Seller disclosure statement



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 JAMIE S	HARI	NI STANTON		
Property address (referred to as the "property" in this statement)	2/1	FRANKLAND AVENU	E, WATERFORD	QLD 4133
Lot on plan descrip	otion	2/SP243650		
Community titles or BUGTA schen		ne Is the property part o ☑ Yes If Yes , refer to Part 6 for additional infor	of this statement	scheme or a BUGTA scheme: 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 <i>Land Title Act 1994</i> showing interests registered under that Act for the property.	⊠ Yes	
	A copy of the plan of survey registered for the property.	⊠ Yes	

Registered encumbrances					
	You should seek legal advice about your rights and obligations before signing the contract.				
Unregistered encumbrances	There are encumbrances not registered on the title to affect the property after settlement .	hat will continue	☐ Yes	⊠ No	
(excluding statutory encumbrances)	Note —If the property is part of a community titles so to and have the benefit of statutory easements that				
	Unregistered lease (if applicable)				
	If the unregistered encumbrance is an unregistered lea	ase, the details of th	he agreement	are as follows:	
	» the start and end day of the term of the lease:	29.03.25-28.03.26			
	» the amount of rent and bond payable:	\$550RentPW \$2200Bond			
	» whether the lease has an option to renew:	Fixed			
	Other unregistered agreement in writing (if applicate	ole)			
	If the unregistered encumbrance is created by an agwriting, and is not an unregistered lease, a copy of to given, together with relevant plans, if any.		☐ Yes		
	Unregistered oral agreement (if applicable)				
	If the unregistered encumbrance is created by an orange the details of the agreement	-			
	not an unregistered lease, the details of the agreen	Herit are as follow	VS.		
Statutory encumbrances	There are statutory encumbrances that affect the pro		⊠ Yes	□ No	
	If Yes , the details of any statutory encumbrances are Potable water connection, sewerage, drainage, N		any applicabl	e statutory	
	rights to access the lot to repair or maintain that	infrastructure. Se	ee attached F	Plan.	
Residential tenancy or rooming	The property has been subject to a residential tenance rooming accommodation agreement under the Reside and Rooming Accommodation Act 2008 during the I	ential Tenancies	⊠ Yes	□ No	
accommodation	If Yes , when was the rent for the premises or each o		29.03.25		
agreement	rooms last increased? (Insert date of the most recent for the premises or rooms)	rooms last increased? (Insert date of the most recent rent increase			
	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 provi increase. You should ask the seller to provide this e		•		

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.

to the lot, including if	relation to short-term letting, from the relevant local government.		
Zoning	The zoning of the property is (Insert zoning under the planning scheme ment Act 2012; the Integrated Resort Development Act 1987; the Mixed Ut the State Development and Public Works Organisation Act 1971 or the State Development and Public Works Organisation Act 1971 or the State Development and Public Works Organisation Act 1971 or the State Development and Public Works Organisation Act 1971 or the State Development Act 1981 or the State Development and Public Works Organisation Act 1971 or the State Development Act 1987; the Mixed Ut the State Development and Public Works Organisation Act 1971 or the State Development Act 1987; the Mixed Ut the State Development Act 1987; the Mixed Ut the State Development Act 1971 or the State Development Act 1987; the Mixed Ut the State D	se Developmei	nt Act 1993;
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
	If Yes, a copy of the notice, order, proposal or correspondence must be	given by the s	eller.
	ure has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A posticial process to establish plans or options that will physically affect the		ns a resolution
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</i> 1994 (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</i> 1994 (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</i> (<i>Dividing Fences and Trees</i>) Act 2011 affecting the property.	☐ Yes	⊠ No
	If Yes , a copy of the order or application must be given by the seller.		
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 and within a natural hazard overlay can be obtained from the relevant local should make your own enquires. Flood information for the property material portal or the Australian Flood Risk Information	al governmen y also be ava	t and you
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrict the land that may apply can be obtained from the relevant State government.		•

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.		□ No
Unlicensed building work	Building work was carried out on the property under an owner builder permit in the last 6 years.	☐ Yes	⊠ No
under owner builder permit	A notice under section 47 of the Queensland Building and Construction must be given by the seller and you may be required to sign the notice ar prior to signing the contract.		
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
	If Yes , a copy of the notice or order must be given by the seller.		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m2, a E Certificate is available on the Building Energy Efficiency Register.	Building Ener	gy Efficiency
Asbestos	The seller does not warrant whether asbestos is present within building the property. Buildings or improvements built before 1990 may containing materials (ACM) may have been used up until the early 2000 become dangerous when damaged, disturbed, or deteriorating. Inform is available at the Queensland Government Asbestos Website (asbestos)	in asbestos. s. Asbestos mation abou	Asbestos or ACM may t asbestos

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: \$703.98 Date Range: 01.07.25-30.09.25		
	OR		
	The property is currently a rates exempt lot.** \Box		
	OR		
	The property is not rates exempt but no separate assessment of rates \Box is issued by a local government for the property.		

Water	Whichever of the following applies—		
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:		
	Amount: \$324.51 Date Range: 01.07.25-30.09.25		
	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: Date Range:		

^{*}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*.

^{*} 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. (If Yes, complete the information below)	⊠ Yes	□ No
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.	⊠ Yes	
	Note —If the property is part of a community titles scheme, the community statement for the scheme contains important information about the owners of lots in the scheme including matters such as lot entitlement use areas.	rights and ol	bligations of
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
	If No — 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		
	why 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 im <i>Body Corporate</i> and <i>Community Management Act 1997</i> relating to me patent defects in common property or body corporate assets; any actificancial liabilities that are not part of the normal operating costs; a relation to the affairs of the body corporate that will materially prejude property. There will be further disclosure about warranties in the corporate that will materially prejude property.	natters such a ual, expected nd any circui dice you as o	as latent or I or contingent mstances in
Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme (If Yes, complete the information below)	☐ Yes	⊠ No
Body Corporate	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
Certificate	If No — 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		
	why 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 app	proved by the

body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER

Signed by:	
Signature of seller	Signature of seller
Jamie Sharni Stanton	
Name of Seller	Name of Seller
28/8/2025	
Date	Date
Signatures – BUYER	
Signatures – BUYER By signing this disclosure statement the buyer acknowledge a contract with the seller for the sale of the lot.	es receipt of this disclosure statement before entering into
By signing this disclosure statement the buyer acknowledge a contract with the seller for the sale of the lot.	
By signing this disclosure statement the buyer acknowledge	es receipt of this disclosure statement before entering into Signature of buyer
By signing this disclosure statement the buyer acknowledge a contract with the seller for the sale of the lot.	

CURRENT TITLE SEARCH QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53088547

Search Date: 22/08/2025 13:47 Title Reference: 50858495

Date Created: 29/09/2011

Previous Title: 50810444

REGISTERED OWNER

Dealing No: 721546074 15/03/2022

JAMIE SHARNI STANTON

ESTATE AND LAND

Estate in Fee Simple

LOT 2 SURVEY PLAN 243650 Local Government: LOGAN

COMMUNITY MANAGEMENT STATEMENT 42945

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Deed of Grant No. 11738114 (POR 160)

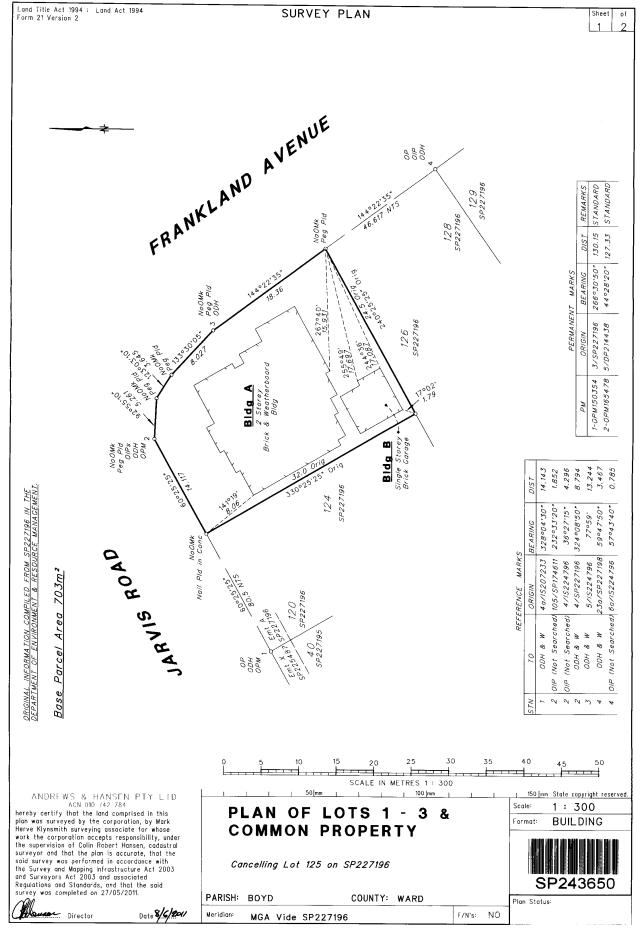
2. MORTGAGE No 723476287 20/08/2024 at 15:08 PERPETUAL CORPORATE TRUST LIMITED A.C.N. 000 341 533

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



WARNING: Folded or Mutilated Plans will not be accepted. Plans may be rolled.

Information may not be placed in the outer margins.

714073037

\$509.95 21/09/2011 12:47

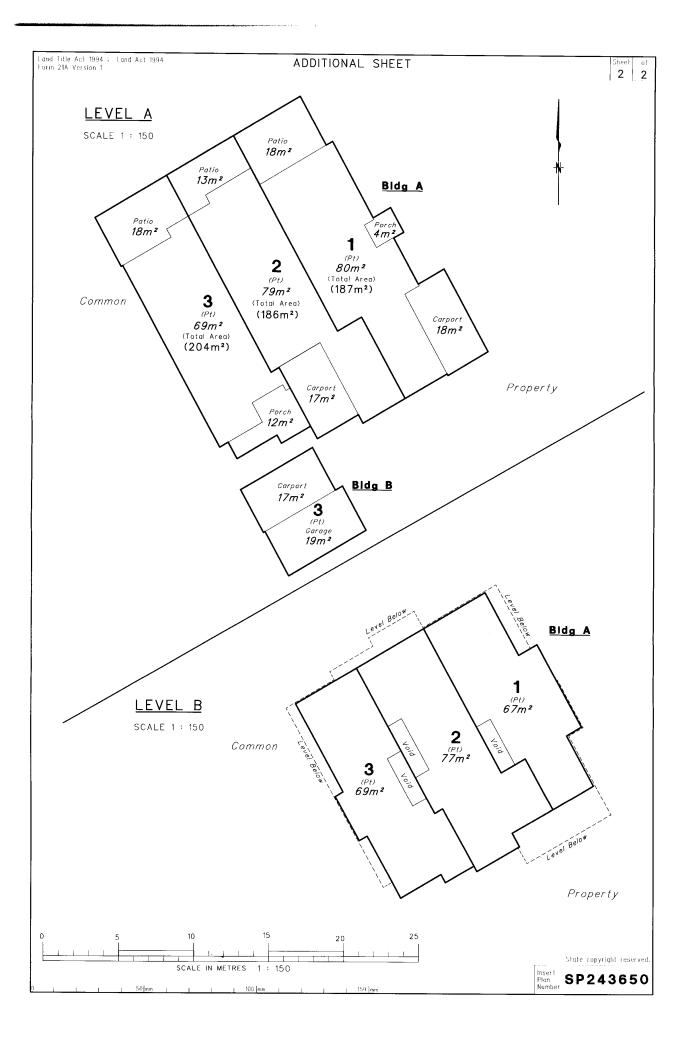
GC 400 NT

5.Lodged by Registered

GC 93 ROBBINS WATSON POBOX 2505 BURLEIGH BC QLD 4220

TELEPHONE 07 55 76 9999 REF 1106750-AMW

(Include address, phone number, reference, and Lodger Code) 1. Certificate of Registered Owners or Lessees. Existing Created I/We SEATREE PTY LTD Title Reference Lot Emts Road ACN 117 908 479 50810444 125 SP227196 1 - 3 & CP $oldsymbol{*}$ as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994. * as Leesees of this land agree this plan. Signature X Registered Owners * Lessees SEATREE PTY LTD ACN 117 908 479 Mortgage Lota to be encumbered
714004893 142,43 * Rule out whichever is inapplicable 2.Local Government Approval. COUNCIL OF THE CITY OF LOGAN hereby approves this plan in accordance with the : 20/08/10 DEVELOPMENT APPROVAL DATE Sustainable Planning Act 2009 12.Building Format Plans only. I certify that : 1 - 3 & CP POR 160 As far as it is practical to determine, no part of the building shown on this plan encroaches Lots Orig onto adjoining lots or road; 7. Portion Allocation : 8/4/2011 8. Map Reference : Dated this NINETEENTH day of Juny 2011 adastral Surveyor/Director delete words not required 9542-42342 9. Locality : 13.Lodgement Fees: Manager Development WATERFORD Assessment under Delegated Authority Survey Deposit Lodgement \$ 10.Local Government : Minute No: 360/200 New Titles \$ LOGAN CITY COUNCIL Photocopy † Insert the name of the Local Government.
Insert designation of signatory or delegation | \$\ \text{Local Government (Planning & Environment) Act 1990} \] Passed & Endorsed:
ANDREWS & HANSEN PTY LTD
By:
ACN 010 742 784
Date: Signed: 144/9/2011 CMH
Signed: Character Postage 3.Plans with Community Management Statement 4.References: TOTAL CMS Number : 42945 Dept File: Local Govt : 706274-1 1 FRANKLAND AVENUE Surveyor: 13912 Designation : CADASTRAL SURVEYOR/ SP243650



LOTSEARCH REFERENCE LS095359 BR

REPORT DATE 27 Aug 2025 17:46:07

CLIENT ID 171511326

ADDRESSUnit, 2 1 Frankland Avenue, Waterford QLD 4133

SITE AREA 101m²

COUNCIL Logan City



LOT/PLAN Lot 2, SP243650

Bushfire Risk Search

Disclaimer

The purpose of this report is to provide a summary of publicly available bushfire information affecting the site as defined by the boundary shown on the maps within this report.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of bushfire risk at the site or the desirability or market value of the property or its features.

You should obtain independent advice from a suitably qualified consultant or advisor before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.

Natural hazard reporting and mapping by public authorities is constantly changing. This report is based on data listed in Report Datasets and reflects a point in time position based on the datasets supplied on the dates given in the report. Report content may change over time. You should always seek an up-to-date report before relying on any of the content.



Bushfire Risk Search

Bushfire Risk Summary

Bushfire is a major natural hazard in many parts of Australia. The existence of bushfire hazards at a site could have a range of potential site impacts, including:

- how land can be used or developed;
- requirements under planning and building regulations;
- · availability and cost of insurance; and
- threats to human safety and biodiversity values.

This report provides information on the potential bushfire hazard for a site and its surrounding area. It can be used to assist with understanding bushfire risk. The search results are based upon the data supplied on the dates given in the 'Report Datasets' section of this report.



Bushfire Prone Areas

Is this site in a designated Bushfire Prone Area?

The nearest Bushfire Prone Area is 77m from this site.



Bushfire History

Does the bushfire history data indicate that a bushfire has previously burnt this site?

No

The nearest recorded bushfire was over 500m from this site.

Next Steps

Additional planning requirements may apply for development that is on land designated as Bushfire Prone. Refer to the 'Further Information' section of this report for an explanation of the hazard area and links to important resources. You should consult a suitably qualified consultant or advisor for specific information about how the bushfire hazard(s) presented in this report affect your particular circumstances.

LOTSEARCH REFERENCE

LS095359 BR

REPORT DATE

27 Aug 2025 17:46:07

CLIENT ID

171511326

ADDRESS

Unit, 2 1 Frankland Avenue, Waterford QLD 4133

SITE AREA

101m

COUNCIL

Logan City

LOT/PLAN

Lot 2, SP243650

CUSTOMER SUPPORT

support@lotsearch.com.au

+61 (02) 8287 0680

lotsearch.com.au



Bushfire Risk Search

Further Information

What are Bushfire Prone Areas?

In Queensland, a Bushfire Prone Area (BPA) is an area identified as having the potential to support a bushfire. BPAs are designated and administered by the Local Government under the *Building Act 1975* (Qld) within a local planning instrument.

Building work in a BPA is subject to specific building regulation requirements, including building to a national bushfire construction standard (Building Code of Australia) and the Queensland Development Code.

What are Bushfire Overlays?

Councils provide a bushfire overlay within their local planning scheme. Bushfire overlays allow councils to apply different building controls and planning requirements to sites within BPAs dependent on hazard level. Please consult the building laws and local planning scheme for further information.

Bushfire Preparation and Survival Resources

The absence of a mapped area of bushfire hazard does not mean that the site or its surroundings are hazard-free. Whether your site is in a BPA or not, you should consider visiting the links below to further understand bushfire hazards:

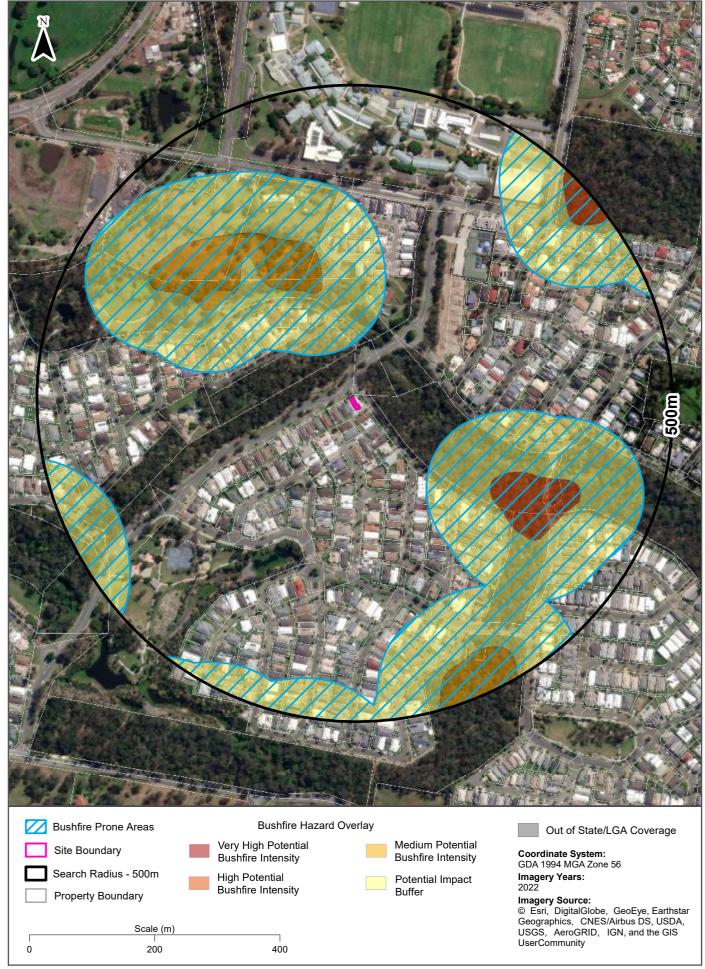
- Queensland Fire Department (QFD)
- Bushfire Survival Plan



Bushfire Prone Areas

Unit, 2 1 Frankland Avenue, Waterford QLD 4133



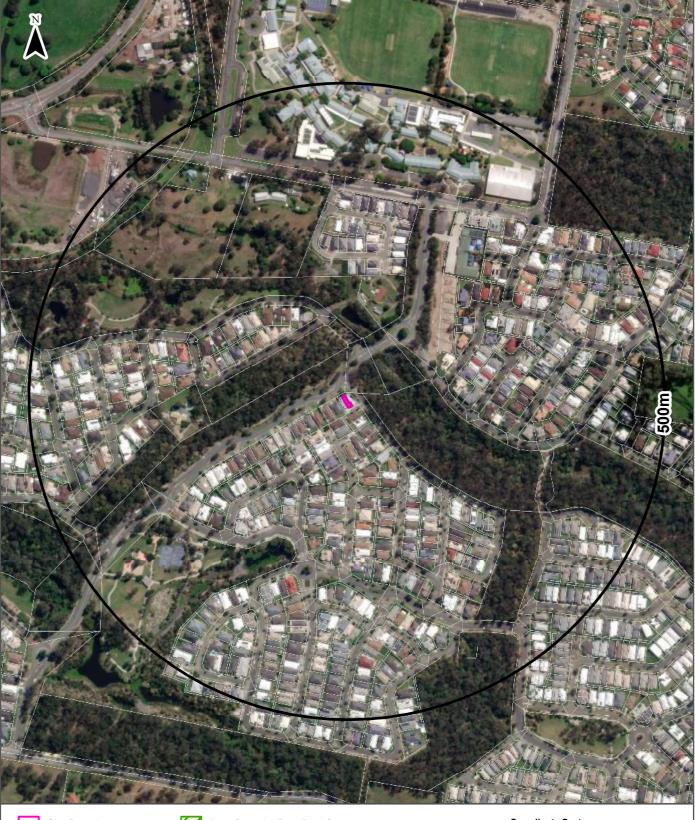




Bushfire History

Unit, 2 1 Frankland Avenue, Waterford QLD 4133





Site Boundary

0

Area Burnt by Past Bushfire **Bushfire Boundaries**

400

Search Radius - 500m Property Boundary

Out of State Coverage

Scale (m)

200

Coordinate System: GDA 1994 MGA Zone 56

Imagery Years: 2022

Imagery Source:

© Esri, DigitalGlobe, GeoEye, Earthstar
Geographics, CNES/Airbus DS, USDA,
USGS, AeroGRID, IGN, and the GIS
UserCommunity



Bushfire Risk Search

Report Datasets

Datasets used within this report, detailing their custodian and currency. Please note:

- Prescribed burns have been excluded from bushfire history datasets
- Bushfire history data from neighbouring states may be excluded

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Statewide Bushfire Prone Areas	QLD Department of Resources	07/05/2025	28/06/2017	Annually
Historical Bushfire Boundaries	Geoscience Australia	20/12/2024	24/10/2024	Annually

Useful Contacts

To obtain further information regarding bushfire hazard, please contact your local council or the QFD.

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au
(02) 8287 0680

Queensland Fire Department https://www.fire.qld.gov.au/

Logan City http://www.logan.qld.gov.au/ council@logan.qld.gov.au (07) 3412 3412

Click for 'Use of Report - Applicable Terms'



Department of Transport and Main Roads **Property Search - Advice to Applicant**

Property Search reference 943164 Date: 27/08/2025

Search Request reference: 171511328

Applicant details

Applicant: Karena Callahan

karena@wallacelawgroup.com.au

Buyer: not known not known

Search response:

Your request for a property search on Lot 2 on Plan SP243650 at Unit 2 1 Frankland Av, Waterford Qld 4133 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.
- 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.



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: 51043528 EMR Site Id: 22 August 2025

Cheque Number: Client Reference:

This response relates to a search request received for the site:

Lot: 2 Plan: SP243650 2/1 FRANKLAND AV WATERFORD

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



Insurance as at 27/08/2025

Postal: PO Box 144 Elanora, QLD 4221 Address: Suite 3, 17 - 19 Fifth Avenue Palm Beach, QLD 4221 Phone: (07) 5534 6278 Email: info@bodycorpchoice.com.au Website: www.bodycorpchoice.com.au

Community Titles Scheme 42945

1 Frankland Avenue, 1 Frankland Avenue, WATERFORD QLD 4133

Policy No. HU000609374 CHU UNDERWRITING AGENCIES PTY LTD

3

Type: Strata Broker: BODY CORPORATE BROKERS

P O BOX 5579, GOLD COAST MAIL CENTRE QLD

9726

Premium: \$4,744.32 Paid on: 18/10/2024 Policy start date: 10/11/2024 Next due: 10/11/2025

Cover	Sum insured	Excess
Building	\$1,653,750.00	\$1,000.00
Loss of Rent	\$248,062.00	\$0.00
Catastrophe	\$248,062.00	\$0.00
Legal Liability	\$10,000,000.00	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Voluntary Workers	200,000/2,000	\$0.00
Govt. Audit & Legal Expenses	\$175,000.00	\$0.00

Last valuation done on 03/08/2022

Insurance valuation \$1,550,000.00

27/08/2025 12:08 Nyree Blair Body Corporate Choice Page 1



Income & Expenditure Statement for the financial year to 30/09/2024

Postal: PO Box 144 Elanora, QLD 4221 Address: Suite 3, 17 - 19 Fifth Avenue Palm Beach, QLD 4221 Phone: (07) 5534 6278 Email: info@bodycorpchoice.com.au

Website: www.bodycorpchoice.com.au

1 FRANKLAND AVENUE CTS 42945

1 Frankland Avenue, 1 Frankland Avenue, WATERFORD QLD 4133

Administrative Fund			
	Current period 01/10/2023-30/09/2024 0	Annual budget 1/10/2023-30/09/2024	Previous year 01/10/2022-30/09/2023
Revenue			
Admin Levies Raised	7,400.01	7,400.00	7,299.99
Total revenue	7,400.01	7,400.00	7,299.99
Less expenses			
BAS/IAS/TAX/ATO Work	0.00	40.00	35.00
Body Corporate Manager	630.00	630.00	630.00
Body Corporate Manager - Extra Administrativ Work	re 84.73	29.72	86.40
Council - Rates/Water/Refuse Charges	475.70	700.00	672.53
DEFT Payment System	33.72	33.42	32.76
DEFT Processing FeesExempt from GST	3.60	5.00	4.20
Disbursements	59.85	29.40	58.14
Insurance Premiums	4,157.56	4,157.56	4,070.11
Maint BldgGutter Cleaning	0.00	495.00	495.00
Maint BldgPest/Vermin Control	150.00	0.00	0.00
Maint BldgPlumbing & Drainage	0.00	250.00	220.00
Maint GroundsLawns & Gardening	0.00	0.00	335.00
Total expenses	5,595.16	6,370.10	6,639.14
Surplus/Deficit	1,804.85	1,029.90	660.85
Opening balance	(86.21)	(86.21)	(747.06)
Closing balance	\$1,718.64	\$943.69	-\$86.21

1 Frankland Avenue, 1 Frankland Avenue, WATERFORD QLD 4133

Sinki	ng Fund		_
	Current period	Annual budget	Previous year
	01/10/2023-30/09/2024 0	1/10/2023-30/09/2024	01/10/2022-30/09/2023
Revenue			
Sinking Levies Raised	3,573.99	3,574.00	3,470.01
Total revenue	3,573.99	3,574.00	3,470.01
Less expenses			
Maint BldgPlant/Equipment/Assets	0.00	0.00	329.00
Maint BldgPressure Cleaning/Washdown	0.00	0.00	1,155.00
Total expenses	0.00	0.00	1,484.00
Surplus/Deficit	3,573.99	3,574.00	1,986.01
Opening balance	16,091.20	16,091.20	14,105.19
Closing balance	\$19,665.19	\$19,665.20	\$16,091.20



Detailed Balance Sheet As at 30/09/2024

Postal: PO Box 144 Elanora, QLD 4221 Address: Suite 3, 17 - 19 Fifth Avenue Palm Beach, QLD 4221 Phone: (07) 5534 6278 Email: info@bodycorpchoice.com.au Website: www.bodycorpchoice.com.au

1 FRANKLAND AVENUE CTS 42945

1 Frankland Avenue, 1 Frankland Avenue, WATERFORD QLD 4133

	Current period	Previous year
Owners' funds		
Administrative Fund		
Operating Surplus/DeficitAdmin	1,804.85	660.85
Owners EquityAdmin	(86.21)	(747.06)
,	1,718.64	(86.21)
Sinking Fund		,
Operating Surplus/DeficitSinking	3,573.99	1,986.01
Owners EquitySinking	16,091.20	14,105.19
	19,665.19	16,091.20
Net owners' funds	\$21,383.83	\$16,004.99
Represented by:		
Assets		
Administrative Fund		
Cash at BankCheque AccountAdmin	5,418.63	3,563.80
	5,418.63	3,563.80
Sinking Fund		
Cash at BankSinking	21,452.20	17,826.19
	21,452.20	17,826.19
Total assets	26,870.83	21,389.99
Less liabilities		
Administrative Fund		
Prepaid LeviesAdmin	3,699.99	3,650.01
	3,699.99	3,650.01
Sinking Fund		
Prepaid LeviesSinking	1,787.01	1,734.99
	1,787.01	1,734.99
Total liabilities	5,487.00	5,385.00
Net assets	\$21,383.83	\$16,004.99

01/10/2024 10:56 Nyree Blair Body Corporate Choice Page 3

Duty Imprint

FORM 14 Version 4 Page 1 of 1

Dealing Number



714073032

\$132.50 21/09/2011 12:44

GC 460

1. Hature or reques

REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR 1 FRANKLAND AVENUE COMMUNITY TITLES SCHEME Lodger (Name, address, E-mail & phone number)

ROBBINS WATSON PO BOX 2505 BURLEIGH MDC QLD 4220 Telephone 07 5576 9999 Lodger Code

GC93

2. Lot on Plan Description County Parish Title Reference

LOT 125 ON SP 227196 WARD BOYD 50810444

3. Registered Proprietor/State Lessee

SEATREE PTY LTD A.C.N. 117 908 479

4. Interest

FEE SIMPLE

5. Applicant

SEATREE PTY LTD A.C.N. 117 908 479

6. Request

I hereby request that the First Community Management Statement (including Services Location Diagram) deposited herewith be recorded as the Community Management Statement for 1 Frankland Avenue Community Titles Scheme and that PO Box 10338, Southport BC-Qld-4215 be recorded as the address for service of the Body Corporate for the Scheme. PO BOX 1444, ELANORA QLD 4231

7. Execution by applicant

SEATREE PTY LTD A.C.M. 117 908 479

/5 /08/2011 Execution Date

Execution Date

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

QUEENSLAND LAND REGISTRY

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

CMS Version 3 Page 1 of [7]

Body Corporate and Community Management Act 1997

THIS STATEMENT
WITH A FOR
CASE OF A
WITHIN THR
CONSENT BY

42945

atement incorporates and must include the following:

redule of lot entitlements planation of development of scheme land laws

...y other details

Schedule E - Allocation of exclusive use areas

Name of community titles scheme

1 FRANKLAND DRIVE COMMUNITY TITLES SCHEME

2. Regulation module

SMALL SCHEMES

3. Name of body corporate

AVENUE
THE BODY CORPORATE FOR 1 FRANKLAND DRIVE COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description Title Reference Parish County COMMON PROPERTY FOR WARD BOYD 1 FRANKLAND DRIVE AVENUE LOT 1 ON SP243650 WARD **BOYD** LOT 2 ON SP243650 WARD **BOYD** LOT 3 ON SP243650 WARD BOYD

5. "Name and address of original owns

SEATREE PTY LTD ACN 11/2 408 479

PO BOX 10338

SOUTHPORT QLD 4215

6. Reference to plan lodged with this statement

SP243650

first community management statement only

7. Local Government community management statement notation

e and designation

LOGAN CITY CANOL name of Local Government

8. Execution by original owner/Consent of body corporate

// /7 /20// Execution Date SEATREE PTY LTD ACOP 119 908 47

SOLE DIRECTOR

*Execution

\$\frac{1}{2}\tag{Property}\$ To over the execute for a first community management statement *Body corporate to execute for a new community management statement

Privacy Statement

Collection of this information is authorised by the <u>Body Corporate and Community Management Act 1997</u> and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

Page 2 of 7

Title Reference

1 Frankland Avenue Community Titles Scheme

SCHEDULE A SCHEDULE OF PROPOSED LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP243560	1	1
Lot 2 on SP243650	1	1
Lot 3 on SP243650	1	1
TOTALS	3	3

In accordance with section 66(1)(db) of the Body Corporate and Community Management Act the Contribution Schedule Lot Entitlements have been described using the Equality principle.

In accordance with Section 66 (1)(dc) of the Body Corporate and Community Management Act the Interest Schedule Lot Entitlements have been decided using the Market Value principle and they reflect the respective market value of the lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 66 (1) (f) and (g) of the Body Corporate and Community Management Act 1997 are not applicable. - There is to be no further development of the scheme land.

f	
SCHEDULE C	BY-LAWS

Noise

1. The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

Vehicles

- 2. (1) The occupier of a lot must not, without the body corporate's written approval -
 - (a) park a vehicle, or allow a vehicle to stand, on the common property; or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
 - (2) An approval under subsection (1) must state the period for which it is given with the exception of designated visitor parking.
 - (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

Obstruction

3. The occupier of a lot must not obstruct the lawful use of the common property by someone else.

Damage to lawns etc.

4. (1) The occupier of a lot must not, without the body corporate's written approval -

Page 3 of 7

Title Reference

1 Frankland Avenue Community Titles Scheme

- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
- (b) use a part of the common property as a garden.
- (2) An approval under subsection (1) must state the period for which it is given.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

Damage to common property

- 5. (1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
 - (2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
 - (3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

Behaviour of invitees

6. An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

Leaving of rubbish, etc. on the common property

7. The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

Appearance of lot

- 8. (1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
 - (2) The occupier of a lot must not, without the body corporate's written approval -
 - (a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
 - (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.
 - (3) This section does not apply to a lot created under a standard format plan of subdivision.

Storage of flammable materials

- 9. (1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
 - (2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

Page 4 of 7

Title Reference

1 Frankland Avenue Community Titles Scheme

- (3) However, this section does not apply to the storage of fuel in -
 - (a) the fuel tank of a vehicle, boat or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

Garbage disposal

- 10. (1) Unless the body corporate provides some way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered in the lot, or on a part of the common property designated by the body corporate for the purpose.
 - (2) The occupier of a lot must -
 - (a) comply with all local government local laws about disposal of garbage; and
 - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

Keeping of animals

- 11. (1) The occupier of a lot must not, without the body corporate's written approval -
 - (a) bring or keep an animal on the lot or common property: or
 - (b) permit an invitee to bring or keep an animal on the lot or the common property.
 - (2) The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

Exclusive use

12. The Registered Owners of lots identified in Schedule "E" are entitled to exclusive use of the areas allocated therein and as identified on the sketch plan marked "A" attached hereto.

SCHEDULE D

OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Statutory Easement Allocation Matrix

LOTS AFFECTED BY SERVICE EASEMENTS AND STATUTORY EASEMENTS

			<u>i</u>
Lots on Plan	Statutory Easement	Services Location Diagram	
		showing service easements.	1
CP of	Water, electricity, telephone	B (Page 7 of 7)	II
1 Frankland Avenue CTS			W
CPOF I FRANKLAND AVENUE	Sewerage, drainage, support	B (PAGE FOF 7)	V
CP OF I FRANKLAND AVENUE	Shelter, projection	B (PAGE 7 OF 7)	W
Lots 1 - 3 on SP243650	Sewerage, drainage, support,		1
	shelter, projection, utility	B (PAGE 7 OF 7)	1
***************************************	services and utility infrastructure		

Page 5 of 7

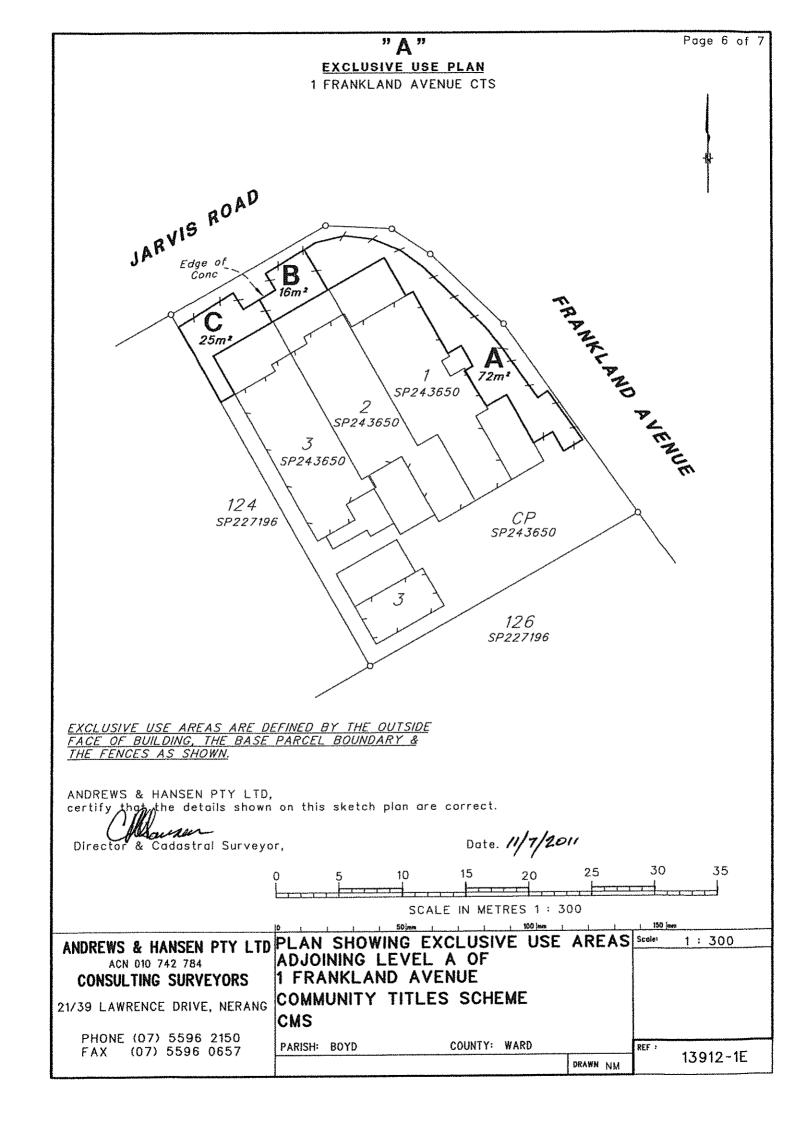
Title Reference

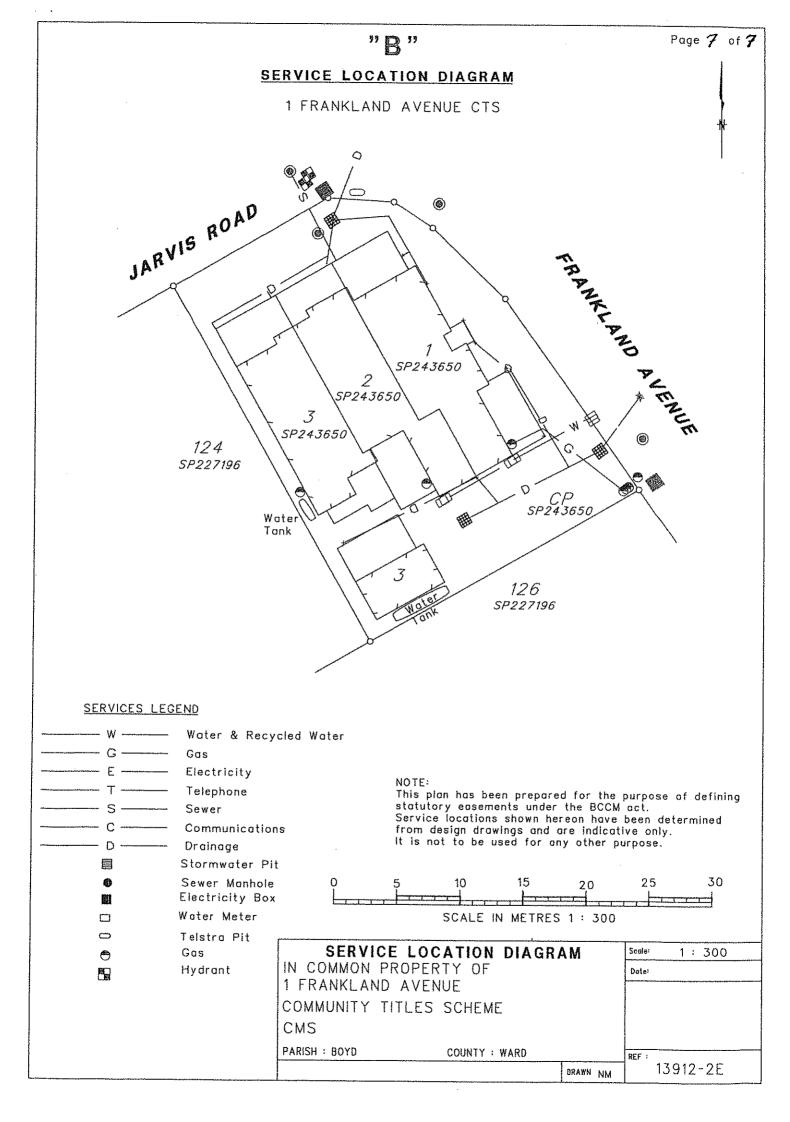
1 Frankland Avenue Community Titles Scheme

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF
	COMMON PROPERTY

The lots to which exclusive use has been allocated are:

Lot 1 on SP243650	Areas marked "A" on the plan marked A (page 6 of 7) attached hereto.
Lot 2 on SP243650	Areas marked "B" on the plan marked A (page 6 of 7) attached hereto.
Lot 3 on SP243650	Areas marked "C" on the plan marked A (page 6 of 7) attached hereto.







Phone: (07) 5534 6278 Email: info@bodycorpchoice.com.au Address: Suite 3, 17 - 19 Fifth Avenue

Palm Beach, QLD 4221

Postal Address: PO Box 144 Elanora, QLD 4221 Website: www.bodycorpchoice.com.au

1 FRANKLAND AVENUE CTS 42945

27 August 2025

InfoTrack on behalf of Wallaceweir Pty Ltd trading as Wallace Law Group PO Box 10314 Adelaide Street BRISBANE QLD 4000

Client Ref: 253789

RE: 2/1 FRANKLAND AVENUE, WATERFORD

Please find attached BCCM Form 33 in respect of the above property, as requested.

Yours faithfully

For Body Corporate Choice Pty Ltd

BCCM

Form 33



Department of Justice

Body corporate certificate

Body Corporate and Community Management Act 1997, section 205(4) This form is effective from 1 August 2025

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management Act* 1997 (other than a lot to which the *Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation* 2011 applies).

WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

	becoming an owner and contacting the body corporate	<u>Page 2</u>
•	details of the property and community titles scheme	Page 3
•	by-laws and exclusive use areas	Page 4
•	lot entitlements and financial information	<u>Page 5</u>
•	owner contributions and amounts owing	Page 6
•	common property and assets	Page 8
•	insurance	Page 9
•	contracts and authorisations	Page 10

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- · matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.gld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

The information in this certificate is issued on 27 / 08 / 2025

Becoming an owner

When you become an owner of a lot in a community titles scheme, you

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme:
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the <u>BCCM Form 8 – Information for body corporate roll</u>. Fines may apply if you do not comply.

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

Contacting the body corporate	
The body corporate is an entity made up of each person who owns a lot within a community titles scheme.	
Name and number of the community titles scheme (Example – Seaview CTS 1234)	
1 FRANKLAND AVENUE CTS 42945	
Body corporate manager	9
Bodies corporate often engage a body corporate manager to handle administrative functions.	
Is there a body corporate manager for the scheme?	
⊠ Yes. The body corporate manager is:	
Name: Angela Harris Company: Body Corporate Choice	
Phone: 0755 346 278 Email: info@bodycorpchoice.com.au	
□ No	
Accessing records	
Who is currently responsible for keeping the body corporate's records?	
oxtimes The body corporate manager named above.	
☐ The following person:	
Name: Role: Role:	
Phone: Email:	

Property and community titles scheme details
Lot and plan details
Lot number: 2
Plan type and number (Example – BUP 1234): SP243650
Plan of subdivision: ☐ Standard Format ☐ Building Format ☐ Volumetric Format
The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.
Regulation module
There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.
More information is available from www.qld.gov.au/buyingbodycorporate.
The regulation module that applies to this scheme is the:
☐ Accommodation ☐ Commercial ☐ Small Schemes ☐ Standard
NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.
Layered arrangements of community titles schemes
A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate .
Is the scheme part of a layered arrangement of community titles schemes?
□ Yes
⊠ No
If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.
Building management statement
A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.
Does a building management statement apply to the community titles scheme?
□ Yes
⊠ No
If yes, you can obtain a copy of the statement from Titles Queensland: www.titlesqld.com.au . You should seek legal advice about the rights and obligations under the building management statement before signing the contract – for example, this can include costs the body corporate must pay in relation to shared areas and services.

By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the *Body Corporate and Community Management Act 1997* will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws
☑ The community management statement includes the complete set of by-laws that apply to the scheme.
☐ The community management statement specifies the by-laws in Schedule 4 of the <i>Body Corporate</i> and Community Management Act 1997 apply to the scheme.
\square A consolidated set of the by-laws for the scheme is given with this certificate.
Exclusive use areas
Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.
Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?
⊠ Yes
□ No
If yes, the exclusive use by-laws or other allocations of common property for the schemes are: (select all that apply)
☐ listed in the community management statement.
⊠ given with this certificate.

Lot entitlements and financial information

Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

Contribution schedule

Contribution schedule lot entitlement for the lot: 1

Total contribution schedule lot entitlements for all lots: 3

Interest schedule

Interest schedule lot entitlement for the lot: 1

Total interest schedule lot entitlements for all lots: 3

Statement of accounts

☑ The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's **administrative fund** for recurrent spending and the **sinking fund** for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a **promotion fund** that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot 2 for the current financial year: \$4,166.67

Number of instalments: 2 (outlined below)

Monthly penalty for overdue contributions (if applicable): N/A..... %

Discount for on-time payments (if applicable): N/A.... %

Due date	Amount due	Amount due if discount applied	Paid		
01 / 10 / 2024	\$ 1,233.34	\$	⊠ Yes	□ No	
01 / 04 / 2025	\$ 1,233.33	\$	⊠ Yes	□ No	
	\$	\$	□ Yes	□ No	
11	\$	\$	☐ Yes	□ No	

Sinking fund contributions

Total amount of contributions (before any discount) for lot 2 for the current financial year: \$ 1,227.00

Number of instalments: 2 (outlined below)

Monthly penalty for overdue contributions (if applicable): N/A...... %

Discount for on-time payments (if applicable): N/A..... %

Due date	Amount due	Amount due if discount applied	Paid	
01 / 10 / 2024	\$595.67	\$	⊠ Yes	□ No
01 / 04 / 2025	\$ 631.33	\$	⊠ Yes	□ No
11	\$	\$	□ Yes	□ No
/ /	\$	\$	☐ Yes	□ No

Special contributions (IF ANY)

Date determined: / (Access the body corporate records for more information).

Total amount of contributions (before any discount) for lot ___ : \$

Number of instalments: (outlined below)

Monthly penalty for overdue contributions (if applicable): %

Discount for on-time payments (if applicable): %

Due date	Amount due	Amount due if discount applied	Paid	
	\$	\$	□ Yes	□ No
11	\$	\$	☐ Yes	□ No
11	\$	\$	☐ Yes	□ No
11	\$	\$	□ Yes	□ No

Other amounts payable by the lot owner
For the current financial year there are:
No other amounts payable for the lot.
☐ Amounts payable under exclusive use by-laws, totalling \$
☐ Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$
☐ Other amounts payable, totalling \$ (see explanation given with this certificate).
Summary of amounts due but not paid by the current owner
At the date of this certificate:
⊠ All payments for the lot are up to date.
☐ The following amounts are due but not yet paid for the lot:
☐ Overdue contributions: \$
☐ Penalties on overdue contributions: \$
☐ Other amounts due but not paid: \$
Total amounts due but not paid: \$

Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

expenses and how much money needs to be accumulated in the sinking fund?	
oxtimes Yes - you can obtain a copy from the body corporate records.	
□ No	
Current sinking fund balance (as at date of certificate): \$ 16,804.80	
mprovements to common property the lot owner is responsible for	8
A lot owner may make improvements to the common property for the benefit of their lot if authorised by he body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.	
☐ There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.	
☐ Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate.	е
Body corporate assets	
The body corporate must keep a register of all body corporate assets worth more than \$1,000.	

☑ The body corporate does not have any assets that it is required to record in its register.

☐ A copy of the body corporate register of assets is given with this certificate.

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision each building on a lot that has a common wall with a building on an adjoining lot.

Body corporate insurance policies

- ☑ Details of each current insurance policy held by the body corporate including, for each policy, the:
 - type of policy;
 - name of the insurer;
 - sum insured;
 - amount of premium; and
 - excess payable on a claim

are given with this certificate.

Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.

Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

1	Ye	S

⊠ No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate.

Contracts and authorisations

Caretaking service contractors and letting agents -Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation

and, for an engagement, duties required to be performed and remuneration payable by the body corporate.
Has the body corporate engaged a caretaking services contractor for the scheme?
☐ Yes - Name of caretaking service contractor engaged:
⊠ No
Has the body corporate authorised a letting agent for the scheme?
☐ Yes - Name of authorised letting agent:
⊠ No
Embedded network electricity supply
Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?
through an embedded network?

Body corporate authority

This certificate is signed and given under the authority of the body corporate.
Name/s Ashe Steadman
Position/s held Office Manager - Body Corporate Choice
Signature/s
Date 27/08/2025
Copies of documents given with this certificate:
☐ by-laws for the scheme in consolidated form (if applicable)
oxtimes details of exclusive use by-laws or other allocations of common property (if applicable)
⊠ the most recent statement of accounts
\square details of amounts payable to the body corporate for another reason (if applicable)
$\hfill \Box$ details of improvements the owner is responsible for (if applicable)
☐ the register of assets (if applicable)
⊠ insurance policy details

Tax Invoice

Date	Invoice Number	ABN
20/02/2025	2555736	27 628 528 772



PO BOX 542, Elsternwick VIC 3185 Website: www.detectorinspector.com.au Email:

qldremittance@detectorinspector.com.au Tel: 1300 134 563 Fax: 9532 8894

Jamie Stanton C/- Little Real Estate Springwood 2 Murrajong Road Springwood QLD 4127

Subscription valid from 01/04/2025 to 31/03/2026

Description	Quantity	Rate	GST	Total
Annual Subscription Smoke Alarm Service Fee (2022 Upgraded) - Battery replacement (except inbuilt rechargeable batteries), grill vacuum cleaned (existing smoke detectors), smoke test performed, decibel test performed, as per the Building Code of Australia and Australian Standards 3786.	1	\$117.27	\$11.73	\$129.00

Property Address: 2/1 Frankland Avenue, Waterford QLD 4133

Payment terms: 30 days Email remittance:

qldremittance@detectorinspector.com.au

Banking Details: Detector Inspector Pty Ltd

Account BSB: 083-004 Account #: 4699 76940 Reference No: 2555736

NOTE: If you're sending a batch payment, please use your customer ID **12535** as the reference number

 Subtotal
 \$117.27

 GST
 \$11.73

Total Inc GST \$129.00



* 130013456300000109342900012900

<u>Please Note:</u> When using the barcode to scan the invoice there is no requirement to list the invoice number as a reference. We are able to allocate the payment using the unique property ID within the barcode.

Residential Tenancies and Rooming Accommodation Act 2008





Part 1 Tenancy Details

em 1:	1.1 Lessor					
	Name/Trading name Jamie S	Stanton				
	Address					
	C/- LITTLE Real Estate, 2 Murrajong R	oad				
	SPRINGWOOD QLD				Postcode	4127
ļ	1.2 Phone	Mobile			l .	•
	07 3037 0140					
!	Email	<u> </u>				
	springwood@little.com.au					
'						
em 2:	2.1 Tenant/s					
	1. Full name/s Ja	zmine Skye Lake				
	Phone *******		Email	******		
	Emergency contact full name/s	******				
	Emergency contact phone	******				
	Emergency contact email	********	***			
	2. Full name/s					
	Phone		Email			
	Emergency contact full name/s					
	Emergency contact phone					
	Emergency contact email					
ı						
	3. Full name/s					
	Phone		Email			
	Emergency contact full name/s					
	Emergency contact phone					
	Emergency contact email					
	2.2 Address for service (if diffe	rent from address	of the prem	ises in item 5.1) Attach a separat	e list	
em 3:	3.1 Agent If applicable. See clause 43					
	, ,	Real Estate				
i	Address					
	C/- LITTLE Real Estate, 2 Murrajong R	oad			T	
	SPRINGWOOD QLD				Postcode	4127
ı	3.2 Phone	Mobile				
	07 3037 0140					
i	Email					
	springwood@little.com.au					





ltem 4:	Notices may be gi (Indicate if the email is diffe		or 3 above)					
	4.1 Lessor							
	Email Yes	⊠ No □	springwoo	od@little.com.au	Facsimile	Yes 🗌	No 🖂	
	4.2 Tenant/s							
	Email Yes	⊠ No □	*****	*****	Facsimile	Yes 🗌	No 🖂	
	4.3 Agent							
	Email Yes [⊠ No □	springwoo	d@little.com.au	Facsimile	Yes 🗌	No 🖂	
tem 5:	5.1 Address of the	e rental premi	ses					
	2/1 Frankland Ave	enue						
	Waterford Qld						Postcode	4133
	5.2 Inclusions pro	vided. For exa	ımple, furnitı	ire or other house	hold goods let w	ith the prem	ises. Attach list if ned	cessary
r	5.3 Details of curr	ent repair ord	lers for the re	ental premises or i	nclusions.			
					_			
tem 6:	The term of the a	greement is	⊠ fixed te	m agreement	periodic ag	reement		
					7 "	_		
	6.2 Starting on		29 March 202	5	6.3 Ending on	2	8 March 2026	
					Fixed term agreement	ts only. For continu	ation of tenancy agreen	nent, see clause 6
	_				7	_	_	
tem 7:	Rent	\$ 550.00			per 🛛 we	eek 🗌 fort	night \square mo	nth See clause 8(1
tem 8:	Rent must be p	aid on the		Thur	sday	day of	each	Week
tem o.	Nent mast be p	aid on the			<u> </u>	day or	cacii	
					ny. See clause 8(2)			Insert week, fortnight or month
tem 9:		<u> </u>	t the way the rent m	ust be paid. See clause 8(3)				
	Debit Now or D	Direct Debit						
	Details for direc	ct credit						
			1 1			_		
	BSB no.			Bank/buildin	g society/credit u	nion		
			1 1 1			_		
	Account no.				Account	Name		
		ĺ						
	Payment refere	ence						
tem 10:	Place of rent pa		ere the rent must be	paid. See clause 8(4) to 8(6	5)			
tem 10:		ayment Insert wh		paid. See clause 8(4) to 8(6) eal Estate, 2 Murr		NGWOOD O	LD4127	
tem 10:		ayment Insert wh				NGWOOD O	LD4127	
	Debit Now or D	ayment Insert wh	r C/- LITTLE R		ajong Road SPRIN	NGWOOD Q	LD4127	
tem 10: tem 10a:	Debit Now or D Day of last rent 28/03/2024	ayment Insert wh Direct Debit of t increase Insert	the day the rent wa	eal Estate, 2 Murr	ajong Road SPRIN			isidential premises. Rent increase

Docusign Envelope ID: 8A185E35-A142-4C0A-AEEC-F5A5088E1DFC

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 11:	Rental bond	l amount	\$2,200.00				Se	ee clause 13			
Item 12:	12.1 The ser	vices supplied	to the premis	ses for whic	th the tenant	t must pay	See clause 16				
	Electricity	Yes 🖂	No 🗌				nant must pay		Yes 🗌	No [\boxtimes
	Gas	Yes 🖂	No 🗌	Тур				See special teri	ms (page 8)		
	Phone	Yes 🖂	No 🗌								
	12.2	Is the tenant	to pay for wat	er supplied	to the premi	ises See clause	17				
	Yes 🛛 No	o 🗌									
	If the premi	ses is not indiv	vidually meter	ed for a sei	vice under it	tem 12.1. t	he apportionmen	t of the cost of	of the		
Item 13:	-		-				e the tenant must pay. See				
						7					
	Electricity	Not Appli					r service stated in	item 12.1	No	t Applicabl	е
	Gas	Not Appli	cable			See special te	rms (page 8)				
	Phone	Not Appli	cable								
Item 14:	How service	s must be paid	d for Insert for	each how	the tenant n	nust pay. Se	ee clause 16(d)				
	Electricity	Direct to	Utility Provide	er							
	Gas	Direct to	Utility Provide	er							
	Phone	Direct to	Utility Provide	er							
	,	ervice stated in	item 12.1		Not App	licable					
	See special terms	(page 8)									
Item 15:	Number of p	persons allowe	d to reside at	the premis	es		One (1) Adult a	nd Two (2) C	hildren	See clau	ıse 23
	l										
lhour 1C.	16.1 Are the	ere any body c	orporate by-la	ws applica	ble to the oc	cupation o	f the premises by	a tenant?		Yes	No 🖂
Item 16:	See clause 22					-	, , ,			_	
	16.2 Has the	tenant been	given a copy o	or the releva	ant by-laws?	See clause 22				Yes	No 🖂
	ı										
Item 17:	,		ets approved	Ī	or to be kept		mises See clauses 33A t	o 33D			
	Туре	Cat		Number	1	Туре	n/a		Number	n/a	
Harris 40	10 1 Name :	and talanhana	number of th	a laccar's n	ominated re	nairer for a	each of the follow	ing ropairs			
Item 18:		-	QEI (former		ommateu re	paner for e		umber	0406 996 109		
	Electrical Re Plumbing re		-					umber	0419 199 332		
			Aptus Pluml	ung				-	07 3205 1991		
	Other repair	rs .	Frog Glass				N	umber	1300 734 584		
		nominated rep	pairers the tena	ant's first po	oint of contac	t for notifyi	ng the need for en	nergency repa	irs? See clause 32	(4)	
	∑ Yes										
		se provide lesso	contact details	below			-	F			
	Name						N	umber			
								_			

Residential Tenancies and Rooming Accommodation Act 2008





Part 2 Standard Terms Division 1 Preliminary

1 Interpretation

In this agreement -

- (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in this agreement for item 5.2° and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number:

2 Terms of a general tenancy agreement

- (1) This part states, under the Residential Tenancies and Rooming Accommodation Act 2008 (*the Act*), section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

 $\it Note-$ 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;
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.
- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report – s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days
 - (a) the day the tenant occupies the premises;

- (b) the day the tenant is given the copy of the condition report.
- Note A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement – s 70

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

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

7 Costs apply to early ending of fixed term agreement – s 357A

- (1) This clause applies if
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).
 - *Note* For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid
 - (a) in the way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by –(i) the lessor or tenant giving the other party a notice
 - proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement in a way the

Residential Tenancies and Rooming Accommodation Act 2008





- lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) The rent must be paid at the place stated in this agreement for item 10.
- (6) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (7) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

- the lessor's address for service
- the lessor's agent's office

Rent in advance – s 87

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

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

Note – Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases – ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following
 - (a) 2 months after the notice is given;
 - (b) 12 months after the day the existing rent became payable for the residential premises.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if— (a) the rent is increased in compliance with this clause; and (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
 - (c) the increase in rent does not relate to -
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless –
 (a) this agreement provides for the rent increase; and
 (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out: and
 (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about excessive increase – s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (2) However, the application must be made
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement before the term ends.

12 Rent decreases – s 94

Under section 94, the rent may decrease in certain situations. Note – For details of the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required – ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount
 - (a) if a special term requires the bond to be paid at a stated time at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments
 - by instalments; or
 - (c) otherwise when the tenant signs this agreement. Note — There is a maximum bond that may be required. See section 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

Note – For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond – s 154

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

Division 5 Outgoings

15 **Outgoings – s 163**

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

 Examples
 - body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges – ss 164 and 165

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

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and $\,$
- (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 –

Residential Tenancies and Rooming Accommodation Act 2008





- (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. The lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.
- (6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.
- (7) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.
- (8) The tenant may be required to pay an amount calculated under section 166A using
 - (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant mentioned in subclause (8); and
 - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (9) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (10) In this clause –

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

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

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

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation – s 181

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

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the Building Act 1975 before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence.

19 Vacant possession and quiet enjoyment – ss 182 and 183

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

20 Lessor's right to enter the premises – ss 192–199

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

Note - See the information statement for details.

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

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or Examples of things that may constitute a nuisance –
 - using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - causing loud noises
 - allowing large amounts of water to escape onto adjoining land
 - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the

22 Units and townhouses – s 69

- (1) The lessor must give the tenant a copy of anybody 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

Residential Tenancies and Rooming Accommodation Act 2008





- (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the
- (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (2) While the tenancy continues, the lessor must -(a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean. (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
 - Note For details about the maintenance, see the information statement.
- (3)However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -

(a) the lessor is the State; and

- (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
- (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and (d) the non-standard items are not a risk to health or safety;
- (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)

- (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

Fixtures or structural changes – ss 207–209

- $\overline{(1)}$ The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.
 - Note Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms -

- that the tenant may remove the fixture
- that the tenant must repair damage caused when removing the fixture
- that the lessor must pay for the fixture if the tenant cannot
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.

- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor
 - (a) take action for a breach of a term of this agreement; or (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for
- (6) A fixture may be attached, or a structural change may be made, to premises if the fixture or structural change-(a) is necessary for a tenant's safety, security or accessibility;
 - (b) is attached or made in the circumstances, and in accordance with any requirements, prescribed by regulation.

28 Supply of locks and keys – s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -(a) secures an entry to the premises; or

 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated: or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and

Changing locks – ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only
 - (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
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence;
 - (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
- (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
 - (b) the Building Units and Group Titles Act 1980; (c) a body corporate by-law.

Subdivision 4 Damage and repairs

Meaning of emergency and routine repairs - ss **30** 214 and 215

(1) Emergency repairs are works needed to repair any of the following -

Residential Tenancies and Rooming Accommodation Act 2008





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

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

- If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to
 - (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer cannot be contacted the lessor.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

33 Emergency repairs arranged by tenant – ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if —

 (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent. Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

33A Keeping pets and other animals at premises – ss 184B and 184G

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

Notes -

- 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
- 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
 (a) the ending of this agreement, if the tenant continues
 - (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.
 - 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;

Residential Tenancies and Rooming Accommodation Act 2008





- (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 bylaw 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
 - (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.A condition of the lessor's approval to keep a pet at the
- (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.

Residential Tenancies and Rooming Accommodation Act 2008





- 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
- (3) (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.
- (4) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

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

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Note – For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

42 Supply of goods and services – s 171

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

43 Lessor's agent

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

 44 Notices

- 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.

Residential Tenancies and Rooming Accommodation Act 2008





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

- 1. The Lessor and Tenants agree that, should the property have an individual water meter, reasonable water usage for the property is deemed to be 35 kilolitres per quarter. It is further agreed that any water used beyond this shall be considered excess water and charged to the tenant at the rate charged by the local Council Authority.
- 2. If the property is, or becomes "Water Efficient" as defined by the RTRA Act during the tenancy, the Lessor and the Tenants agree that the Lessor will be responsible for the payment of all future Water Access and Wastewater charges, and the Tenant will be responsible for the full cost of all Water Consumption at the property. Water will be invoiced to the Tenant at the rate charged by the local Council Authority.
- 3. If the owner is invoiced for the electricity usage direct, the tenant understands that Little Real Estate will read the electricity meter at the property and oncharge the usage to the tenant as calculated from the rate charged by the utility provider. The tenant will be responsible for the costs of all electricity invoiced by Little Real Estate. If the electricity meter becomes a single meter during the tenancy, the tenant agrees to arrange to have the electricity connected in their own name and will understands the utility provider will invoice the tenants the direct for the full cost of the usage.
- 4. Upon vacating, in line with Section 188 (4) of The Act, Carpets are required to be Steam Cleaned to a professional standard to return them, as far as possible, to the condition they were at the start of the Tenancy, fair wear and tear excepted.
- 5. The Tenant and Lessor agree that the regular maintenance of the lawns and gardens during the tenancy is the responsibility of the tenant
- 6. **Smoking is not permitted inside the property in line with Section 268 (1)(d).** Should it become evident that smoking has occurred within the property the Tenant will be responsible for deodorisation of the property to a professional standard, and rectification of any smoke related damage.
- 7. The Tenant is required to use Protectors on furniture placed on all Hard Floor surfaces. Chairs with castor wheels placed on Carpet should also have protective mats placed under them to prevent damage to the Carpet.
- 8. Vehicles of any description (including trailers and boats) must only be parked in the allocated parking areas at the property in line with Section 268 (1)(b). Where By-Laws apply, vehicles must be parked in accordance with these, and not in common area visitors parking. In relation to houses, vehicles should only be parked in driveway areas and not on any lawn, grassed or garden area.
- 9. The Tenant(s) agrees to inform the Managing Agent in writing prior to any tenant transfers taking place. The Tenant(s) understands and agrees that an application form must be completed by each ingoing tenant and must be approved by the Lessor, prior to the tenant transfer taking place. The tenant agrees to pay a Tenant Transfer Fee of \$150.00 + GST prior to finalisation of the transfer of tenancy in line with Standard Terms 34 (4).
- 10. The Tenant(s) agrees to inform the Managing Agent in writing for intentions to break a fixed term lease agreement. If the property is relet, and the rent payable between the handover date and the date the next tenancy commences is less than the calculated reletting costs, then the rent payable between those dates will be the reletting cost. If the rent payable between those dates is greater than the reletting cost calculated using the formula, then the calculated amount will be the reletting cost.
- 11. The property is "Water Efficient" as defined by the RTRA Act during the tenancy, the Lessor and the Tenants agree that the lessor will be responsible for the payment of all future Water Access and Waste Water charges, and the Tenant will be responsible for the full cost of all Water Consumption at the property. Water will be invoiced to the Tenant at the rate charged by the local Council Authority.
- 12. The Owner has agreed to allow One cat to be kept at the Premises. The Tenants agree they are responsible for rectifying any damage, odour or degradation as a result of the Cat this includes but is not limited to any evidence of scratching, ripping up grass or plants, urination on floor coverings, clawing of floor coverings or window furnishings, damage to screens and doors. Upon vacating, the Tenants agree to arrange for the premises to be professionally fumigated at the end of the tenancy, if the pet is capable of carrying parasites that could infest the property. The general aim of this clause is to ensure that, upon vacating, there are no obvious signs that Cat has been kept at the premises.
- 13. The Tenant(s) agrees to accept the Kolmeo Terms and Conditions. Please visit this link Kolmeo Terms & Conditions to read and acknowledge.
- 14. By signing below, we confirm I/we have received a copy of the General Tenancy Agreement (Form 18a) prior to signing the agreement and that we have been provided with a copy of the General Tenancy Agreement, in accordance with Section 58 of the Residential Tenancies and Rooming Accommodation Act 2008.

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

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

Signature of lessor / agent Signature of tenant 1 Name / trading name Print name **LITTLE Real Estate** Jazmine Skye Lake Signature Signature DocuSigned by: DocuSigned by: laci Mornis BD6500052AE34A1 076AF06C444DA 16 January 2025 16 January 2025 Date Date

Property Fact Pack



u2/1 Frankland Avenue Waterford QLD 4133

YOUR DIGITAL COPY





At a glance

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



Easements





Flood Risk





Character





Vegetation





Environment





Bushfire Risk





Noise



DATE OF REPORT

22nd of August, 2025

ADDRESS

u2/1 FRANKLAND AVENUE

LOT/PLAN

2/SP243650

COUNCIL

Logan

ZONING

- · Low Density Residential
- Precinct Suburban

UTILITIES

Water

SCHOOL CATCHMENTS

- · Waterford SS
- · Loganlea SHS

CLOSEST CITY

Logan City - 8km

Easements

What access rights exist over the property?



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?

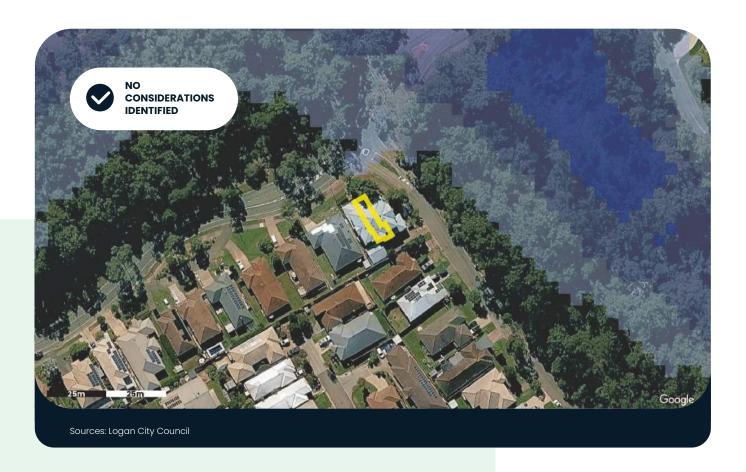
LEGEND

Selected Property

Easement

Flood Risk

Is the property in a potential flood area?



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
- Moderate Flood Risk Area 1%
 Annual Chance
- Low Flood Risk Area 0.5% Annual Chance
- Very Low Flood Risk Area 0.05% Annual Chance

Overland Flow Flood Risk

Are there any major rainfall issues for this property?



THINGS TO KNOW

Overland flow refers to water running over the ground's surface during heavy rain. This can happen when stormwater systems are overwhelmed, drainage paths are blocked, or the land cannot absorb water quickly enough.

Unlike river or coastal flooding, overland flow is usually localised but can cause water pooling, damage to structures, and flooding of yards or low-lying areas. Urban areas are particularly vulnerable due to surfaces like roads and concrete, which prevent water from soaking into the ground.

If your property is in an overland flow area, future development of the site may require specific measures like improving drainage, raising building platforms, or adding landscaping features to safely redirect water

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

Note: Government overland flow maps are general guides and may not reflect site-specific conditions. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Flooding may still occur outside mapped areas due to local factors. Newly subdivided lots may have already considered flooding risks and designed flows away from residential lots, rendering the mapping invalid. For tailored advice, consult your local authority or a qualified professional.

Questions to ask

- Are there specific regulations for overland flow that affect your property?
- What building or landscaping measures can help manage water flow?

LEGEND

Se

Selected Property

Overland Flow



Flood Planning Risk

What planning overlays impact development of this property?



THINGS TO KNOW

Flood Planning overlays identify areas at risk of flooding from rivers, creeks, stormwater, or coastal inundation. These overlays are used to guide land use and development to minimise flood impacts on people, property, and infrastructure.

Developments in Flood Planning areas must meet specific requirements, such as raising floor levels above designated flood immunity levels or using flood-resilient building materials. In some cases, developments may not be permitted in high-risk zones unless engineering solutions, such as stormwater detention basins or elevated structures, are implemented.

Note: Flood Planning overlays are based on broad modelling assumptions, are general in nature and are a tool for managing flood risk as it relates to development of the property. They do not guarantee individual property immunity from flooding or account for site-specific conditions. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels, rendering the mapping invalid. Check with your local authority or a qualified professional for specific requirements.

Questions to ask

- What restrictions apply to developing in a Flood Planning area?
- Are there required flood immunity levels or design standards?
- How do overlays account for future changes like climate impacts or urban growth?

LEGEND

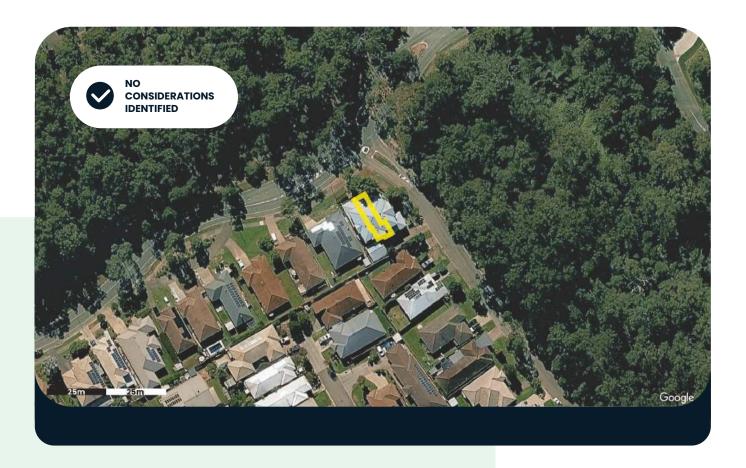
Selected Property

+ Flood Assessment 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?



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
- 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)
- Protected Vegetation Rvm Cat C (High-Value Regrowth)
- Environmental Management And Conservation Area
- + Essential Habitat
- Local Environmental Significance
 Vegetation Area (Council)
- // Minor Waterway
- // Minor Wetland
- Wetland Buffer Area



Environment

Are there any environmental values present on the property?



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

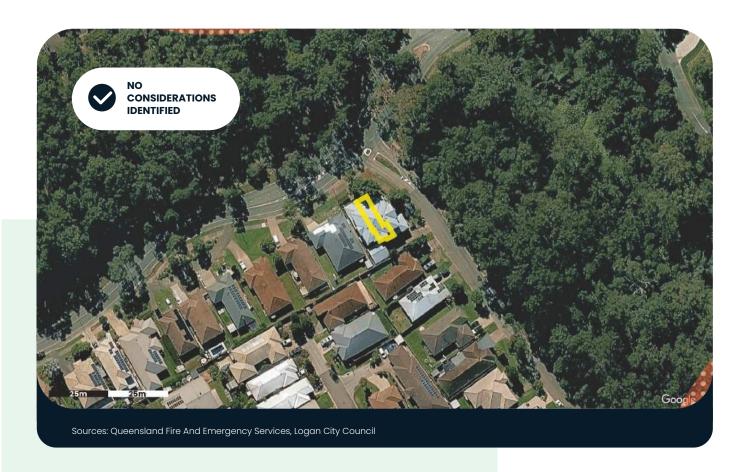
Selected Property

Wildlife Habitat - Mses

Core Koala Habitat Area

Bushfire Risk

Is the property in a potential bushfire area?



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

Potential Bushfire Area - Impact Buffer (Council)

Potential Impact Bushfire Buffer
Area

Steep Land

Is there significant slope on this property?



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: ~0m

25m

13m

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?

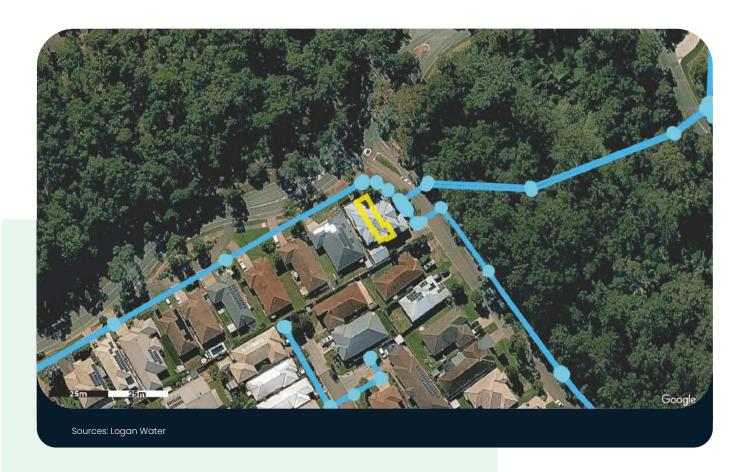
LEGEND

Selected Property



Water

Are there any water pipes nearby?



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.

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?

LEGEND

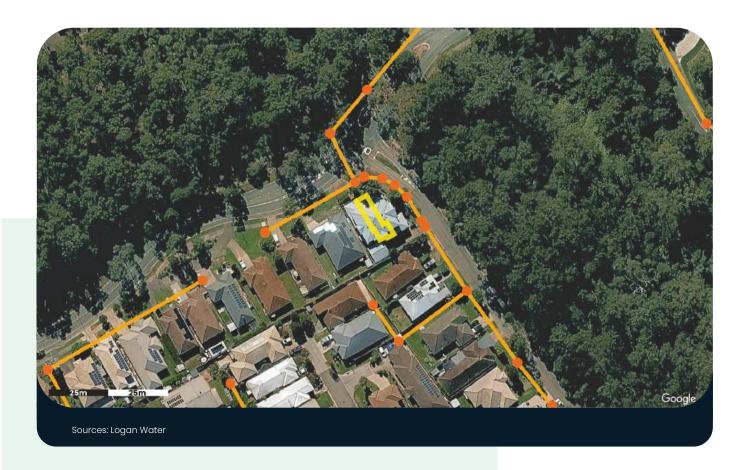
Selected Property

Water Asset Point

Water Pipe

Sewer

Are there any sewer pipes nearby?



THINGS TO KNOW

Sewer mains carry wastewater away from properties to sewage treatment facilities. 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.

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

Questions to ask

- Where is the sewer 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 sewer infrastructure?

LEGEND

Selected Property

Sewer Maintenance Structure

Sewer Pipe

Stormwater

Are there stormwater pipes on or near the property?



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

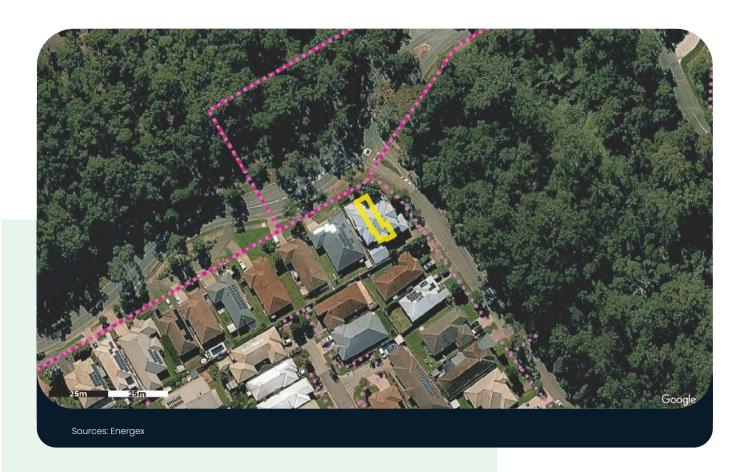
Selected Property

Inlet Structure

Stormwater Pipe

Power

Are there any power lines on or near the property?



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

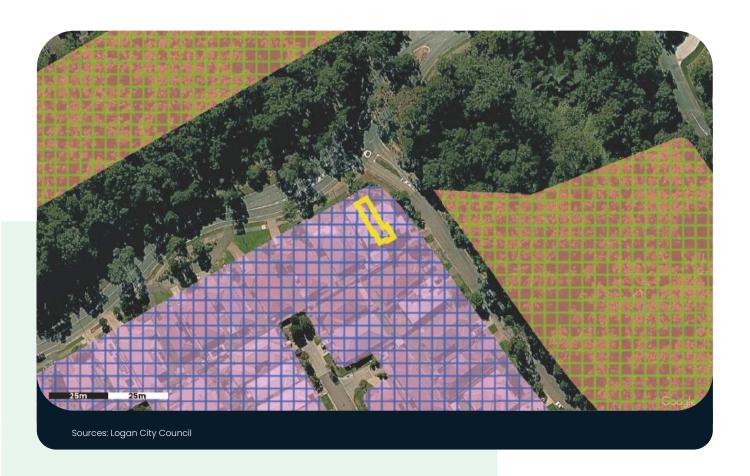
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

- Selected Property
- Underground Power Cable (HV)
- · · · Underground Power Cable (LV)

Zoning

What zone is my property?



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?

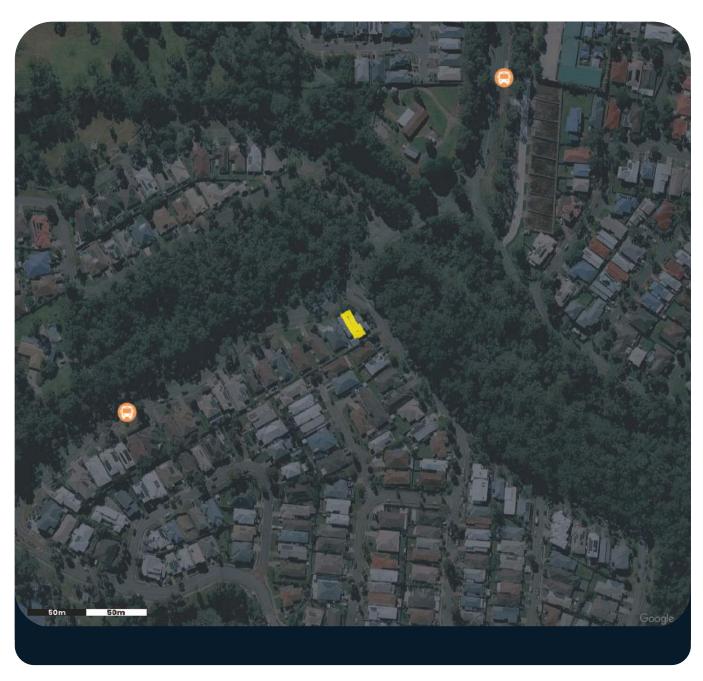
LEGEND

- Selected Property
- Environmental Management And Conservation
- Low Density Residential
- + Precinct Conservation
- Precinct Small Lot
- ♣ Precinct Suburban



Public Transport

Is there any public transport stops nearby?



LEGEND

Selected Property



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, rénovation, 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.

YOUR DIGITAL COPY



develo Know before you go arch address here

Ordering your property report has never been easier

develo.com.au

393653



July - September 2025

Logan City Council ABN 21627796435



Amount due	\$1,028.49
Due date	22 Aug 2025
Issue date	21 Jul 2025
Billing period	01 Jul 2025 - 30 Sep 2025
Assessment number	10986862

Interest of 12.12% pa compounding daily is charged on overdue rates and charges.

1-11111-1 ₁₁₁ 1-1 ₁ 111 ₁ 11 ₁ 11 ₁ 11	d4m111h4	- -	Արուկլիդ
J S Stanton	Н1	0	D-041

Rateable value Rating category Lot on plan **Property location** \$134,444 Residential Lot 2 SP 243650 2/1 Frankland Avenue, WATERFORD QLD 4133 (Non-Owner-Occupied)

Go paperless!

Register now to receive your next rate notice delivered directly to your inbox. Please visit the link or scan the QR code below.

Having trouble paying your rates?

If you are experiencing financial hardship, please visit the link or scan the QR code below.

Summary of charges

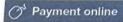
Payments received after 3 July 2025 may not be included below.

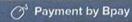
Amount payable if paid by 22 Aug 2025	\$ 1,028.49
Water and wastewater (sewerage) charges This total consists of services and usage charges, refer to page 3	\$ 324.51
State government charges	\$ 62.90
Council rates and charges	\$ 641.08
Balance as of 3 July 2025	\$ 0.00



logan.qld.gov.au/rates

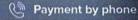
See over the page for a breakdown and more payment options





Biller Code: 17392

Ref: 5 1098 6862



Biller Code: 17392

Ref: 5 1098 6862





Use your credit or debit card to pay 24 hours, 7 days per week

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

overseas +61 1300 276 468

Phone 1300 276 468 or from



Minimum payment \$50.00 unless the amount shown on the current rate notice is less.

2021 1/3 166389/W/068343

logan.qld.gov.au/online-payment

* Credit Card payments may incur a 0.34% surcharge.

Assessment number: 10986862	Period:	1 Jul 2025 to	30 Sep	2025	Issue date: 2	1 July 2025
Breakdown of July to September 2025 rates and cha	rges	7	65	Amoun	tims/ys?	Total
Council rates and charges	10	1				
General Rate - Residential (Non-Owner-Occupied)	1/4	1	\$	502.07	7	
Garbage Charge – Residential Waste & Recycling			\$	111.50		
Environmental Charge			\$	27.10		
Volunteer Fire Brigade Separate Charge			\$	0.41	\$	641.08
State government charges						
State Emergency Levy Group 2			\$	62.90	\$	62.90
Water and wastewater (sewerage) charges						
Water Service Charge - Res			\$	82.13		
Wastewater (Sewerage) Charge			\$	202.00		
Water Usage			\$	40.38	\$	324.51
Total rates and charges for July to September 2025					\$	1,028.49

The Queensland Government waste levy for general waste has increased from \$115 per tonne in 2024/25 to \$125 per tonne for 2025/26. The Queenslan Government has reduced the rebate provided to Council from \$12,381,830 in 2024/25 to \$11,083,480 in 2025/26 to mitigate impacts from the waste levy or households. Council's Waste Utility Charge covers costs associated with providing bin collection services and managing waste in the City of Logan, includin the gap between the Queensland Government waste levy charged to Council and the rebate received by Council which is approximately 70% for the 2025/26 financial year.

Council contact details

Logan City Council Administration Centre and **Customer Service Centres**

150 Wembley Rd, Logan Central

Postal Address:

PO Box 3226, Logan City DC Qld 4114

Open: 8am–5pm Monday to Friday (AEST)

Website:

logan.qld.gov.au

Email:

council@logan.qld.gov.au

Rates enquiries:

07 3412 5230

Beenleigh Customer Service

105 George St, Beenleigh (Cnr of George St and City Rd)

Open: 8am-4.45pm Monday to Friday (AEST)

Jimboomba Customer Service

18-22 Honora St, Jimboomba

Open: 8am-4,45pm Monday to Friday (AEST)

Council offices are closed on public holidays

Other ways to pay your rates

AusPost app

Download the Australia Post app available on the App Store or Google Play. Use the app to pay your rates.



Direct debit

To arrange automatic payment from your bank account, visit logan.qld.gov.au/rates/payment-options. Your application must be received at least seven days before the next due date. NOTE: Direct Debit can not be set up on a credit card account.



In person

Logan City Council Administration Centre or **Customer Service Centres**

cash; cheque; money order; debit card; credit card



By mail

Make your cheque or money order payable to Logan City Council and post it with details of your property address and rates assessment number to the postal address on this page.

Water and Wastewater **Account Information**





Distribution and retail charges for the period 01/07/2025 to 30/09/2025 have been totalled and are detailed below

Property location	Lot on p	lan	
2/1 Frankland Avenue, WATERFORD QLD 4133	Lot 2 SP	243650	
Local Government Distribution and Retail Charges			
Water Service Charge - Res - amount charged to maintain the water network	\$	82.13	
Wastewater (Sewerage) Charge - amount charged to maintain the wastewater network	\$	202.00	
Water Usage	\$	40.38	
	\$	324.51	

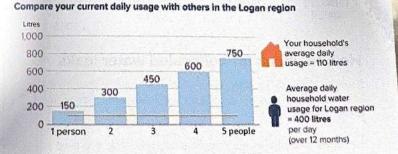
Meter No.	Previous read date	Previous meter reading	Current read date	Current meter reading	Usage	No. of days	Avg. daily usage (kL)
23V002739	08 Jan 2025	29	31 Mar 2025	33	4	82	0.049
Council Water	r Usage Charge		4.00 @ 1. 0428 p	per kl		\$	4.17
State Govt Bu	ulk Water Charge		4.00 @ 3.4440	per kl		\$	13.78
23V002738	08 Jan 2025	11	31 Mar 2025	16	5	82	0.061
Council Sub-	-meter Water Cons	Charge	5.00 @ 1.0428 ;	per kl		\$	5.21
State Govt E	Bulk Water Charge		5.00 @ 3.4440	per kl		\$	17.22
						\$	40.38
						(% VANGENERS)	Control of the Contro

Water usage detail (PLEASE NOTE: Meters that have zero usage during the period are not shown)

Your water usage comparison



1 kilolitre = 1,000 litres





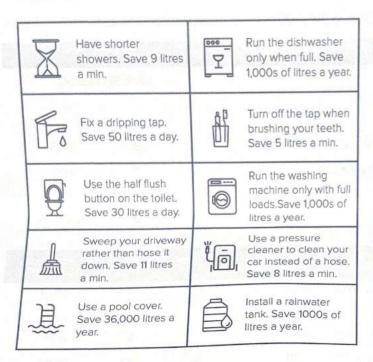
Visit rta.qld.gov.au and search for 'Water charging fact sheet'

You are using less water than the average Logan household, give yourself a pat on the back you're doing a great job! Check out our water saving tips on the next page to see how small changes can make a big difference.

How you can save water

If you're using more than the average household, try these waterwise tips.

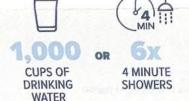
With small changes in your habits, you'll save money and we'll all save water.



For more information visit: logan.qld.gov.au/waterwise

Do you know what \$1 of water usage charges buys you?

Because we use water for so many things in our households, it can be hard sometimes to see exactly what our water bill buys us. You might be surprised to learn just how much water you get for around \$1, here are a few examples:





DISHWASHER

LOADS





HALF FLUSHES OF THE TOILET

How to check for concealed water leaks

It's easy to check for concealed water leaks, and if your pipes are leaking you may be eligible for a reimbursement on your water usage costs.

We repair water leaks from the water supply system to (and including) your water meter. You are responsible for repairs from your water meter to your property.

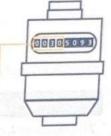
For more information visit: logan.qld.gov.au/waterleaks

How to read your water meter

Locate your meter and read the BLACK NUMBERS ONLY as per the images shown.

If your meter is this type, the reading would be

0030 kilolitres



If your meter is this type, the reading would be

0030 -



If your meter is this type, the reading would be

0030 kilolitres



Please make sure your water meter can be easily accessed by meter readers at all times.



Struggling to take a 4 minute shower?

Drop into your local library or nearest customer service centre to pick up a 4 minute shower timer. It's our gift to you to say thanks for working with us to better manage our precious water resources.

Don't rush to flush

Disposing the wrong items down toilets, sinks and wastewater pipes can result in homeowners incurring expensive plumbing bills to unblock wastewater pipes on their property.

Correct disposal also reduces unnecessary damage to our wastewater network and the environment.



Only flush toilet paper, pee and poo. (No wet wipes, tissues or paper towels).



Only water should go down the sink. (No cooking oil, grease or food scraps).



Take paint, fuel, engine oil and chemicals to Council's Waste and Recycling facility. (Don't tip onto your grass).

For more information visit: logan.qld.gov.au/dontrushtoflush

AND valuatio

Land valuation notice

Your property ID: **41082023**

Your valuation reference: 66130329565

Եվիլոյեվիկիսովիակիկիկիսիսովորդերերիկիսուիե

BODY CORPORATE FOR 1 FRANKLAND AVENUE COMMUNITY TITLES SCHEME 42945 PO BOX 144 ELANORA QLD 4221

The Department has valued all properties in your local government area in accordance with the Land Valuation Act 2010.

Below are details of your property and the new land valuation based on the site value.

Date of issue:

27 March 2025

Property address:

1 FRANKLAND AV,

WATERFORD 4133

Local government:

LOGAN CITY

703 m²

Real property description:

L1-3 SP243650

NEW LAND VALUATION:

\$420,000

CURRENT LAND VALUATION:

\$395,000

Date of new valuation:

1 October 2024

Date of effect of new valuation:

30 June 2025

Find more information about your new land valuation over the page.

Laura Dietrich

Valuer-General

Department of Natural Resources and Mines,

Manufacturing and Regional and Rural Development



Change to email

Scan the QR code to update your details to receive your notice by email and find more information about your valuation.

(www.qld.gov.au/landvaluation

Valuation enquiries 1300 664 217

Local government enquiries

(07) 3412 5230

Department of Natural Resources and Mines,



Your valuation reference: 66130329565

About your land valuation

Why did you receive this land valuation notice?

This notice provides you with information about your new land value. Each year the Valuer-General considers market movement and feedback from local governments and key stakeholders to decide which areas will be revalued. Not all local government areas are revalued each year.

Calculating your land valuation

The way your land valuation is calculated depends on how the land is zoned. **Site value** is used for non-rural land, including rural-residential.

Site value considers the value of improvements that prepare the land for development, such as filling, clearing and drainage works. It does not consider the value of structural improvements, such as houses, buildings and fences.

Valuing units and duplexes

Individual units and duplexes in community title schemes are not valued separately. A single land valuation notice is issued to the body corporate. A valuation amount is apportioned for each unit or duplex owner for local government rates and land tax purposes. Apportionments are determined as per the community management statement (CMS). The CMS is available through your body corporate manager or for purchase through Titles Queensland at www.titlesqld.com.au.

How land valuations are used

Land valuations are used for determining state land rentals and are used as an input to rating and land tax considerations by entities such as local governments and the Queensland Revenue Office. Valuations are just one of many factors councils use to determine rates.

Any enquiries about your rates should be directed to your local government.

The Queensland Revenue Office advises that land tax may be payable if your total taxable value of freehold land you own in Queensland on 30 June each year exceeds the threshold. Find information about the Queensland Revenue Office and land tax at www.qro.qld.gov.au/land-tax/about/.

Don't agree with your land valuation?

If you don't agree with your new land valuation and can provide information to demonstrate it is incorrect, you can lodge an objection within 60 days of the date this valuation notice is issued. The 60-day objection period closes on **26 May 2025.**

Your objection **must** be made on the approved form (Form 58S Notice of objection). You can find the form at www.qld.gov.au/landvaluation.

You can lodge an objection:

- online at www.qld.gov.au/landvaluation using your valuation reference number
- by email to valoperations2@resources.qld.gov.au
- by post at PO Box 230, ARCHERFIELD BC QLD 4108
- **in person** at one of our business centres. Find the business centre addresses at www.resources.qld.gov.au/contact-us#land-valuations

Inspect the land valuation roll listing

You can view the land valuation listing for your local government until 30 June 2025:

- online at www.qld.gov.au/landvaluation
- in person at the Logan City Council, Administration Centre, 150 Wembley Road, Logan Central

P077DORANN29_A4MA25/E-241636/S-498537/I-997074

Need more information



(a) 1300 664 217

Local government enquiries (07) 3412 5230

Department of Natural Resources and Mines,
Manufacturing, and Regional and Rural Development



Interpreter statement

The Queensland Government is committed to providing accessible information for people from culturally and linguistically diverse backgrounds. If you have difficulty understanding this document, please contact us within Australia on 13QGOV (13,74,68) and we will arrange for an interpreter to communicate this information to you.



Notice of Levies Due in April 2025

Postal: PO Box 144 Elanora, QLD 4221 Address: Suite 3, 17 - 19 Fifth Avenue

Palm Beach, QLD 4221

Phone: (07) 5534 6278

Email: info@bodycorpchoice.com.au Website: www.bodycorpchoice.com.au

Issued 28/02/2025 on behalf of:

1 FRANKLAND AVENUE CTS 42945

ABN 23004422102

1 Frankland Avenue

1 Frankland Avenue WATERFORD QLD 4133

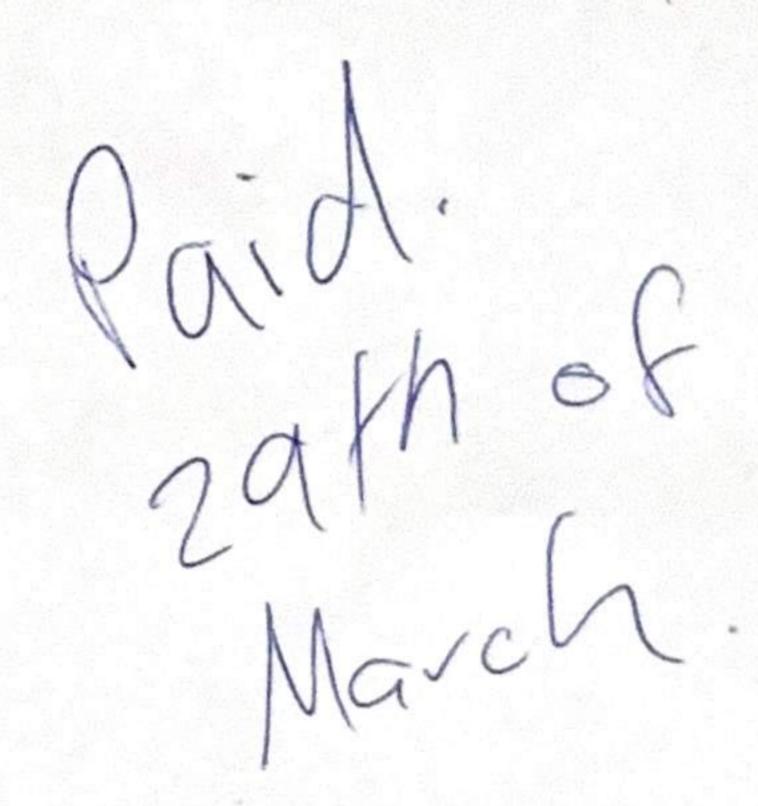
for Lot 2 Unit 2 Jamie Sharni Stanton

Ms	J	S	Sta	ntor	1
10	-	LN			

Due date	Details	Admin Fund	Amounts due (\$) Sinking Fund	Total
01/04/2025	Six Monthly Levy 01/04/2025 - 30/09/2025	1,233.34	631.33	1,864.67
	Total levies due in month	1,233.34	631.33	1,864.67

Total amount due	\$1,864.67
Prepaid	0.00
Subtotal of amount due	1,864.67
Outstanding owner invoices	0.00
Interest on levies in arrears	0.00
Levies in arrears	0.00
Total of this levy notice	1,864.67

Levy Payment to be made by 01/04/2025





DEFT

*Registration is required for payments from cheque or savings accounts. Please complete registration at www.deft.com.au. You do not need to re-register for the internet service if already registered.

Ms J S Stanton

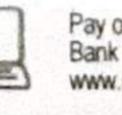
Community Titles Scheme 42945 Lot 2 Unit 2



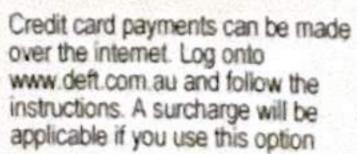
*496 289307779 42591



Biller code 96503



Pay over the Internet from your Bank account. Register at www.deft.com.au





Pay in-store at Australia Post by cheque or EFTPOS.

Body Corporate Choice

DEFT Reference Number

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your

mobile banking app. More info: www.bpay.com.au

28930777942591

Amount Due

\$1,864.67

Due Date

01/04/2025

Amount Paid