

Gas ☒ Yes ☐ No

Phone ☒ Yes ☐ No

Any other service that a tenant must pay ☐ Yes ☒ No

See special terms (Part 3)

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 Individually metered
Gas Individually metered
Phone Individually metered

Any other service stated in item 12.1
See special terms (Part 3)

Item
14

How services must be paid for

Insert for each how the tenant must pay. See clause 16(d)

Electricity As account holder direct to the supplier
Gas As account holder direct to the supplier
Phone As account holder direct to the supplier

Any other service stated in item 12.1
See special terms (Part 3)

Item
15

Number of persons allowed to reside at the premises

5
See clause 23

Item
16

16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?

See clause 22

☐ Yes ☒ No

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
Outside only dogs
Number
2

Item
18

18.1 Name and telephone number of the lessor’s nominated repairer for each of the following repairs

Plumbing	Joey Briggs	Phone	0412608022
Electrician	Paul Wiedman	Phone	0409584228
Other	Patrick Wall	Phone	0477142755

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



Part 2 Standard Term

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 – s65

- (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 is entitled to occupy the premises;
 - (b) the day the tenant is given the copy of the condition report.**Note:** A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (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 – s70

- (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 – s357A

- (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 the way stated in this agreement for item 9; or
Note: At least 2 ways for the tenant to pay the rent must be stated in this agreement. See section 83.
 - (b) in the way agreed after the signing of this agreement by –
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if the lessor intends to change the way rent is paid to away 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 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) Also, the lessor must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
- (6) The rent must be paid at the place stated in this agreement for item 10.
- (7) 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.
- (8) 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 – s87

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 – s92

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

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

17 Water service charges—ss 164 and 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if –
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

Note: A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount –
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

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 (8) 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 the 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 the 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.

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 tenant 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 - s188(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 206-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if -
 - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
 - (b) the lessor approves the request; and
 - (c) for body corporate premises—the body corporate approves the request.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must -
 - (a) decide the request -
 - (i) within 28 days after receiving the request; or
 - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
 - (b) advise the tenant of the lessor's decision; and
 - (c) if the lessor approves the request and the premises are body corporate premises -
 - (i) state that the lessor's approval is subject to the approval of the body corporate; and
 - (ii) give the request to the body corporate within 28 days after receiving the request; and
 - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor approves the request, the lessor must give the tenant an agreement that -
 - (a) is in writing; and
 - (b) describes the nature of the fixture or structural change; and
 - (c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of terms -

- that the tenant must maintain the fixture in a particular way
 - that the tenant must remove the fixture
 - that the tenant must repair damage caused by removing the fixture
 - that the lessor must compensate the tenant for the fixture if the tenant can not remove it
- (4) The tenant must comply with any conditions given by the lessor or body corporate.
 - (5) In this clause -
 - body corporate premises means premises** -
 - (a) that are part of a body corporate scheme; and
 - (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

27A Action by lessor for breach of agreement about fixture or structural change - s 209A

- (1) This clause applies if -
 - (a) the tenant attaches a fixture, or makes a structural change, to the premises; and
 - (b) the lessor's approval is required under section 208 to attach the fixture or make the structural change; and
 - (c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- (2) 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 structural change as an improvement to the premises for the lessor's benefit (that is, treat the fixture or structural change as belonging to the lessor, without having to compensate the tenant for it).

- (3) In this clause –
lessor's agreement means the agreement given to the tenant by the lessor under section 208 about attaching the fixture, or making the structural change, to the premises.

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 a 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) burst water service or serious water service leak;
 - (b) blocked or broken lavatory system;
 - (c) serious roof leak;
 - (d) gas leak;
 - (e) 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 2 weeks rent.

Note: For how the tenant may require reimbursement for the repairs, see sections 219 (2) and (3) and 220 and the information statement.

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;
 - (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.

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;

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 anything 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.

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
Names of Approved Occupants: Dominic Urpuhart, Tiffani Dakin, CHILD, CHILD, CHILD

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 5pm).

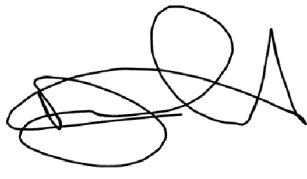
Signature of lessor/agent

~~Lessor or~~ lessor's agent:
Torrie Thies - Tomoro
the 4th of June 2025



Signature of the tenant

<i>Tenant #1</i>	<i>Tenant #2</i>
Dominic Urpuhart	Tiffani Dakin
the 3rd of June 2025	the 3rd of June 2025



Part 3 Special Terms

These terms are in addition to the Standard Terms and only form part of this Agreement provided they do not conflict with the Act or the Standard Terms and the parties have agreed to the Special Terms.

1. Interpretation

- (a) For the purposes of this agreement, premises, where mentioned shall mean the premises, fixtures and inclusions, if any.
- (b) A reference to agent means the agent authorised on behalf of the lessor from time to time whomever that may be and the tenant acknowledges that it may differentiate from the agent listed on the front page of this Agreement over time.

2. Lessor obligations

- (a) In accordance with clause 25 of the Standard Terms, the Lessor is obliged to ensure that at the commencement of the tenancy, the premises will be free from pests and vermin and will be in a reasonable state of repair.

3. Maintenance of premises

- (a) During the tenancy, the tenant must ensure that:
 - (i) The bins are taken out for collection on the days that Council or any other authority has arranged for collection in the relevant area, all of the tenant's rubbish is placed in those bins prior to collection, and the bins returned to their allocated position as soon as practicable;
 - (ii) The tenant maintains the interior and the exterior of the premises including by undertaking the necessary gardening and cleaning tasks, whether undertaken by the tenant themselves or tradespeople, for which the tenant will bear the costs;
 - (iii) The tenant does not block or cause to be blocked any pipes or drains linked to the premises;
 - (iv) The tenant does not drill, damage, glue or attach any items (including any TV Antenna's or satellite dishes) to the walls, floor, ceiling, doors or roof of the premises without first obtaining the consent of the agent/lessor;
 - (v) The tenant does not hang any articles of clothing from balconies or windows, and instead use the spaces provided by the lessor for hanging any clothing;
 - (vi) Any facilities provided to the premises are maintained in good working order and are not obstructed, including the smoke alarm, security devices, fire hose, sprinkler systems, extinguishers and garbage shoots;
 - (vii) Not to maliciously or negligently damage the premises or any part of the premises
 - (viii) Not to alter, add or remove any fixture or inclusion of the premises, including locks and security devices, without the Lessor's prior consent;
 - (ix) To replace cracked or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant and/or its guests;
 - (x) The tenant will keep the premises free of rodents, cockroaches and other vermin and to notify the lessor/agent promptly of any vermin or pest infestation which, should the presence of said infestation have arisen due to an act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

4. Services to premises

- (a) The tenant will be responsible for arranging and paying for their own services to the premises including telephone and internet services.

5. Smoke alarms

- (a) During the tenancy (whether fixed term or periodic), the tenant must test and clean all of the smoke alarms in the premises every 12 months by following the guide in the Information Statement provided to the tenant at the beginning of the tenancy.
- (b) If the tenant becomes aware that the battery for a smoke alarm has run out or is about to run out they must replace the battery and let the lessor know as soon as possible.
- (c) If the tenant arranges for a tradesperson to attend to tasks relating to the smoke alarm, the tenant does so at their own expense.
- (d) The tenant must not tamper with or damage the smoke alarm in and way that may affect how it functions
- (e) In the event of a potential or actual failure of a smoke alarm, the tenant must notify the lessor immediately.

6. Portable pools

- (a) If the tenant wishes to have a portable pool of 300mm or greater ("portable pool") at the premises they must first obtain the lessor's approval and provide full particulars of such pool as requested to the lessor.
- (b) The tenant must act in accordance with any relevant laws, regulations and authorities including obtaining a Pool Safety Certificate and fencing the pool.
- (c) If the tenant requires a fence for the pool, they must first obtain the consent of the lessor.
- (d) Any costs associated with maintenance, repairs and compliance will be borne by the tenant.
- (e) The tenant's liability in relation to any portable pool brought onto the premises by the tenant will be subject to Clause 16.

7. Occupants of premises

- (a) The agent and/or the lessor may keep a duplicate set of keys to the premises.
- (b) Only those people named in this agreement as the tenants, and those people authorised by the lessor under this agreement, including any children of the tenant are entitled to reside in the premises.
- (c) The tenant must seek the consent of the lessor prior to giving any other person a right to use and/or occupy the premises for financial gain, regardless of whether this the agreement is verbal or documented in writing. The lessor will not unreasonably withhold their consent.

8. Intentionally removed

9. Ending the Tenancy

- (a) At the end of the tenancy, no matter how it ends, the tenant is required to make good the premises and in doing so must undertake and provide the agent/lessor with written evidence that they have undertaken the following tasks:
 - (i) Returned all keys, remote controls and other devices used in the premises including but not limited to keys to the front door, remote controls for garage, swipe keys and air-conditioning remotes (these items must be in good working order and must be replaced by the tenant if damaged or lost);
 - (ii) Repaired any damage cause to the premises by the tenant, the tenant's agents or invitees, or any pets (subject to fair wear and tear);
 - (iii) Cleaned all carpets and floorings to the standard they were in at the beginning of the tenancy (subject to fair wear and tear);
 - (iv) Removed the tenant's property and any rubbish from the premises; and
 - (v) Professionally fumigated and deodorized the premises if pets were contained in the premises (as reasonably required).
- (b) The lessor may claim costs from the tenant if they are required to regain access to the premises, or if the lessor is required to undertake any of the tasks in this clause.

10. Breach of Tenancy Agreement

Note: Section 429 of the Act states: If there is a dispute between the Lessor and tenant ... about (this) Agreement, either party may apply to the tribunal for an Order and the tribunal may make an Order it considers appropriate, to resolve the dispute.

- (a) Should the tenant fail to comply with their obligations under this agreement, incur expenses, or if the property has been damaged by the tenant or their agents, guests or invitees, and the lessor has attempted to mitigate such loss or damage, the lessor will be entitled to claim reasonable costs and expenses from the tenant.
- (b) Should the tenant fail to make good the premises or is in breach of this agreement, the lessor may rectify any issues and claim the costs of doing so from the tenant either directly or by deducting the required funds from the rental bond (ot the extent prescribed by the Act).
- (c) In addition to the tenant's obligations under Clause 7 of the Standard Terms, if the agreement is terminated by the tenant, the tenant will be required to abide by their obligations under this agreement until the earlier of a new tenant being found for the premises or this agreement naturally concluding.
- (d) The tenant or the lessor may apply to the relevant tribunal to settle any disputes regarding the terms of this agreement.

11. Inspections

- (a) The tenant will permit the lessor/agent to enter the premises in accordance with clause 20 of the Standard Terms (routine inspections) to photographically record the condition of the premises.
- (b) During any routine inspections undertaken by the agent, the agent will be entitled to take photographs of the premises for the purpose of comparing the condition of the premises at different stages of the tenancy.
- (c) The agent will take reasonable steps to protect the privacy of the tenant and will not use the photographs for advertising purposes.
- (d) The tenant may request to view or take copies of the photographs from the agent.

12. Increases of Rent

- (a) If the lessor is entitled to increase the rent prior to the end of the term in this agreement, notice must be provided to the tenant a minimum of 2 months prior to such increase by the lessor or the agent.
- (b) The notice referred to in clause 10(1) of the Standard Terms above must state the amount that the rent is to be increased by and the date on which the increased rent will commence.
- (c) The tenant agrees to accept this Special Term as confirmation that the rent will increase pursuant to clause 10(1) of the Standard Terms and sections 91 & 93 of the Act as follows:
 - (i) The new rent will be:
 - (ii) Effective from:

13. Communication and service of documents

- (a) Any communication including the service of documents as required under this Agreement may occur by electronic means including by email and text message.
- (b) A document sent by electronic communication will be deemed to have been received in accordance with Section 24 of the Electronic Transactions (Queensland) Act 2001.
- (c) The parties agree to execution, delivery and service of documents electronically by a method provided by the lessor or such other agreed electronic signature service provided.

14. Insurance

- (a) The lessor will have their own insurance and the tenant will be responsible for maintaining their own property/contents insurance.
- (b) The tenant must not act, fail to act, act negligently, or act in any way that will affect the lessor's insurance, including by way of increasing premium costs or causing the lessor to breach any insurance policy in relation to the premises.

15. Privacy Policy

- (a) The agent is bound by the provisions of the Privacy Act 1988 (Cth).
- (b) While the agent will take all reasonable steps to ensure that the personal information of the tenant is protected, the tenant acknowledges and agrees that the lessor may be required to disclose certain information to the following parties:
 - (i) Tradespeople who are engaged for maintenance and/or repairs at the premises;
 - (ii) To the lessor of the purposes of acting as the agent of the agent for the lessor;
 - (iii) Insurance companies, courts and tribunals and other third parties as required;
 - (iv) To residential tenancy databases to assess any risks in letting to the tenant.
- (c) The tenant agrees that the disclosure of personal information to the above parties may be required in order to allow the agent to properly manage the tenancy and administer the premises.
- (d) The tenant has the right to access any personal information at all times and change the information held if it is incorrect.

16. Limit of Liability

Note: the provisions of Section 429 allow either party to apply to the tribunal in case of a dispute.

- (a) The lessor and the agent will not be liable for any loss or damage suffered by the tenant or the tenant's agents, invitees, tradespeople or guests who are on the premises in respect to both person and property, unless such loss or damage is caused by the negligence of the lessor and/or the agent or in circumstances where the lessor and/or the agent has failed to comply with their obligations under the Act.
- (b) The tenant indemnifies the agent and lessor against any liability for loss, damage or injury to the tenant or any other person on the premises and to any property, whether owned by the tenant, the lessor or any other person, which is a result of the act or omission of the tenant or their agents, invitees or guests.

17. Compliance

- (a) The tenant agrees to comply with all terms of this Agreement which includes the General Tenancy Agreement and any additional Standard Terms, Annexures and Addendums where applicable.
- (b) Where a product, fixture and fitting is provided with the premises has a warning label or safety instructions attached to it, the tenant is not to remove, damage or deface said label.

18. No warranty by agent

- (a) The lessor and the tenant confirm that the agent has not provided either party with any legal advice concerning this agreement and the parties should obtain their own legal advice prior to entering into this agreement or otherwise do so at their own risk.

Annexure A

1. Use

- (a) The tenant accepts the premises in the condition it was in when inspected by the tenant prior to the tenancy.
- (b) Prior to signing the agreement and renting the property the tenant acknowledges that they read the agreement and associated documents including the relevant reports and instruction statement.
- (c) The tenant agrees that any Form 17A, 1A Entry Condition Report provided to the tenant at the commencement of the first term will still be applicable if any further term is granted to the tenant.
- (d) The tenant must not use the premises as a place of business unless consented to in writing by the lessor.
- (e) If the tenant wishes to smoke, they may only do so outdoors and at least 10 metres away from the premises. The tenant must not smoke inside the premises under any circumstance. The tenant must not litter any cigarette butts on or around the premises unless such disposal is into an enclosed bin.
- (f) The tenant agrees that they will not remove any furniture or fittings from the premises that were there prior to the tenancy commencing without the consent of the agent or lessor.

2. Services

- (a) The tenant must cancel all utility services to the premises upon termination of the tenancy.
- (b) If a phone line is required to be connected to the premises the lessor is not obligated to contribute to the costs in doing so and the tenant should make their own enquiries in this regard.
- (c) Any TV connections are to remain in the premises on termination of the tenancy.
- (d) The tenant acknowledges that they may be required to allow the Agent to access the premises on a predetermined date to complete any service requirements as required.
- (e) The tenant will be responsible for any costs of emergency services attending the premises due to the fire alarm going off.

3. Maintenance

- (a) The tenant must check the electrical safety switches regularly and as directed by the lessor or agent.
- (b) If any maintenance or repairs are required by a trades person, the tenant will be responsible for arranging the required access to the premises.
- (c) The tenant acknowledges and agrees that in the event that damage is caused to the property by either the tenant, a resident, occupant or invitee of the tenant, the tenant will be responsible for all costs associated with rectifying the damage.
- (d) Any electrical goods or appliances must be kept in good working order.
- (e) The filter of any air-conditioners on the premises must be cleaned quarterly, or monthly if it is in use regularly.
- (f) If the premises has a garden or outdoor area the tenant is required to maintain the garden by watering any plants and lawns, mowing the lawn or organising for a professional to mow the lawn at the tenants own cost, and keep the outdoor area clean by removing weeds, rubbish, animal droppings, garden waste and leaf litter.
- (g) If the tenant wishes to plant additional trees or construct items in the outdoor area they must first obtain consent from the lessor.
- (h) The tenant must not remove any plants or trees from the outdoor area without obtaining consent from the lessor.

- (i) Any indoor plants must be kept on a raised tray to avoid damage or leakage onto the flooring of the premises, whether this is indoor or outdoor.
- (j) The kitchen area, counter tops and appliances must be kept clean from liquid and food stains at all times so as to avoid staining and rusting. The appropriate cleaning product for the surface type must be used, and the instructions on any product should be read prior to use.
- (k) The tenant must not take pots or pans off the stove and place them directly on the counter top. Any damage to the counter due to this occurring will be repaired at the lessee's cost.
- (l) Bathrooms must be kept clean and in a useable condition and free from any mould at all times including the shower curtain. The lessee must not remove the toilet seat.
- (m) The tenant will not stick any adhesive product such as glue, tack, tape or screw or nail the walls of the premise without obtaining the consent of the agent or lessor.
- (n) Any timber or cork flooring must not be walked on by the tenant or their agent or invitees in high heels or any other footwear that is likely to damage the surface of the floorings. Any furniture should be placed on top of a rug or similar floor covering to protect the surface of the flooring.
- (o) Any stain or marking on the floors must be cleaned prior to any permanent damage occurring using an appropriate product for the type of flooring.
- (p) In the event that any light bulbs require replacing during the tenancy, the tenant will bear all costs with replacing same.
- (q) All upholstery including curtains and carpeting in the premises is to be cleaned to the same standard as at the beginning of the tenancy excepting fair wear and tear.
- (r) If the lessor has provided any inventory items in a set and one piece of that set is damaged and irreplaceable, the tenant agrees to replace the entire set with a new set.

4. Water

- (a) Water usage if premises is water efficient:
 - (i) The tenant is responsible for payment of water usage at the premises.
 - (ii) Water usage charges will be based on the water meter readings and will be recorded on each Condition Report during the tenancy.
- (b) Water usage if premises not water efficient:
 - (i) If the water usage is individually metered any excess consumption over the reasonable amount will be charged to the tenant
 - (ii) If the water usage is not individually metered, any excess usage over the reasonable amount, which the parties agree to be 35 kilolitres, will not be charged to the tenant.
- (c) The agent will invoice the tenant per quarter and payment must be made in accordance with that invoice.

5. Parking

- (a) The tenant or agents and invitees of the tenant must not block the common property or driveway areas at any time with their vehicles. Any visitors are strictly to use only the visitor parking if available.
- (b) The tenant must not at any stage enter the roof area above the premises, and if required to do so, will contact the agent to obtain their prior consent.
- (c) The tenant must park their vehicle only in their designated parking space if one is provided and must not use this space for any other purpose such as storage, repairing vehicles, or as a work space.
- (d) The designated car space and the car park must be kept clean at all times and the tenant must not litter any rubbish in this area.

- (e) No trailers or unregistered vehicles must be parked in any of the car park area without first obtaining the consent of the agent or lessor.

6. Administration

- (a) The tenant will be charged each time a rental payment transaction is rejected due to insufficient funds, regardless of how payment is made (Refer to schedule of fees if applicable).
- (b) The tenant must nominate one person to be the primary contact person. This may be changed at any time with written notice to the agent.
- (c) There will be a fee each time any of the tenants on the tenancy Agreement change. (Refer to schedule of fees if applicable).
- (d) If the agent uses a specific website or mobile application for the purposes of liaising with the tenant, such as for providing notices, or paying rent, then the tenant agrees to use those applications where possible.
- (e) Any invoices provided by the agent to the tenant will be payable within thirty days.
- (f) Should any unauthorised person break in to the premises, the tenant must contact the police immediately and then notify the agent or lessor as a matter of urgency.
- (g) The tenant must properly restrain any pets prior to inspections.
- (h) Excess on any insurance policy held by the lessor may be payable by the tenant if any damage is caused to the property by the tenant.
- (i) If the tenant is unable to access the premises due to keys being lost or being locked out, the tenant may contact a locksmith at their own cost or contact the agent for assistance. The tenant acknowledges that the agent may not be available to assist at the time.

Annexure B

Signed by Dominic
Urpuhart
the 3rd of June 2025



Signed by Tiffani Dakin
the 3rd of June 2025



Rental Payment Fees

Rental Payments Costings

BPAY/EFT: \$.90 per transaction
Direct Debit: Free per transaction
Credit Card: 1.60% + 10c

All Fees are inclusive of GST.

Flea Spray

The tenant acknowledges that if pets are approved during their tenancy and 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

Outside Only

The tenant acknowledges that if the pet stated in item 17 states (outside only) then the pet must remain outdoors at all times and is not to enter inside the property

Confirmations

Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to Tomoro. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by Dominic Urpuhart

Agreed by Tiffani Dakin



Vendor/s

ROSEJANE ELEONORA ROGERS, GRANT KYLE HALTER

Property Address

12 DELVUE CR, HIGHFIELDS QLD 4352
