

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy details

Item 1

1.1 Lessor

Name/trading name

Address

PO BOX 565
THURINGOWA CENTRAL QLD Postcode 4817

1.2 Phone Mobile Email
07 47236999 aaronmoon@townsvillecentury21.com.au

Item 2

2.1 Tenant/s

Tenant 1 Full name/s
Phone Email

Tenant 2 Full name/s
Phone Email

Tenant 3 Full name/s
Phone Email

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

Item 3

3.1 Agent If applicable. See clause 43

Full name/trading name Century 21 Aaron Moon Realty

Address

21 Castlemaine Street
KIRWAN QLD Postcode 4817

3.2 Phone Mobile Email
07 4723 6999 0447 477 121 rentals1@townsvillecentury21.com.au

Item 4

Notices may be given to

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

4.1 Lessor

Email Yes No Facsimile Yes No

4.2 Tenant/s

Email Yes No Facsimile Yes No

4.3 Agent

Email Yes No aaronmoon@townsvillecentury21.com.au Facsimile Yes No

Item 5

5.1 Address of the rental premises

Postcode

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

AS PER ENTRY CONDITION REPORT & INVENTORY IF APPLICABLE

Item 6

6.1 The term of the agreement is fixed term agreement periodic agreement

6.2 Starting on / / 6.3 Ending on / /

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



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

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

Item 9 Method of rent payment Insert the way the rent must be paid. See clause 8(3)
 Rent Card, Bank Deposit, Internet Transfer

Details for direct credit

BSB no. 4 8 4 7 9 9 Bank/building society/credit union Suncorp

Account no. 0 8 4 0 4 5 1 2 2 Account name Moon Property Marketing Trust Account

Payment reference

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

Item 11 Rental bond amount \$ See clause 13

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

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

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

Yes No

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

Electricity N/A Any other service stated in item 12.1 EXCESS WATER ONLY
Gas N/A See special terms (page 8)
Phone N/A

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

Electricity N/A
Gas N/A
Phone N/A

Any other service stated in item 12.1 EXCESS WATER OVER AND ABOVE 772 KL PER ANNUM.
See special terms (page 8)

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

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

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

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

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

Type Number Type Number

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

Electrical repairs CENTURY 21 AARON MOON REALTY Phone 07 47236999

Plumbing repairs CENTURY 21 AARON MOON REALTY Phone 07 47236999

Other CENTURY 21 AARON MOON REALTY Phone 07 47236999

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

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

2 Terms of a general tenancy agreement

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

Note - Some breaches of this agreement may also be an offence under the Act, for example, if -

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

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

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

6 Continuation of fixed term agreement - s 70

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

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

7 Costs apply to early ending of fixed term agreement

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

Note - For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).
- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

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

9 Rent in advance - s 87

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

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

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

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
 - (a) 2 months after the notice is given;
 - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term -
 - (a) provides for a rent increase; and
 - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase - s 92

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

12 Rent decreases - s 94

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

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.

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 166W

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

Note - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

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

Note - For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.

- (6) In this clause -
water consumption charge for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

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

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

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

Examples of possible legal impediments -

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

19 Vacant possession and quiet enjoyment - ss 182 and 183

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

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

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

Note - See the information statement for details.

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

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

22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to -
- (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

23 Number of occupants allowed

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

24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only -
- (a) a particular type of pet may be kept, only that type may be kept; or
 - (b) a particular number of pets may be kept, only that number may be kept; or
 - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
- (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must -
- (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean.
- Note -* For details about the maintenance, see the information statement.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
- (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -
- non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.
- premises** include any common area available for use by the tenant with the premises.

26 Tenant's obligations - s 188(2) and (3)

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

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 207-209

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

Examples of terms -

- that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
- (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

28 Supply of locks and keys - s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
- (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks - ss 211 and 212

- (1) The lessor or the tenant may change locks if -
- (a) both agree to the change; or
 - (b) there is a tribunal order permitting the change; or
 - (c) there is a reasonable excuse for making the change.
Example of a reasonable excuse -
an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -
- (a) a tribunal orders that a key not be given; or
 - (b) the other party agrees to not being given a key.

Subdivision 4 Damage and repairs

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

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

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
- (a) in this agreement for item 18; or
 - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
- (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.
- Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.*

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor - s 237

- (1) This clause applies if -
- (a) the lessor is the State; or
 - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

36 Ending of agreement - s 277

- (1) This agreement ends only if -
- (a) the tenant and the lessor agree in writing; or

- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises; or
- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

Note - For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

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

Note - See the information statement for details.

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

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear -

- wear that happens during normal use
- changes that happen with ageing

38 Keys

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

39 Tenant's forwarding address - s 205(2)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

40 Exit condition report - s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.
Example of what might be as soon as practicable - when the tenant returns the keys to the premises to the lessor or the lessor's agent
Note - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

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

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.
Note - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

42 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.
Note - See section 164 for what is a service charge.

43 Lessor's agent

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

44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
Note - 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.

GENERAL TENANCY AGREEMENT ANNEXURE A SPECIAL TERMS

Annexure A sets out the Special Terms (the "Special Terms") to the General Tenancy Agreement ("GTA") and must be read in conjunction with and collateral to that Agreement.

Nothing in the Special Terms is intended to remove or vary any obligation imposed on either the Lessor or the Tenant by the Residential Tenancies and Rooming Accommodation Act 2008 ("RTRAA").

If all parties agree, you may choose to ~~cross-out~~ any clause/s that are not relevant to the Agreement. Each party must initial the agreed changes.

PREMISES: [Click here to enter text.](#)

LESSOR: C/- Century 21 Aaron Moon Realty

TENANT: [Click here to enter text.](#)

It is agreed between the lessor and the tenant that:

SC1 APPROVED TENANTS

- (1) Only persons listed in item 2.1 and approved occupants of the GTA may reside at the premises.
- (2) The tenant must ensure that no person resides at the premises without the written consent of the lessor or the lessor's agent.
- (3) That no part of the premises can be part-rented, assigned or licenced out for financial or other reward during the tenancy term without the written consent of the landlord or the landlord's agent.
- (4) That the tenant is not to use the services of AirBNB, Stayz, Gumtree or any site either Internet or print based that advertises or books holiday accommodation for share or entire properties without the written consent of the landlord or the landlord's agent.

SC2 CARE OF THE PREMISES AND REPAIRS

- (1) The notice to be given by the tenant in clause 32 GTA must be given to the lessor's agent and in writing.
- (2) The tenant must not undertake any repair of the premises without the written consent of the lessor or the lessor's agent.
- (3) The tenant must not cause or allow any other person to cause any object or thing to block the plumbing, waste, stormwater, pipes, toilets, garbage disposal unit or drains at the premises.
- (4) The tenant must ensure that every electrical appliance connected to the electrical supply at the premises is safe and in proper working order.
- (5) The tenant must promptly and quickly remove all marks and stains on the carpet, allowing for fair wear and tear. A suitable mat must be placed under office chairs on carpeted areas to prevent excess wear.
- (6) The tenant must not install, fix or apply any nails, screws, hooks, blue-tac, sticky tape, tacks or other items or objects to the walls, wardrobes or ceilings of the premises without the written consent of the lessor or the lessor's agent. In the event that such consent is given, the tenant shall (using qualified and licensed tradespersons) make good the repair of any damage caused by the install, fix or application without any costs to the lessor.
- (7) The tenant must promptly and quickly repair any and all damage to the premises caused by the tenant or the tenant's invitees no matter the cause and irrespective of whether it is a negligent, reckless, deliberate or malicious act or omission.

GENERAL TENANCY AGREEMENT ANNEXURE A SPECIAL TERMS

SC3 HANGING OF LAUNDRY

- (1) The tenant may only hang laundry in the area specifically designated for that purpose by the lessor or lessor's agent.
- (2) The tenant must not hang or allow any other person to hang any laundry, clothing or any other similar item over, on, or out of external balconies, windows or any other area visible to the public.

SC4 PETS

- (1) Irrespective of any other term, approval, or permission, the tenant must not bring, or keep, or allow any other person to bring or keep a pet on the premises without a written Pet Agreement with the lessor or the lessor's agents on terms acceptable to the lessor.

SC5 DISPOSAL OF RUBBISH

- (1) The tenant must keep and ensure that all invitees of the tenant keep all rubbish within the bins provided by the local authority.
- (2) The tenant must not remove the rubbish bins from the designated area for any purpose other than that provided by SC5.
- (3) The tenant must ensure that the bins are placed in the designated collection area on the appropriate day for collection by the local authority and to place the bin back in its designated area once the rubbish has been collected.
- (4) The tenant must keep the rubbish bins in a clean and sanitised condition.

SC6 PESTS AND VERMIN

- (1) The tenant must keep the premises in a clean and sanitary condition and not do anything that may attract pests and vermin.
- (2) The tenant will ensure that the premises are free from pests and vermin without cost to the lessor.

SC7 TERMITES

- (1) The tenant must notify the lessor's agent in writing if they become aware of unusual mud build-ups or mud tracks or mounds around the premises.
- (2) The tenant must not allow garden beds, soil, mulch or any other item to rise above the external weep holes of the premise's walls, fence lines or other external structure.
- (3) The tenant must not store any item against the external walls of the premises.
- (4) The tenant must not leave rubbish, wood material, garden trimmings or any other similar item in or around the external areas of the premises that would attract termites.

SC8 POT PLANTS

- (1) The tenant must not place any pot plants or other object, which is wet or contains water, directly on to any carpet in the premises or within such proximity of carpet that any water escaping from the pot plant or object will contact the carpet.

GENERAL TENANCY AGREEMENT ANNEXURE A SPECIAL TERMS

SC9 PORTABLE WADING POOLS AND SPAS – TENANT OWNED

- (1) If the tenant requires to erect their portable wading pool and/or spa at the premises, which
 - (a) is used for the purpose of recreational use,
 - (b) is capable of being filled with water to a depth of **more** than 300mm,
 - (c) has a volume of **greater** than 2000L, or
 - (d) is defined as a pool under any legislation requirements,then the tenant must obtain written consent of the lessor or the lessor's agent to erect their portable wading pool and/or spa at the premises.
- (2) If the tenant is granted permission in writing to erect their portable wading pool and/or spa at the premises, then the tenant is deemed to be the owner and must ensure that the pool and/or spa complies with all relevant laws and erect a safety fence to the pool and/or spa as required by any Federal, State or local law, Australian Standard or local council by-laws.
- (3) The tenant must obtain written consent of the lessor or the lessor's agent to erect a pool and/or spa safety fence where it is required to be fitted to the premises.

SC9 PORTABLE WADING POOLS AND SPAS – TENANT OWNED (continued)

- (4) If the tenant is granted permission in writing to erect their portable wading pool and/or spa at the premises, the tenant must obtain a Pool Safety certificate in accordance with legislation requirements.
- (5) The tenant must not allow the pool and/or spa gate to be hinged open at any time.
- (6) The tenant must not allow any fixture or object to be placed in a position (within 900mm of the pool and/or spa fence or in accordance with legislation requirements) that would allow children to access the pool.

SC10 POOLS AND SPAS – LESSOR OWNED

- (1) The tenant must keep the pool and/or spa in a well-maintained condition.
- (2) The tenant must notify the lessor's agent in writing as soon as they become aware of a fault to the pool and/or spa, fencing, pool and/or spa gates, boundary structures, equipment, filter or any other operational device that could cause potential harm or damage.
- (3) The tenant must take all reasonable steps to ensure that the pool and/or spa is kept clean with the water balanced, filter and chlorinator cleaned and timers set (where fitted).
- (4) The tenant must not interfere with nor make non-operational any pool and/or spa equipment or filtering systems.
- (5) The tenant must store, keep safe and preserve all pool and/or spa equipment.
- (6) The tenant must not allow the pool and/or spa gate to be hinged open at any time.
- (7) The tenant must not allow any fixture or object to be placed in a position (within 900mm of the pool and/or spa fence or in accordance with legislation requirements) that would allow children to access the pool.
- (8) The tenant must provide the lessor or the lessor's agent with a written certificate from a reputable pool service company once every month authenticating the safe and correct condition of the pool and water.
- (9) The tenant must ensure that pool chemicals are stored away from the reach of children.
- (10) The tenant must remove and store toys from the pool after use.
- (11) In the event that the tenant fails to undertake the above, then the lessor or the lessor's agent may at their sole discretion take whatever steps are reasonably necessary to ensure that the pool is well-maintained.
- (12) The tenant must pay to the lessor or lessor's agent all associated costs to undertake the above SC10 (11).

GENERAL TENANCY AGREEMENT ANNEXURE A SPECIAL TERMS

SC11 LAWNS AND GARDENS (If applicable)

- (1) The tenant must keep the grounds at the premises (including any area of natural earth, lawn or garden bed) at all times during the term in the same condition as at the commencement of the tenancy, including mowing the lawns, weeding, keeping the edges tidy and watering the lawns and gardens (as permitted by law).
- (2) The tenant must not store and ensure that no other person stores any boxes or rubbish in the yard or any other place in the premises visible to the public.
- (3) The tenant must remove all lawn clippings and garden debris from the premises and ensure that they are not placed or kept on the grounds.
- (4) In the event that the tenant fails to undertake the above, then the lessor or the lessor's agent may at their sole discretion take whatever steps are reasonably necessary to ensure that the lawns and gardens are well-maintained.
- (5) The tenant must pay to the lessor or lessor's agent all associated costs to undertake the above SC11 (4).

SC12 RENT REVIEW

- (1) For the purposes of clause 10(5) GTA, the lessor gives notice that the lessor's agent will undertake a market rent review at the completion of the first six months of the GTA and adjust the rent in accordance with that review. The market review and notice to the tenant will be conducted prior to the six-month term in accordance with the RTRAA.

SC13 DISHONoured CHEQUES AND DEFAULT PAYMENTS

- (1) The tenant must pay for all and any cost, fee or charge incurred by the lessor or the lessor's agent or for which they may become liable by reason of any dishonour of a tenant's cheque or other attempt at payment by the tenant or any other reason in connection with any payment or obligation to pay by the tenant.

SC14 PARKING OF CARS

- (1) The tenant must park and ensure that all invitees of the tenant park any car, motorbike, boat, trailer, van, bicycle or any other vehicle ('vehicle') in the areas designated by the lessor or the lessor's agent.
- (2) The tenant must not park and ensure that all invitees of the tenant not park any vehicle on the front-lawn areas, body corporate common areas (if applicable), nature strips or other lawn, grassed, natural earth or area comprising plants and vegetation.
- (3) The tenant must take all reasonable steps to protect driveways from and against oil spills from a vehicle.
- (4) The tenant must promptly and quickly remove all oil stains on driveways from a vehicle.
- (5) The tenant must not keep or permit an invitee of the tenant to keep an unregistered vehicle at the premises unless wholly confined in a garage and not visible to the public.

SC15 SMOKE ALARMS

- (1) The tenant must ensure and take every reasonable step to ensure that all smoke detective devices and alarms in the premises are cleaned and tested at least once every 12 months during the tenant's occupation of the premises without cost to the lessor.
- (2) The tenant must replace the smoke detective devices and alarm batteries that are flat or almost flat.
- (3) The tenant must not interfere with, remove any batteries or make non-operational any smoke detective devices and alarm.
- (4) The tenant must notify the lessor's agent in writing or as soon as practicable if a smoke detective device and alarm in the premises is not working (other than because the battery is flat or almost flat).
- (5) The tenant may choose to engage a tradesperson/contractor to meet the tenant's obligations for smoke alarms at the tenant's own expense.

GENERAL TENANCY AGREEMENT ANNEXURE A SPECIAL TERMS

SC16 KEYS, LOCKS AND REMOTES

- (1) The tenant must promptly and quickly replace any lost keys, access cards or remotes at no cost to the lessor, failing which, pay to the lessor all costs incurred or liable to be incurred by the lessor in doing so, and connected with that process, including where required the replacement of locks, security and control devices.
- (2) The tenant authorises and directs the lessor's agent to retain a full set of duplicated keys, access cards and/or remote control devices.

SC17 SMOKING

- (1) The tenant must not smoke or permit any other person to smoke within the premises.

SC18 INSURANCE

- (1) The tenant must not do anything or permit any other person to do anything which would invalidate or adversely affect the lessor's insurance policy on the premises or increase the lessor's insurance premium.
- (2) The tenant must pay to the lessor any increase in the premium of the lessor's insurance, and/or any excess on a claim by the lessor on the lessor's insurance or any other cost and expenses incurred by the lessor as a consequence or result of or in any way connected with the tenant's negligent, reckless, deliberate or malicious acts or omission, breach of GTA or obligations under the RTRAA.
- (3) It is the tenant's responsibility to insure their own personal belongings, property and other contents.

SC19 BREACH / EARLY TERMINATION / RELEASE AND INDEMNITIES

- (1) The tenant must pay to the lessor all rent, losses, damages, fees, advertising costs, costs (including legal costs on an indemnity basis) arising from or connected to any breach or early termination of the GTA by the tenant or any other failure by the tenant to perform the GTA or the RTRAA.
- (2) The tenant releases and indemnifies the lessor, the lessor's agent, servants or other contractors from any loss, injury, damage, claim, demand, legal proceeding, liability or costs (including legal costs on an indemnity basis) arising from the tenant's occupation, or any person on the premises, or use of the premises, or the GTA, unless caused by the negligence of the lessor or the lessor's agent, servant or other contractor or as a result from a breach of the lessor's obligation under the Act.

SC20 VACATING

- (1) At the end of the term or at such other time agreed, or on vacating the premises, the tenant must:
 - (a) have the premises cleaned to the lessor's or lessor's agent satisfaction.
 - (b) have the carpets in the premises cleaned to a professional standard on the last day of handover, without cost to the lessor or the lessor's agent.
 - (c) have the curtains and blinds in the premises cleaned to a professional standard on the last day of handover, without cost to the lessor or the lessor's agent.
 - (d) repair any and all damage to the premises, inclusions, fixtures or fittings (allowing for fair wear and tear) to the satisfaction of the lessor or the lessor's agent.
 - (e) ensure that the lawns are mowed on the last day of handover and gardens maintained.
 - (f) ensure that the pool, filter and spa equipment (if applicable to this tenancy) are in a clean condition with correct chemical levels and provide to the lessor or the lessor's agent a written certificate from an independent pool service company (not more than 3 days old) certifying that the pool, pool water, pool cleaning equipment and filter are in an appropriate condition.
 - (g) remove all rubbish and any furniture of the tenant or the tenant's invitees on the premises, including any areas exterior to the premises.
 - (h) remove all tenant belongings from the premises, including all outside areas.
 - (i) return all keys, access cards and/or remotes to the lessor or the lessor's agent.

GENERAL TENANCY AGREEMENT ANNEXURE A SPECIAL TERMS

- (j) in the event that a bird or any animal has been kept at the premises, fumigate and deodorise the premises to the satisfaction of the lessor or the lessor's agent without cost to the lessor or lessor's agent.
- (2) In the event that the tenant fails to undertake any of the above cleaning, repair or removal obligations within a reasonable time period, the tenant consents to the lessor or the lessor's agent undertaking the task, in which case the tenant will pay the lessor or the lessor's agent the amount paid, or to be paid in connection with the task or authorised these amounts to be deducted from the bond by the lessor's agent.

SC21 AIRCONDITIONING MAINTENANCE

- (1) The tenant must keep the air-conditioning filters clean and in a well-maintained condition throughout the tenancy
- (2) The tenant must notify the lessor's agent in writing as soon as they become aware of a fault to the air-conditioning unit
- (3) In the event that the tenant fails to undertake the above, then the lessor or the lessor's agent may at their sole discretion take whatever steps are reasonably necessary to ensure that the air-conditioning unit is well-maintained.
- (4) The tenant must pay to the lessor or lessor's agent all associated costs to undertake the above

SC22 LIABILITY

- (1) The tenant will at all times be liable for and must indemnify the lessor or the lessor's agent, its director, officers, employees and agents from and against any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis) and damages including, but not limited to any and all injury, bodily or otherwise, including the death of any person (including the tenant, an approved occupant or the tenant's invitee), loss, damage to or destruction of premises of any kind, whether real or personal, and for the property belonging to any person, including the tenant, an approved occupant or the tenant's invitee, which may from time to time be at or near the premises and including consequential losses and damage and loss of profits or any other pecuniary or financial loss or claim as a direct or indirect result or in any way connected with the premises or the negligent, reckless, deliberate or malicious actions or omissions, breach of GTA or any obligations under the RTRAA by the tenant, an approved occupant or the tenant's invitees.

SC23 NO PRIOR REPRESENTATIONS

- (1) The GTA and Special Terms form the only agreement between the lessor.
- (2) No prior representations have been made by the lessor or the lessor's agent in connection with the GTA or premises, or if made, have not been relied upon by the tenant.

SC24 VARIATIONS

- (1) Unless expressly permitted by the GTA, the Special Terms or RTRAA, the GTA and Special Terms cannot be varied verbally, and for all variations to be binding they must be made in writing.

SC25 SEVERABILITY

- (1) If any clause or condition of the Special Terms is void, severed or determined to be unenforceable for any reason, then that clause or condition shall be ignored and the GTA and Special Terms read as if the clause or condition did not exist.

GENERAL TENANCY AGREEMENT ANNEXURE A SPECIAL TERMS

SC26 UNDERSTANDING

- (1) The tenant has read and understood the GTA and Special Terms and taken any advice it wished to, including legal advice in connection with the GTA, the Special Terms and any other obligation on the tenant by reason of the RTRAA before signing the GTA and Special Terms.

SC27 WARRANTY OF TRUTH AND ACCURACY

- (1) The tenant has provided truthful, frank and complete information to the lessor and the lessor's agent and is liable to the lessor and the lessor's agent for any loss or damage arising by reason of any untrue, inaccurate or incomplete information provided.

Tenant Signatures

Print Tenant Name: _____

Tenant Signature: _____ Date: _____

Print Tenant Name: _____

Tenant Signature: _____ Date: _____

Witnessed by authorised Agent

Print Agent Name: _____

Agent Signature: _____ Date: _____

PET AGREEMENT

1. This Agreement is made between:
 - A. Lessor: [Click here to enter text.](#)
 - Tenant: [Click here to enter text.](#)
 - Agent: Century 21 Aaron Moon Realty
2. This Agreement is made collateral to any other agreement between the Lessor and the Tenant in connection with the premises (the 'Tenancy Agreement') at: [Click here to enter text.](#)
3. In consideration of the tenant agreeing to comply with and thereafter complying with the following terms, the Lessor gives approval to the Tenant to keep only the particular pets (the 'pets') listed below on or at the premises: [Click here to enter text.](#)

Pets

Pet Name		Pet Name		Pet Name	
Animal Type		Animal Type		Animal Type	
Breed		Breed		Breed	
Colour		Colour		Colour	
Approx. Age		Approx. Age		Approx. Age	
Approx. Weight		Approx. Weight		Approx. Weight	
Council Reg. No.		Council Reg. No.		Council Reg. No.	

Terms

4. This agreement is subject to and conditional upon the Tenant complying with the following terms such that a breach of these terms shall also constitute a breach of the Tenancy Agreement between the Lessor and the Tenant:
 - A. The Tenant shall ensure that the pets are the only pets to enter onto and or to be kept at the premises;
 - B. The Tenant shall not permit any other pet (other than the pets) to enter the premises save and except a guide dog accompanying a vision impaired person;
 - C. The Tenant shall if required by the Local Council, ensure that the pets are and will at all times during this Agreement be registered with the Local Council;
 - D. The Tenant shall ensure that the pets do not enter the residence on the premises unless the Tenant first receives the written permission of the Lessor to do so;
 - E. The Tenant has satisfied itself that the premises are adequate and suitable for the pets (including the adequacy of the fencing to ensure the pets can be restrained inside the premises) and shall not add, alter or modify the premises without the prior written consent of the Lessor;
 - F. The Tenant shall take reasonable steps to ensure that the pets do not behave in a manner likely to or which does interfere with or impact upon in any manner whatsoever with the peaceful enjoyment of any other person at or near the premises;
 - G. The Tenant shall ensure that the pets are adequately restrained and supervised at all times whilst the Lessor or the Agent is attending the premises or alternatively removed from the premises during the Lessor or Agent's attendance at the premises;
 - H. The Tenant shall ensure that all pet waste including faeces is promptly removed from the premises;
 - I. The Tenant shall ensure that the pets are not fed on any carpeted area within the premises;
 - J. The Tenant shall ensure that the premises are adequately, treated and/or cleaned and deodorised (at the Tenant's sole cost) for pet odours, fleas, ticks and all other pet parasites;

PET AGREEMENT

- K. The Tenant shall release and forever hold the Lessor and the Agent harmless from all liabilities, debts, claims and demand connected with either these Additional Terms to the Tenancy Agreement or the pets at the premises (including but not limited to any personal injury or property damage caused or contributed to by the pets);
- L. The Tenant shall indemnify the Lessor and the Agent for all and any liabilities, debts, claims or demands arising connected with either these Special Terms to the Tenancy Agreement or the pets at the premises (including but not limited to any personal injury or property damage caused or contributed to by the pets);
- M. The Tenant shall promptly pay for all and any damage to the premises (including but not limited to any part of the residence including floor covering by reason of urine, faeces, pet odours, fleas, ticks and all other pet parasites) contributed to or caused by the pets, or the manner of keeping the pets at the premises by the Tenant;
- N. At the end of the Tenant's tenancy of the premises, or alternatively this Agreement, the Tenant shall ensure that the premises are properly treated, cleaned and deodorised (at the Tenant's sole cost) for pet odours, fleas, ticks and all other pet parasites and left in the same condition as the commencement of the tenancy allowing for fair wear & tear;
- O. A breach of these Special Terms shall constitute a breach of the Tenancy Agreement.
- P. This agreement shall be terminated and end on termination of the Tenancy Agreement.

Tenant/s signature: _____ Date: _____

PRINT NAME: _____

Tenant/s signature: _____ Date: _____

PRINT NAME: _____

Lessor/Agents signature: _____ Date: _____

Lessor/Agent Name: _____