

Goondiwindi
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COUNCIL



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TENANCY MANAGEMENT
PLAN
2023-2027

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Executive Summary

The *Goondiwindi Regional Council Tenancy Management Plan 2023-2027* sets out the framework for Council to support the State Government in providing locally available and affordable housing options for elderly and vulnerable community members. It is Council's aim to support people to live independently for as long as possible. Council's expectation is that the State Government provides and assists the timely appropriate of housing to those in need.

This framework provides potential applicants and tenants with information on how to apply for a unit and requirements of being a responsible tenant. It also guides Council staff in selecting tenants that meet the criteria, and for managing the various facilities provided.

It is anticipated a waiting list will be used when the number of applicants is greater than the number of units available. An assessment of all those on the waiting list will be made each time a unit becomes available, with the unit allocated based on greatest need.

Associated documents to assist applicants and staff are included as appendices. Current 'editable' forms are to be downloaded from the *Queensland Residential Tenancy Authority* website: <https://www.rta.qld.gov.au>.

The framework will be reviewed and updated every four years.

Purpose

The purpose for the *Goondiwindi Regional Council Tenancy Management Plan 2023-2027* (Tenancy Plan) is to provide Council with an affordable housing management framework.

This Tenancy Plan sets out the strategic context for providing independent living units to elderly and vulnerable tenants, along with the application criteria, assessment methodology and supporting information to manage and maintain these facilities. For the purpose of this policy aged persons are those considered over the age of 75 and vulnerable persons are persons living with disability or health related issues without family or social support.

Strategic Context

The Queensland Government's *State Infrastructure Strategy* contains a subsection for *Social and Affordable Housing Strategy 2017-2027*. *Priority Action 6* specifically refers to:

“Working with regional councils to increase and diversify regional housing supply. Explore opportunities for alternative government and non-government investment and incentives in rural and remote communities. This would draw on local intelligence to support demand and supply analysis to guide social housing investment.”¹

The Goondiwindi Regional Council (Council) has identified the need to support the State in the provision of locally available affordable housing.

Council's provision of affordable housing is focused on local elderly and vulnerable community members who can live independently as long as possible but needing to transition from premises no longer suitable for their needs. This focus is aimed at achieving an integrated and cohesive facility where several tenants share common external areas, but each has their own private self-contained one, two, or three-bedroom unit and car parking space.

Potential tenants can apply for units that become available using *Appendix 1 – Application for Affordable Housing Unit's Form* (Application Form). Council staff will utilise *Appendix 2 – Application Assessment Criterion Form* – for the assessment of applicants to determine the most appropriate applicant each time a unit becomes available.

Due to ongoing demand, it is anticipated applicants will be placed on a waiting list. Selection of tenants will be based on their personal situation, not on their position within the waiting list. Unsuccessful applicants will remain on the waiting list and be re-assessed as each opportunity arises.

Tenants selected will be able to remain in their appointed units until such time as they can no longer live independently and require a higher level of care, choose to leave, die, or are deemed an unacceptable tenant and have their tenancy agreement terminated.

Each successful tenant residing in the unit will be required to sign a *Tenancy Agreement* (refer *Appendix 3 – Tenancy Agreement*) (Tenancy Agreement) and will be required to pay for their rental accommodation and their own utility services. Tenants will furnish their units with their own furniture and personal belongings.

¹ State Infrastructure Strategy - Social and Affordable Housing Strategy 2017-2027 page 116.

Part One - Criteria and Assessment of Tenants

Criteria for Tenants

Tenants submitting applications for the affordable housing units are required to meet the following criteria:

1. Be elderly and vulnerable.
2. Meet the Affordable Community Housing 'Rent Assessment' criteria:
 - a. Conform with the rent policy outlined within the Department of Communities, Housing and Digital Economy's *Community Housing Rent Policy* ([Community Housing Rent Policy \(hpw.qld.gov.au\)](http://hpw.qld.gov.au)): and
 - b. May be required to provide evidence of income that is no more than 28 days old and preferably prepared by a third party, such as Centrelink statements, payslips, superannuation fund, or other relevant and reliable source: and
 - c. Meet the requirements for rents to be set at the lesser of:
 - i. 75 percent of the market rent; or
 - ii. 30 percent of gross household income plus any Commonwealth Rent Assistance entitlement.

(Note 1 - the thresholds below are subject to annual changes)

| Household Type | Low Income: Maximum annual threshold 1, as @ 30 June 2023 | Moderate income: Maximum annual threshold 1, as @ 30 June 2023 |
|----------------|---|--|
| 1 adult | \$68,560.51 | \$91,414.01 |
| 2 adults | \$87,702.23 | \$116,936.31 |

(Note 2 - Rentals and service charges will be reviewed annually by Council and adopted in the annual budget. Tenants will be given notice of any base rental increases/changes effective from 1st July.)

(Note 3 - Service charges for water and/or waste, for units that cannot be separately metered, are to paid in addition to the base rental.)

- d. Tenants should be eligible for full Aged Pension and rental subsidy, or part Aged Pension but not eligible for rental subsidy.
- e. Tenant must not own or co-own residential property in Australia.

Advertising Vacancies and Assessment

The process to advertise vacant units and assess potential tenants will be:

1. Prospective tenants are required to complete an Application Form (refer Appendix 1).
2. Applications can be lodged at Council administration/service centres at any time.
3. Applicants will be placed on the waiting list for assessment when a vacancy occurs.
4. Vacancies will be notified in local media outlets and Council media platforms.
5. All applications, including any tenant requests to change units, will be assessed by a panel including representatives from Goondiwindi Regional Council and local Health Service.

6. Assessment will be against set criteria (refer Appendix 2).
7. All applicants will be notified of the outcome, and unsuccessful applicants will remain on the waiting list for consideration when the next vacancy occurs.
8. The successful applicant(s), including multiple tenants in one unit, will each be required to sign the Tenancy Agreement (refer Appendix 3).
9. Every tenant must perform all the tenant's obligations under the signed Tenancy Agreement.

Part Two - Tenant Responsibilities

1. Each tenant living/staying in the unit is required to sign the Tenancy Agreement, with Council being the lessor. The *Queensland State Government General Tenancy Agreement* forms Council's base tenancy agreements, with minor modifications or inclusions where relevant to specific facilities.
 - a. The *Queensland State Government General Tenancy Agreement - Standard Terms* (Standard Terms) in the Tenancy Agreement will apply where a specific subject matter is insufficiently covered below. (Refer to <https://www.rta.qld.gov.au> and Appendix 3)
 - b. A variation to the Tenancy Agreement will be required to be signed by all tenants in a unit where additions, or amendments, are made for any purpose.
2. Tenants are not allowed to sub-let all, or part, of their unit.
3. The number of tenants must not exceed the number of persons stated in the Tenancy Agreement.
4. Tenants are responsible for paying rent, and rents are to be paid via Direct Credit from the tenant's nominated bank account to Goondiwindi Regional Council. Payment arrangements will be established with Council prior to tenants taking up residency. Council will provide the tenant with a *Bond Lodgement Form* (refer Appendix 4).
5. Payment for services (electricity, telephone, internet service etc.) will be the responsibility of tenants, as per the Tenancy Agreement. Each unit will be separately metered. Council will apply a water charge and/or a waste charge as an additional component of the rent where water and/or waste services for units cannot be separately metered.
6. Tenants are responsible for obtaining contents insurance to cover their own furniture and personal belongings.
7. Tenants are to check and complete and sign an *Entry Condition Report Form* (Entry Condition Report), previously prepared by the Council, (Refer Appendix 7) and return the signed form to Council within 7 days after tenant occupies the premises.
 - a. If the tenant does not agree with the condition report, they are to show the discrepancies by marking the copy report in an appropriate way and returning the signed copy to the Council.

8. Each unit will be contained within one building structure or premises and will have one car parking space provided. Any additional vehicles will need to be housed elsewhere.
9. Tenants will be able to remain in their unit for as long as they are capable of living independently. The Tenancy Agreement will end when the tenants need to transition to receive a higher level of care, or choose to leave for other purposes, or for any other reason outlined within this Tenancy Plan. Tenants need to arrange for their personal belongings to be removed and the unit vacated at termination.
10. Tenants use of the premises is only as a place of residence, or mainly as a place of residence or another use allowed by Council that would be included in the Tenancy Agreement under *Part 3 - Special Terms of the Tenancy Agreement* (Special Term) (refer Appendix 3) that may be subject to annual review.
11. Tenants are required to provide access to the dwelling, and access to any rooms, for any inspections or works required, as per the Tenancy Agreement. Tenants will be notified at least seven days in advance of the annual inspections or other general requirements to access the unit. Tenants may not be given any notification of the proposed entry:
 - a. In an emergency; and/or
 - a. If the Council believes on reasonable grounds that the entry is necessary to protect the premises or inclusions from imminent or further damage.
12. Tenants are asked to provide Council with the names and contact details of any person(s) appointed as their Power of Attorney, and/or Financial Power of Attorney, and/or 'Executor of their Will' to act on their behalf should they not be able to manage their own affairs relevant to the unit. These details are to be included in a Special Term (refer Appendix 3).
13. Tenants must keep the premises clean, having regard to their condition at the start of the tenancy.
14. The tenant(s) may attach a fixture within their unit, or request a change to the unit entry lock, only if the Council agrees to the fixture's attachment or reason for the lock to be changed.
 - a. Tenants need to submit the request in writing and approval must be obtained before fitting the fixture or changing the lock. If/when agreement is given, these details will be included in a Special Term (refer Appendix 3).
 - b. Council will arrange for the lock to be changed, potentially at the tenant's cost, and provide the tenant with a new key while also a key for Council. Council may charge the tenant with the cost to replace the lock if it has come at the tenant's request and is not as a result of general wear and tear.
15. Tenants must not:
 - a. Use the premises for an illegal purpose; or
 - b. Cause a nuisance by/in the use of the premises; or
 - 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.

- e. Maliciously damage or allow someone else to maliciously or wilfully damage the premises.
 - f. Install additional fixtures or make structural changes to the premises without first obtaining permission from Council.
16. If a tenant breaches the terms of the Tenancy Agreement, Council, at its discretion, may determine they are an unacceptable tenant and:
- a. Take action for a breach of a term of this agreement, which may include terminating the agreement; or
 - b. Waive the breach (that is not take action for the breach), provide a written warning to the tenant(s) and advise the consequences of any further breaches.
 - c. Require the tenant to cover the cost of repairs of any wilful damage, that will be repaired by Council.
17. Emergency damage and repairs require the tenant to contact Council's nominated repairer on the Tenancy Agreement as soon as possible, including after-hours through Council's after-hours contact number. Emergency damage and repairs include repairs to any of the following:
- a. A burst water service or serious water service leak.
 - b. A blocked drain 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. A failure or breakdown of the gas, electricity or water supply to the premises.
 - h. A failure or breakdown of and essential service or appliance on the property for hot water, cooking or heating.
 - i. A fault or damage that makes the premises unsafe or insecure.
 - j. A fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises.
 - k. A serious fault to a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using the premises.
18. Routine repairs are to be notified to Council during normal business hours by contacting Council's Customer Service, and/or the repairer nominated on the Tenancy Agreement.
19. Pets are generally not allowed to be kept at the premises, unless approved by Council, and in accordance with the Standard Terms.
- a. Requests in writing will only be considered on a case-by-case basis. If agreement is provided, this will be included in a Special Term (Appendix 3).
 - b. Tenants will be fully responsible for the pets.
 - c. Tenants may be required to pay an initial increase in the bond, and/or other costs to cover additional cleaning or repairs of the units during, or at the end of the Tenancy Agreement.
20. An existing tenant may request an opportunity to change to a different sized unit within the same facility when a unit becomes available, should their circumstances change.

- a. Request in writing would be considered as part of the overall assessment of the tenants needs, alongside other applicants on the waiting list.

Part Three - Property Management Responsibilities

The independent living units will be managed by Goondiwindi Regional Council.

Property management responsibilities are as follows:

1. Council will use the *Queensland State Government General Tenancy Agreement* as its base for all tenancy agreements, with minor modifications or inclusions where relevant to specific premises, or units.
 - a. The *Queensland State Government General Tenancy Agreement - Standard Terms* in the Tenancy Agreement will apply where a specific subject matter is insufficiently covered in this Plan.
 - b. A revised Tenancy Agreement will be required to be signed where additions, or amendments, are made for any purpose.
2. Facilities will be managed in-house by Council administrative staff, unless Council decides to contract out property management and/or maintenance requirements or determine other changes to the control and management of the facility. Tenants will be notified accordingly.
3. Property inspections (including Health & Safety assessments) will be conducted prior to letting any units, and annually during the term of the rental. Tenants are to be notified at least seven days in advance of the annual inspections or other general requirements to access the unit. A copy of the *Entry Notice Form* to be used in informing tenants of an inspection can be seen in Appendix 6. Tenants may not be given any notification of the proposed entry:
 - a. In an emergency; and/or
 - b. If the Council believes on reasonable grounds that the entry is necessary to protect the premises or inclusions from imminent or further damage.
4. Council will undertake a pre-inspection of the unit, complete an *Entry Condition Report Form* (Entry Condition Report) (Refer Appendix 7), sign it and provide a copy to the tenant at the time the keys to the premises are provided and occupancy commences. Tenants are to check, complete and return the signed form within 7 days noting any discrepancies.
5. Council needs to undertake the necessary administration to obtain the bond and payment process with the tenant(s). A copy of the *Bond Lodgement Form* is contained in Appendix 4. Live forms can be obtained from <https://www.rta.qld.gov.au>.
6. Notification for access to the dwelling for any inspections or works required, will be provided to tenants using the *Entry Notice Form* in Appendix 6, as per the Tenancy Agreement. These will include, as a minimum:
 - a. Annual inspection.
 - b. Pest control.
 - c. Safety alarm checks and battery replacements.
 - c. Repairs following inspections, or upon notification of issues.

7. All repairs and maintenance, with exception of malicious or wilful damage by tenant, will be the responsibility of Council, as per the *Tenancy Agreement*.
8. Council will pay all charges, levies, premiums, property insurances, rates or taxes for the premises, excluding separately metered service charges and personal contents insurance to be paid by the tenants.
9. Council will review and establish the rental rate annually and include the adopted charges in the annual budget.
 - a. Rent rates are to be set for one, two, and three-bedroom units.
 - b. Additional charges to the rent are to be applied for facilities where water usage cannot be separately metered and/or waste bins are provided by Council for shared communal use.
10. Council administrative staff will notify tenants of the revised rent and service charges applicable annually from 1 July.
11. Council will pay the water bills for facilities where usage cannot be separately metered. Costs are to be recovered through a service charge against each unit.
12. Council will pay for waste collection for facilities where waste bins are communally shared. Costs are to be recovered through a service charge against each unit.
13. Council will maintain all locks and supply the tenant, or if more than one tenant, one (1) key for each lock that:
 - a. Secures an entry to the premises.
 - b. Secures an entry to the allocated unit.
 - c. Secures entry to a locked garage, where provided.
 - d. If tenants are given approval to change a lock, Council will need to change the lock and issue a new key to the tenants and retain a key for Council. Council may charge the tenant with the cost to replace the lock if it has come at the tenant's request and is not as a result of general wear and tear.
14. External communal areas will be maintained by Council, or under an arrangement with another community group funded or subsidised through the Commonwealth Support Program.
15. Council will respond in writing to tenants for requests to attach additional fixtures on the premises or their unit, or for changes to the unit entry lock, or for keeping a pet(s).
 - a. Standard Terms in the Tenancy Agreement are to be used as the base for handling these requests.
 - b. Details of the approvals given are to be included on the Tenancy Agreement, with new agreements signed by all parties.
16. Council, at its discretion, may:
 - a. Take action for a breach of a term of the agreement, which may include terminating the agreement; or
 - b. Waive the breach (that is not take action for the breach), provide a written warning to the tenant(s) and advise the consequences of any further breaches.

- c. Repair any wilful damage by tenants, at the full cost to the tenant excluding any exemptions outlined in the Standard Terms of the Tenancy Agreement.
17. The Tenancy Agreement must include the contact details for Council's nominated repairer(s) to respond to requests for emergency repairs. The contact details need to cover business and after-hours emergencies.

Part Four - Tenancy Agreement Termination

1. There are rules and timeframes that must be followed when ending a Tenancy Agreement. A tenant, property manager, or Council can all issue a notice ending a tenancy. If the correct notice and form are not used the other party may ask for compensation.
 - a. When serving notices by post, the sender must allow time for the mail to arrive when working out when a notice period ends.
 - b. Details for tenants giving notice are found in the required form to be used on the RTA website under '*Ending a Tenancy – Tenant gives notice + General Tenancies* <https://www.rta.qld.gov.au>.
 - c. Details for Council, or the appointed Manager giving notice are found in the required form to be used on the RTA website under '*Ending a Tenancy – Property Manager/owner or manager/provider gives notice + General Tenancies* <https://www.rta.qld.gov.au>
2. The Tenancy Agreement ends when:
 - a. The Council and the tenant agree, in a separate written document, to end this agreement; or
 - b. The Council gives a notice to leave the premises to the tenant under S326 of the *Residential Tenancies and Rooming Accommodation Act 2008 (Act)* and the tenant hands over vacant possession of the premises to the Council on or after the handover day; or
 - c. The tenant gives a notice of intention to leave the premises to the Council under s.327 of the Act and hands over vacant possession to the Council on or after the handover day; or
 - d. The tenant vacates, or is removed from the premises, after receiving a notice from an appointed person under s.317 of the Act; 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 the agreement.Also, this agreement ends for a sole tenant if:
 - a. The tenant gives the Council a notice ending tenancy interest and hands over vacant possession of the premises; or
 - b. The tenant dies.

Tenants End of Agreement Responsibilities

1. Tenants initiating the end of the tenancy are required to use the appropriate 'Ending a Tenancy Form' from the RTA website under '*Ending a Tenancy – Tenant gives notice + General Tenancies* <https://www.rta.qld.gov.au>. This website also provides details of the notification times required to be given to Council.
2. At the end of the tenancy the tenant(s) 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.
 - a. Examples of fair wear and tear includes wear that has happened during normal use, and/or changes that happen with ageing.
3. At the end of the Tenancy Agreement the tenant(s) must return all keys to the Council for the unit, premises and /or secured garage.
4. As soon as practicable after the Tenancy Agreement ends, the tenant is required to prepare and sign, in the approved *Exit Condition Report Form* (Exit Condition Report) (refer Appendix 8) a condition report for the premises, and give a copy to the Council, or Council's managing agent.
 - a. This completed Exit Condition Report should be provided to Council at the same time the keys are returned.
5. When handing over possession of the premises, the Tenant is asked to provide details in writing of their new residential, or postal address, and/or current contact details of their Power of Attorney, or next of kin. If the tenant is a sole tenant and has passed away, the contact details of the Executor of their Will are required.
 - a. This clause does not apply if the tenant has reasonable grounds for not providing the details.
6. The tenant must take all the tenant(s) personal belongings and documents from the premises at the end of the tenancy. Failure to take possessions away from the premises may incur additional costs for their management in accordance with *Section 363 and Section 364 of the Residential Tenancies and Rooming Accommodation Act 2008*.

Property Management End of Agreement Responsibilities

1. Council initiating the end of the Tenancy Agreement is required to use the appropriate 'Ending a Tenancy Form' from the RTA website under '*Ending a Tenancy – Property Manager/owner or manager/provider gives notice + General Tenancies* <https://www.rta.qld.gov.au>. This website also provides details of the notification times required to be given to Council.
2. As soon as practicable after the tenant provides a copy of their signed Exit Condition Report (refer Appendix 8), the Council is required to inspect the premises and consider the conditions against the tenant's responses. Comments should be made where there is any discrepancies. Comments should be marked on the Exit Condition Report.

- a. It may be beneficial to discuss any discrepancies with the tenant prior to finalising and signing the Exit Condition Report.
 - b. A copy of the completed Exit Condition Report is to be returned to the tenant within 3 business days at the tenant's new address, if provided.
 - c. The report is to be used if there is a dispute over the bond refund at the end of the tenancy.
3. Council is required to keep a copy of the signed Exit Condition Report for at least one year. The Entry Condition Report should also be retained for the same period.
4. Council needs to undertake the necessary administration to return the bond to the tenant(s). A copy of the *Bond Refund Form* is contained in Appendix 5. Live forms can be obtained from <https://www.rta.qld.gov.au>.

Part Five – Tenancy Disputes, Complaints and Requests

Tenancy Disputes

Where a tenant has a dispute with Council, or the managing agent, over the Tenancy Agreement, in the first instance the tenant is required to contact Council to discuss the concerns and seek to resolve the matter.

If/where the matter fails to be resolved satisfactorily between the Council and the tenant, the tenant, or Council can apply to the Residential Tenancy Authority for an RTA conciliator to help with the negotiations using their dispute resolution service via <https://www.rta.qld.gov.au>.

If no resolution is reached, or if the matter is unsuitable for conciliation, the tenant or Council may make an application to the Queensland Civil and Administration Tribunal to decide the tenancy dispute.

Council encourages tenants to raise any issues of concern as soon as practicable, rather than waiting for any potential escalation of the matter.

Complaints

Where a tenant, or neighbour, has a general complaint regarding other matters that requires Council involvement, then these complaints are to be lodged with Council in accordance with Council's Complaint Management Policy and processes. These can be found on Council's website at <https://www.grc.qld.gov.au/council/about/complaints>

Complaints can be made verbally, preferably in person at a Council office, in writing by letter, or using the on-line feedback form, or by email to mail@grc.qld.gov.au.

Requests

Where a tenant wants to make a request to Council for matters related to the premises or their unit, these can be made to Council, at a Council office, or by email to mail@grc.qld.gov.au.

Notices and Forms

Notices given for any Tenancy Agreement must be written and, where there is an approved form provided by the *Queensland Residential Tenancies Authority* (RTA) website <https://www.rta.qld.gov.au> these should be used. The latest version of RTA relevant forms relating to base Tenancy Agreement can be accessed from this website: [Forms for general tenancies | Residential Tenancies Authority \(rta.qld.gov.au\)](#)

Several of the main forms anticipated to be used in the tenancy arrangements have been copied as appendices to this Tenancy Plan, however the most current official forms on the website are to be downloaded from the RTA website <https://www.rta.qld.gov.au> and used by both Council staff and tenants as the official forms.

Copies of the most relevant Queensland Government tenancy related forms current as at June 2023 have been include as the following appendices:

Appendix 3 – Tenancy Agreement Form

Appendix 4 – Bond Lodgement Form

Appendix 5 – Refund of Rental Bond Form

Appendix 6 – Entry Notice Form

Appendix 7 – Entry Condition Report Form

Appendix 8 – Exit Condition Report Form

Definitions

| | |
|-------------------|--|
| Malicious | Mischievous, hateful, spiteful, mean, vindictive |
| Premises | The allocated unit and all other communal internal and external areas with the property boundary. |
| Tenancy Agreement | The legal document, once signed, establishes the contract between the tenant(s) and Council for residential occupation of a designated unit. |
| Unit | The room, or set of rooms, that are allocated for the personal use of the tenant(s). These |
| Wilful | Deliberate, intentional, wanton, voluntary, purposeful |

Appendix 1 – Application for Affordable Housing Units Form



APPLICATION FOR AFFORDABLE HOUSING UNITS

IMPORTANT NOTICE

Goondiwindi Regional Council is collecting this information to comply with its responsibilities and obligations as a Local Government. The information will only be used by Council Officers or Agencies which may have a legitimate need for the information to process applications or the like. Your information will not be given to any other person or Agency until you have given us permission, or we are required to by law.

Applicant Details:

| Household Member | No. 1 | No. 2 | No. 3 | No. 4 |
|------------------|-------|-------|-------|-------|
| Title | | | | |
| Surname | | | | |
| First Name | | | | |
| Middle Name | | | | |
| D/O/B | | | | |
| Male/Female | | | | |

Contact Details:

Current Address:

Mailing Address:

Telephone:

Mobile:

Email:

Current Living Arrangements:

Do you own or co-own a home;

| | |
|-----|--|
| Yes | |
| No | |

Are you eligible for or receiving an Aged Pension or other Government support;

| | |
|-----|--|
| Yes | |
| No | |

Do you have any pets;

| | |
|-----|--|
| Yes | |
| No | |

CURRENT ACCOMMODATION

| | |
|--|--|
| Limited accessibility | |
| Rental in excess of 30% of income | |
| Remote – limited access to services | |
| Moving to area to be closer to relatives/ support services | |

OTHER REASONS FOR NEED OF AFFORDABLE HOUSING ACCOMMODATION

| | |
|---|--|
| Identified hazards at current rental | |
| Modifications not possible to improve issues | |
| Limited access to transport | |
| Maintain independence – less reliance on others | |
| Improved feeling of safety | |
| Social connection | |
| Proximity to health services and community facilities | |

Applicant Declaration:

I confirm that the information above is correct:

| | |
|-----------|--|
| Name | |
| Date | |
| Signature | |

Appendix 2 – Application Assessment Criterion Form



ASSESSMENT TOOL Independent Living Units (Affordable Housing)

IMPORTANT NOTICE

Goondiwindi Regional Council is collecting this information to comply with its responsibilities and obligations as a Local Government. The information will only be used by Council Officers or Agencies which may have a legitimate need for the information to process applications or the like. Your information will not be given to any other person or Agency until you have given us permission, or we are required to by law.

Applicant:

| | |
|-------------------|--|
| Surname | |
| Given Name | |
| Address | |
| D/O/B | |

Criteria:

| | Score |
|---|-------|
| WHAT IS APPLICANT'S CURRENT LIVING ARRANGEMENTS | |
| (3) Accommodation limited due to suitable availability (2) Living alone/requiring support (1) Living with support from outside the home or living with family | |
| CURRENT LOCATION | |
| (3) Living in surrounding area/community (2) Living in region (1) Moving to area to be closer to family (0) Moving to area only if accommodation available | |
| STANDARD OF CURRENT ACCOMMODATION | |
| (3) Unable to renovate (2) Modified but not effective to suit needs (1) Possible to make modifications (0) Refused services offered/adequate for needs | |
| CURRENT ACCOMMODATION ASSESSED BY OCCUPATIONAL THERAPIST | |
| (3) Yes – recommends major modifications (2) Yes – recommends minor modifications (1) No – No assessment | |
| FALLS RISK DUE TO HOME ENVIRONMENT (NOT AGED RELATED) | |
| (3) High Risk (2) Low Risk (1) Nil or minimal risk | |
| RISK ASSESSMENT | |
| (3) Identified hazards for resident and care workers (2) Identified hazards for resident (1) No hazards identified | |
| ISOLATION | |

| | |
|--|--|
| (3) No or limited access to transport (2) Anxiety due to remote location (1) Difficulty accessing support services due to location | |
| MEDICAL CONDITIONS AFFECTED BY CURRENT ACCOMMODATION | |
| (3) Severely affected (2) Moderately affected (1) Mildly affected (0) Not affected | |
| INDEPENDENCE | |
| (3) Improved independence – reduce reliance on others (2) Improved feeling of safety and social connection (1) Improved access to community facilities and health services | |
| HOME OWNERSHIP | |
| (3) Does not own residential property (1) Owns or co-owns residential property in Australia | |
| FINANCIAL STATUS | |
| (3) Receives full Aged Pension/ eligible for rental subsidy (2) Receives part Aged Pension / note eligible for rental subsidy (1) Self-funded retiree | |

Assessment committee:

| Name | Signature | Date |
|------|-----------|------|
| | | |
| | | |
| | | |

Appendix 3 – Tenancy Agreement Form

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:
Postcode:
1.2 Phone: Mobile: Email:

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:
Address:
Postcode:
3.2 Phone: Mobile: Email:

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 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

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

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



General tenancy agreement (Form 18a)
Residential Tenancies and Rooming Accommodation Act 2008



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

Item 8 Rent must be paid on the day of each
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)
DIRECT CREDIT

Details for direct credit
BSB no. Bank/building society/credit union
Account no. Account name
Payment reference

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

Item 11 Rental bond amount \$ **NIL** 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 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 | <input type="text"/> | Any other service stated in item 12.1 | <input type="text"/> |
| Gas | <input type="text"/> | See special terms (page 8) | |
| Phone | <input type="text"/> | | |

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

| | |
|---------------------------------------|---|
| Electricity | Payment by tenant to electricity retailer |
| Gas | N/A |
| Phone | Payment by tenant to service provider |
| Any other service stated in item 12.1 | <input type="text"/> |

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

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

| | | | |
|--------------------|--|-------|----------------------|
| Electrical repairs | Contact Goondiwindi Regional Council for all repairs | Phone | (07)46717400 |
| Plumbing repairs | <input type="text"/> | Phone | <input type="text"/> |
| Other repairs | <input type="text"/> | Phone | <input type="text"/> |

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)
 Yes
 No - please provide lessor contact details below

Name Goondiwindi Regional Council Phone (07) 46717400

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 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 reasonable costs incurred by the lessor in reletting the premises.
Note – For when the tenant may end this agreement 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.
- (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 there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement – in an approved way under section 83(4).*Note* – If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

- (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) 12 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, 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 –
 - (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.
- (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 applicable to –
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if –
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

23 Number of occupants allowed

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

24 – intentionally removed

Subdivision 2 Standard of premises

25 Lessor's obligations – s 185

- (1) At the start of the tenancy, the lessor must ensure –
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
 - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (2) While the 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.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



- (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 –
- the lessor is the State; and
 - the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - the non-standard items are not a risk to health or safety; and
 - for fixtures – the fixtures were not attached to the premises by the lessor.
- (4) In this clause –
- non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.
- premises** include any common area available for use by the tenant with the premises.

26 Tenant's obligations generally – s188(2), (3) and (5)

- The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

Subdivision 3 The dwelling

27 Fixtures or structural changes – ss 207–209

- 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.
- 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
- If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- The lessor must not act unreasonably in failing to agree.
- If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –
 - take action for a breach of a term of this agreement; or
 - 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

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

- The lessor or tenant may change a lock at the premises only if –
 - the other party to this agreement agrees to the change; or
 - the lessor or tenant has a reasonable excuse for making the change; or
 - the lessor or tenant believes the change is necessary because of an emergency; or
 - the lock is changed to comply with an order of the tribunal.
- However, the tenant may also change a lock at the premises if the tenant –
 - believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - engages a locksmith or other qualified tradesperson to change the lock.
- The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- 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 –
 - the other party agrees to not being given the key; or
 - a tribunal orders that the key not be given to the other party.
- 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.
- 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 –
 - the *Body Corporate and Community Management Act 1997*;
 - the *Building Units and Group Titles Act 1980*;
 - a body corporate by-law.

Subdivision 4 Damage and repairs

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

- Emergency repairs** are works needed to repair any of the following –
 - a burst water service or serious water service leak;
 - a blocked or broken lavatory system;
 - a serious roof leak;
 - a gas leak;
 - a dangerous electrical fault;
 - flooding or serious flood damage;
 - serious storm, fire or impact damage;
 - a failure or breakdown of the gas, electricity or water supply to the premises;
 - a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - a fault or damage that makes the premises unsafe or insecure;
 - a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - 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.
- Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs – s 216

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

32 Notice of damage – s 217

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

33 Emergency repairs arranged by tenant – ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if –
 - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.
Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

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

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

Notes –

- 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
- 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog – the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples –

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

33B Tenant responsible for pets and other animals – s 184C

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

33C Request for approval to keep pet – ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state –
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions – the conditions of the approval; and
Note – See clause 33D for limitations on conditions of approval to keep a pet at the premises.
 - (c) if the lessor refuses the tenant's request –
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D – the tenant has not agreed to the conditions;

- (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor's response does not comply with subclause (3).

33D Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
- (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
- (a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
- (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

34 General – ss 238 and 240

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

35 State assisted lessors or employees of lessor – s 237

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

Division 8 When agreement ends

36 Ending of agreement – s 277

- (1) This agreement ends only if –
- (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
- (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
- Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.*
- (b) the tenant dies.
- Note – See section 324A for when this agreement ends if a sole tenant dies.*

37 Condition premises must be left in – s 188(4) and (5)

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
- Examples of what may be fair wear and tear –*
- wear that happens during normal use
 - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

38 Keys

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

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

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if –
 - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

40 Exit condition report – s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.

Example of what might be as soon as practicable – when the tenant returns the keys to the premises to the lessor or the lessor's agent

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

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

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

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

Division 9 Miscellaneous

42 Supply of goods and services – s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to –
 - (a) a requirement about a service charge; or

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

43 Lessor's agent

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

44 Notices

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

Note – Download approved forms via the RTA website rta.qld.gov.au.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent –
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 – by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
 - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email – by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved –
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

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

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.**

Signature of lessor/agent

Name/trading name

Signature

Date

Signature of tenant 1

Print name

Signature

Date

Signature of tenant 2

Print name

Signature

Date

Signature of tenant 3

Print name

Signature

Date

Appendix 4 – Bond Lodgement Form

2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116–119)



Only tenants/residents who pay bond, and the property manager/owner, should fill out this form. Where possible, tenants/residents and property managers/owners should lodge the bond using the RTA's Bond Lodgement Web Service at rta.qld.gov.au instead of this form.

Page 1 of 2 - Complete all pages

New bond OR Existing rental bond number

1 Address of rental property (rooming accommodation: include room number)

| | |
|--|----------|
| | Postcode |
|--|----------|

2 Agreement starts Agreement ends

3 Number of bedrooms

4 Type of dwelling

| | | | | |
|----------------------------|--|--------------------------------|------------------------------------|--------------------------------------|
| Residential tenancy | <input type="checkbox"/> Flat/unit | <input type="checkbox"/> House | <input type="checkbox"/> Townhouse | <input type="checkbox"/> Granny flat |
| | <input type="checkbox"/> Moveable dwelling/site <input type="checkbox"/> Moveable dwelling/site with electricity supplied and individually metered | | | |

OR

| | | | | |
|------------------------------|---|--|--|--------------------------------------|
| Rooming accommodation | <input type="checkbox"/> Boarding house | <input type="checkbox"/> Supported accommodation | <input type="checkbox"/> Student rooming accommodation | <input type="checkbox"/> Granny flat |
|------------------------------|---|--|--|--------------------------------------|

5 Type of management

| | | | |
|----------------------------|---|---|--|
| Residential tenancy | <input type="checkbox"/> Owner | <input type="checkbox"/> Property manager | <input type="checkbox"/> Moveable dwelling owner/manager |
| | <input type="checkbox"/> Social housing organisation | | |
| | <input type="checkbox"/> Other <input style="width: 150px;" type="text"/> | | |

OR

| | | | |
|------------------------------|---|---|--|
| Rooming accommodation | <input type="checkbox"/> Owner | <input type="checkbox"/> Manager/provider | <input type="checkbox"/> Real estate agent |
| | <input type="checkbox"/> Other <input style="width: 150px;" type="text"/> | | |

6 Property manager/owner

| | | | | | | | | | | | | | | |
|------------------------|--|--|--|--|--------|--|--|--|--|------|--|-------------------|-----------|--|
| Full name/trading name | | | | | | | | | | | | | | |
| ABN | | | | | | | | | | | | RTA ID (if known) | | |
| Postal address | | | | | | | | | | | | Postcode | | |
| Phone | | | | | Mobile | | | | | Date | | | Signature | |
| Email | | | | | | | | | | | <input type="checkbox"/> tick if you agree to receive RTA notices by email | | | |

7 Payment method

Cheque/money order BPAY (Payment reference will be emailed)

If you are lodging this paper Bond lodgement form, please select one of the two payment methods above. For a fast, secure and convenient transaction, tenants/residents and property managers/owners can also use the RTA's Bond Lodgement Web Service to lodge and pay the bond online in minutes using credit card, debit card or BPAY.

8 Weekly rent and bond

Total bond Weekly rent Bond paid with this form

Tenant receives a rent subsidy (property owner is tenant's employer) Yes

Continued on page 2

2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116-119)



Page 2 of 2 - Complete all pages

New bond OR Existing rental bond number

Address of rental property (rooming accommodation: include room number)

| | | | |
|----------------------|--|----------|----------------------|
| <input type="text"/> | | Postcode | <input type="text"/> |
|----------------------|--|----------|----------------------|

9 Tenants/residents who have paid bond money (include individual amounts)

Important: please provide a unique email address, which isn't shared with anyone else and can only be used by you. The RTA cannot record the same email address for multiple customers due to privacy and security reasons. If you provide the same email address as another RTA customer, we will communicate with you by post for future bond and tenancy transactions.

Tenant 1

| | | | | | | | |
|---|----------------------|-------|----------------------|--|----------------------|-----------|----|
| First name/s | <input type="text"/> | | | Last name | <input type="text"/> | | \$ |
| Date of birth | <input type="text"/> | Phone | <input type="text"/> | Mobile | <input type="text"/> | | |
| RTA ID (if known) | <input type="text"/> | | | Date | <input type="text"/> | Signature | |
| Email | <input type="text"/> | | | <input type="checkbox"/> tick if you agree to receive RTA notices by email | | | |
| Optional - do you identify as: (mark all that apply) | | | | | | | |
| <input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and linguistically diverse people <input type="checkbox"/> People living with a disability | | | | | | | |

Tenant 2

| | | | | | | | |
|---|----------------------|-------|----------------------|--|----------------------|-----------|----|
| First name/s | <input type="text"/> | | | Last name | <input type="text"/> | | \$ |
| Date of birth | <input type="text"/> | Phone | <input type="text"/> | Mobile | <input type="text"/> | | |
| RTA ID (if known) | <input type="text"/> | | | Date | <input type="text"/> | Signature | |
| Email | <input type="text"/> | | | <input type="checkbox"/> tick if you agree to receive RTA notices by email | | | |
| Optional - do you identify as: (mark all that apply) | | | | | | | |
| <input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and linguistically diverse people <input type="checkbox"/> People living with a disability | | | | | | | |

Tenant 3

| | | | | | | | |
|---|----------------------|-------|----------------------|--|----------------------|-----------|----|
| First name/s | <input type="text"/> | | | Last name | <input type="text"/> | | \$ |
| Date of birth | <input type="text"/> | Phone | <input type="text"/> | Mobile | <input type="text"/> | | |
| RTA ID (if known) | <input type="text"/> | | | Date | <input type="text"/> | Signature | |
| Email | <input type="text"/> | | | <input type="checkbox"/> tick if you agree to receive RTA notices by email | | | |
| Optional - do you identify as: (mark all that apply) | | | | | | | |
| <input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and linguistically diverse people <input type="checkbox"/> People living with a disability | | | | | | | |

The RTA is not liable for any losses that occur if you provide incorrect information.



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

The RTA is collecting your personal information for the purpose of carrying out the RTA's functions under the Residential Tenancies and Rooming Accommodation Act 2008 and may provide your information to QCAT and other bodies. For more information see RTA website.



2 Bond lodgement (Form 2)

*Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116-119)*



Use this form to

- pay the bond (full, or part payment), or
- increase the bond (rent has been increased)

The bond can be paid to the RTA by the tenant or the property manager/owner. Once the property manager/owner receives the bond, **it must be paid to the RTA within 10 days**. It is an offence not to do so.

Paying the bond

Online | Where possible, tenants/residents and property managers/owners are encouraged to lodge the bond online using the RTA's Bond Lodgement Web Service instead of this paper form. It's fast, secure, 24/7 and supports BPAY, credit card and debit card payments.

Cheque/money order | Please post payments to the RTA – Residential Tenancies Authority, GPO Box 390, Brisbane, Qld, 4001.

BPAY | Once the RTA receives and processes this form, BPAY details will be issued for payment to be made. BPAY details will be sent via post or email (if the RTA has a consented email address on file for you). To opt in to receiving RTA emails, you can update your details using [RTA Web Services](#).

Maximum bond

Residential tenancy

- equal to 4 weeks rent (weekly rent \$700 or less)
- no limit on bond amount (weekly rent more than \$700)

Moveable dwelling (e.g. caravan)

- equal to 2 weeks rent
- when electricity is supplied and individually metered, equal to 3 weeks rent

Rooming accommodation

- equal to 4 weeks rent (weekly rent \$500 or less)
- no limit on bond amount (weekly rent more than \$500)
- if bond is paid in instalments, go to rta.qld.gov.au for details



Appendix 5 – Refund of Rental Bond Form

4 Refund of rental bond (Form 4)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 125-135; 136-141)



Important: If you as a tenant or managing party are requesting a bond refund due to a tenancy/residency interest ending on grounds of experiencing domestic and family violence, please use the Bond refund for persons experiencing domestic and family violence (Form 4a) to request your bond refund.

Page 1 of 2 - Complete all pages **Lodge form online (rta.qld.gov.au) or by post. Do not email this form.**

Rental bond number

1 Address of rental property (if rooming accommodation, include room number)

| | | |
|--|--|----------|
| | | Postcode |
|--|--|----------|

2 Only send this form to the RTA if:

- notice ending the tenancy has expired Expiry date **OR**
- notice was not issued and the tenants have vacated Date vacated **OR**
- bond has decreased New weekly rent \$

3 Tenants refund details (include individual amounts)

Tenant 1

| | | | | | |
|---|--|-------------|--|-------------------|---|
| First name/s | | Last name | | RTA ID (if known) | |
| Date of birth | | Phone | | Mobile | |
| Forwarding address | | | | Postcode | |
| Email | | | | | \$ |
| Refunds only paid into Australian bank accounts (no cheques) | | | | Date | <i>If the amount above is blank do not sign</i> |
| Name of account holder | | | | Signature | |
| BSB no. | | Account no. | | | |
| Optional - do you identify as: (mark all that apply) | | | | | |
| <input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and linguistically diverse people <input type="checkbox"/> People living with a disability | | | | | |

Tenant 2

| | | | | | |
|---|--|-------------|--|-------------------|---|
| First name/s | | Last name | | RTA ID (if known) | |
| Date of birth | | Phone | | Mobile | |
| Forwarding address | | | | Postcode | |
| Email | | | | | \$ |
| Refunds only paid into Australian bank accounts (no cheques) | | | | Date | <i>If the amount above is blank do not sign</i> |
| Name of account holder | | | | Signature | |
| BSB no. | | Account no. | | | |
| Optional - do you identify as: (mark all that apply) | | | | | |
| <input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and linguistically diverse people <input type="checkbox"/> People living with a disability | | | | | |

Continued on page 2

4 Refund of rental bond (Form 4)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 125-135; 136-141)



Page 2 of 2 - Complete all pages

Rental bond number

Address of rental property (if rooming accommodation, include room number)

| | |
|----------|--|
| | |
| | |
| Postcode | |

Tenant 3

| | | | |
|---|-------------|-------------------|---|
| First name/s | Last name | RTA ID (if known) | |
| Date of birth | Phone | Mobile | |
| Forwarding address | | | Postcode |
| Email | | | \$ |
| Refunds only paid into Australian bank accounts (no cheques) | | | Date |
| | | | <i>If the amount above is blank do not sign</i> |
| Name of account holder | | | Signature |
| BSB no. | Account no. | | |
| Optional - do you identify as: (mark all that apply) <input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and linguistically diverse people <input type="checkbox"/> People living with a disability | | | |

4 Property manager/owner refund details

| | | | |
|--|-------------|-------------------|---|
| Full name/trading name | | RTA ID (if known) | |
| Phone | Mobile | | |
| Postal address | | | Postcode |
| Email | | | \$ |
| Refunds only paid into Australian bank accounts (no cheques) | | | Date |
| | | | <i>If the amount above is blank do not sign</i> |
| Name of account holder | | | Signature |
| BSB no. | Account no. | | |

Details of claim/amounts

| |
|--|
| |
|--|

5 Total bond held by the RTA

| | |
|--|----|
| | \$ |
|--|----|

6 What is the reason for the tenancy ending? (optional - select reason most applicable to your situation)

- | | |
|--|--|
| <input type="checkbox"/> By mutual agreement | <input type="checkbox"/> Due to condition of property |
| <input type="checkbox"/> Due to Notice of intention to leave without grounds | <input type="checkbox"/> For owner occupation |
| <input type="checkbox"/> End of a fixed term agreement | <input type="checkbox"/> Non-compliance with Tribunal order |
| <input type="checkbox"/> Unremedied breach - rent arrears | <input type="checkbox"/> Failure to comply with repair order |
| <input type="checkbox"/> Unremedied breach - general | <input type="checkbox"/> Mortgagee in possession of property |
| <input type="checkbox"/> Property has become non-liveable | <input type="checkbox"/> End of entitlement to student accommodation |
| <input type="checkbox"/> Property was abandoned | <input type="checkbox"/> Change of use in property |
| <input type="checkbox"/> Property is being sold | <input type="checkbox"/> Property required for State government program |
| <input type="checkbox"/> Owner's intention to sell | <input type="checkbox"/> Property is being compulsorily acquired |
| <input type="checkbox"/> Property requires significant repairs and renovations | <input type="checkbox"/> End of entitlement to occupy under employment |
| <input type="checkbox"/> Planned demolition/redevelopment for property | <input type="checkbox"/> End of housing/accommodation assistance |
| <input type="checkbox"/> Due to death of a co-tenant | <input type="checkbox"/> Serious breach (only applicable if lessor is the State or community housing provider) |
| <input type="checkbox"/> Due to death of sole tenant | |

The RTA is not liable for any losses that occur if you provide incorrect information.

The RTA is collecting your personal information for the purpose of carrying out the RTA's functions under the Residential Tenancies and Rooming Accommodation Act 2008 and may provide your information to QCAT and other bodies. For more information see RTA website.



4 Refund of rental bond (Form 4)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 125-135; 136-141)



Fast refunds

- there is agreement on how the bond should be paid
- everyone listed on the bond signs the refund form
- refunds are only paid into Australian bank accounts (no cheques)

Other refunds

- not everyone signs the same bond refund form, and/or
- there is no agreement about how the bond should be paid

When this occurs the RTA

- releases any undisputed amount/s
- holds any disputed amount/s, and
- sends a *Notice of claim* to the people who did not sign the refund form. They will have 14 days to dispute the bond claim.

The RTA may assist with dispute resolution.

Alterations to this form

- do not use correction fluid
- everyone must sign any alteration to bond amounts (full signatures required)

Forwarding address

Tenants must give a forwarding address to the property manager/owner if requested in writing.

Property manager/owner must include the forwarding address on this form if it has been provided by the tenants.

Bond loan

If the bond involves a bond loan, the RTA will pay the Department of Communities, Housing and Digital Economy the loan balance from the tenant's refund.

Lodging this form:

- online: rta.qld.gov.au (conditions apply)
- post: RTA, GPO Box 390, Brisbane Q 4001

Lodge form online (rta.qld.gov.au) or by post. **Do not email this form.**



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

Important: If you are unable to use RTA Web Services online or post and you need urgent help to submit a bond refund form, please call the RTA on 1300 366 311 and we can help you.

Any person knowingly submitting false or misleading details on this refund form is committing an offence under Queensland law.



Appendix 6 – Entry Notice Form

Entry notice (Form 9)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 192–199)



Name/s and address of the tenant/s

| | |
|--|----------|
| | |
| | |
| | |
| | Postcode |

1 Address of the rental property (if different from above)

| | |
|--|----------|
| | Postcode |
|--|----------|

2 Notice issued by Property owner Property manager Other authorised person (secondary agent)

| | |
|------------------------|-------|
| Full name/trading name | Phone |
| | |

3 Details of all people entering

| Full name/trading name | Phone |
|------------------------|-------|
| 1. | |
| 2. | |
| 3. | |

4 Notice issued on

| | | |
|-----|------|---|
| Day | Date | Method of issue (e.g. email, post, in person) |
| | | |

5 Entry is sought under the following grounds

- Inspect the property (7 days notice)
- Inspect the property – short tenancy moveable dwelling (24 hours notice)
- Carry out routine repairs or maintenance (24 hours notice)
- Inspect completed repairs or maintenance (24 hours notice)
- Comply with the *Fire and Emergency Services (Domestic Smoke Alarms) Amendment Act 2016 (Qld)* in relation to smoke alarms (24 hours notice)
- Comply with the *Electrical Safety Act 2002* in relation to approved safety switches (24 hours notice)
- Show the property to a prospective purchaser or tenant (24 hours notice)
- Allow a valuation of the property to be carried out (24 hours notice)
- The property owner/manager believes, on reasonable grounds, that the property has been abandoned (24 hours notice)
- Check the tenant has remedied a significant breach, if a *Notice to remedy breach* (Form 11) has expired (24 hours notice)

6 Entry to the property by the property owner/manager or other authorised person

Entry on Sundays, public holidays or after 6pm, and before 8am, is only allowed if the tenant agrees.

| | | | | |
|-----|------|---------------|----|------------------|
| Day | Date | Time of entry | OR | Two hour period* |
| | | | | From to |

* If entry is by property owner/manager only, a maximum two hour period during which entry will commence must be nominated.

7 Signature of the property owner/manager or other authorised person (secondary agent)

| | | |
|------------|-----------|------|
| Print name | Signature | Date |
| | | |

Do not send to the RTA—give this form to the tenant/s—keep a copy for your records.

Entry notice (Form 9)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 192-199)



Tenant/s are given this notice when the property owner/manager, or another authorised person (secondary agent) wants to gain entry to the property on a particular date.

If the property is being sold, the notice must be given to the tenant/s by the agent selling the premises (secondary agent). In this case, a copy of the form must also be given to the renting agent.

A secondary agent (which may also include an agent's nominated repairer) must show the tenant written evidence of their appointment, if asked, before entry can take place.

If the tenant/s disputes the grounds for entry, they should try and resolve this with the person who issued the notice.

If agreement cannot be reached, the RTA's dispute resolution service may be able to assist.

Schedule of timeframes

| Reason for entry | Timeframe required |
|---|--|
| Inspection—not short tenancy moveable dwelling | 7 days and, unless otherwise agreed, not within 3 months of previous entry |
| Inspection—short tenancy moveable dwelling | 24 hours and, unless otherwise agreed, not within 3 months of previous entry |
| Routine repairs and maintenance | 24 hours |
| Routine repairs and maintenance—inspection to check if repairs have been done | 24 hours (must be within 2 weeks of repairs being done) |
| Repairs and maintenance—if property is remote and not practicable due to shortage of tradespeople | No notice required |
| Repairs and maintenance—moveable dwelling site only—regular maintenance stated in the agreement | No notice required |
| Smoke alarms—to install or check alarms | 24 hours |
| Safety switches—to install or check switches | 24 hours |
| To show prospective purchasers* or tenants * refer to <i>Notice of lessor's intention to sell premises</i> (Form 10) | At least 24 hours and reasonable time has lapsed since last entry |
| Valuation | 24 hours |
| Suspected abandonment | 24 hours |
| Inspection to check if the tenant has remedied a significant breach (Significant breaches are defined in the RTRA Act) | 24 hours (must be within 2 weeks of the expiry of the Notice to remedy breach) |
| Mutual agreement | At the agreed time |
| Emergency | No notice required |
| To protect property from imminent or further damage | No notice required |



Appendix 7 – Entry Condition Report

Entry condition report – general tenancies (Form 1a)

Residential Tenancies and Rooming Accommodation Act 2008
(Section 65)



Address of the rental premises

| | |
|--|----------|
| | |
| | Postcode |

Full name/s of the tenant/s

| | |
|----|--|
| 1. | |
| 2. | |
| 3. | |

Name/trading name of the lessor/agent

| |
|--|
| |
|--|

Important

- When renewing a tenancy agreement with the same tenant, there is no requirement to complete a new Entry condition report.
- The original Entry condition report will remain valid unless the parties to the tenancy agree to prepare a new Entry condition report when the agreement is renewed.
- The rental property must meet minimum housing standards when the tenant moves in and throughout the tenancy agreement. Learn more about minimum housing standards on the RTA website.

Water charging

Tenants can only be charged for all water consumption if the rental premises are individually metered (or water is delivered by vehicle), the agreement states the tenant must pay for water *and* the premises are water efficient.

Are the premises individually metered? Yes No

Water meter reading at start of tenancy:

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

Are the premises water efficient? Yes No

Certain fixtures must have the equivalent of a 3 star WELS rating or higher (evidence available if/as required).

Entry condition reports must be completed in accordance with the Act. Penalties apply. Do not send to the RTA—give this form to the tenant/s, keep a copy for your records.

Lessor/agent initials

| |
|--|
| |
|--|

 Tenant/s initials

| | | | | | |
|----|--|----|--|----|--|
| 1. | | 2. | | 3. | |
|----|--|----|--|----|--|

The Entry (and Exit) reports provide evidence of the condition of the premises at the beginning and ending of the tenancy. Take time to fill these forms in carefully. These documents may be referred to as evidence if there is a dispute over the bond refund at the end of the tenancy.

Lessor/agent

1. Inspect the premises.
2. Mark each item on the list *clean, working, undamaged* (where applicable).
3. Make a note of any extra items in the *additional comments/information* section.
4. Give a signed copy of the report to the tenant. Keep a copy for your own records.
5. Ask the tenant to add their comments to the report, initial each page and return it to you within 7 days.
6. If the tenant disagrees about the condition of the premises, encourage them to discuss it with you. Comments can be recorded in the *additional comments/information* section (Page 7) or by attaching a separate page.
Supporting documentation has been attached Yes No
7. Give a copy of the final report back to the tenant within 14 days of receiving it.
8. You must keep a copy of the report for at least one year after the last tenancy agreement to which this condition report relates to ends.

Tenant

1. Inspect the premises.
2. Comment on any item where you disagree with the lessor/agent, or if you believe the report does not reflect the true condition of the premises.
3. Talk to the lessor/agent if you disagree about the condition of the premises.
4. Initial each page of the report and send it to the lessor/agent within 7 days.
5. The lessor/agent must send you a copy of the final report. You may also want to make a copy for your own records.

If the condition report is not given to the tenant/s within 7 days of occupation, the tenant/s should obtain, complete and sign their own form and submit to the lessor/agent.

The tenant/s have initially received a copy of this report on

Day

| |
|--|
| |
|--|

 Date

| | |
|--|--|
| | |
|--|--|



Entry condition report – general tenancies (Form 1a)

Residential Tenancies and Rooming Accommodation Act 2008 (Section 65)



Insert **Y/√** = Yes
Insert **N/X** = No

| Clean | Working | Uncoloured |
|-------|---------|------------|
|-------|---------|------------|

Lessor/agent
Comments (if any)

Tenant/s
Comment on lessor/agent report

| Entry | | | | |
|-----------------------|--|--|--|--|
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| Power points | | | | |
| | | | | |
| | | | | |
| | | | | |
| Lounge room | | | | |
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| TV/power points | | | | |
| Air conditioner | | | | |
| | | | | |
| | | | | |
| | | | | |
| Family room | | | | |
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| TV/power points | | | | |
| Air conditioner | | | | |
| | | | | |
| | | | | |
| | | | | |

Lessor/agent initials

Tenant/s initials 1. 2. 3.

Entry condition report – general tenancies (Form 1a)

Residential Tenancies and Rooming Accommodation Act 2008 (Section 65)



Insert **Y/✓** = Yes
 Insert **N/X** = No

| | | |
|-------|---------|-----------|
| Clean | Working | Undamaged |
|-------|---------|-----------|

Lessor/agent
 Comments (if any)

Tenant/s
 Comment on lessor/agent report

| Bedroom 1 | | | | | Lessor/agent Comments (if any) | Tenant/s Comment on lessor/agent report |
|---------------------------|---------|-----------|--|--|--------------------------------|---|
| Clean | Working | Undamaged | | | | |
| Doors/walls/ceiling | | | | | | |
| Windows/screens | | | | | | |
| Blinds/curtains | | | | | | |
| Fans/light fittings | | | | | | |
| Floor/floor coverings | | | | | | |
| Wardrobe/drawers/shelves | | | | | | |
| Power points | | | | | | |
| Air conditioner | | | | | | |
| | | | | | | |
| | | | | | | |
| Ensuite | | | | | | |
| Doors/walls/ceiling | | | | | | |
| Windows/screens | | | | | | |
| Blinds/curtains | | | | | | |
| Fans/light fittings | | | | | | |
| Floor/floor coverings | | | | | | |
| Bath/shower/shower screen | | | | | | |
| Wash basin/vanity | | | | | | |
| Mirror/cabinet | | | | | | |
| Towel rails | | | | | | |
| Toilet | | | | | | |
| Power points | | | | | | |
| Exhaust fan | | | | | | |
| | | | | | | |
| | | | | | | |

Lessor/agent initials

Tenant/s initials 1. 2. 3.

Entry condition report – general tenancies (Form 1a)

Residential Tenancies and Rooming Accommodation Act 2008 (Section 65)



Insert **Y/✓** = Yes
Insert **N/X** = No

| | | |
|-------|---------|-----------|
| Clean | Working | Undamaged |
|-------|---------|-----------|

Lessor/agent
Comments (if any)

Tenant/s
Comment on lessor/agent report

| Bedroom 2 | | | | |
|--------------------------|--|--|--|--|
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| Wardrobe/drawers/shelves | | | | |
| Power points | | | | |
| Air conditioner | | | | |
| | | | | |
| Bedroom 3 | | | | |
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| Wardrobe/drawers/shelves | | | | |
| Power points | | | | |
| Air conditioner | | | | |
| | | | | |
| Bedroom 4 | | | | |
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| Wardrobe/drawers/shelves | | | | |
| Power points | | | | |
| Air conditioner | | | | |
| | | | | |

Lessor/agent initials

Tenant/s initials

| | | | | | |
|----|--|----|--|----|--|
| 1. | | 2. | | 3. | |
|----|--|----|--|----|--|

Entry condition report – general tenancies (Form 1a)

Residential Tenancies and Rooming Accommodation Act 2008 (Section 65)



Insert Y/✓ = Yes
Insert N/X = No

| | | |
|-------|---------|-----------|
| Clean | Working | Undamaged |
|-------|---------|-----------|

Lessor/agent
Comments (if any)

Tenant/s
Comment on lessor/agent report

| Bathroom | | | | |
|-----------------------|--|--|--|--|
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| Bath | | | | |
| Shower/shower screen | | | | |
| Wash basin/vanity | | | | |
| Mirror/cabinet | | | | |
| Towel rails | | | | |
| Power points | | | | |
| Exhaust fan | | | | |
| Toilet | | | | |
| | | | | |
| Toilet | | | | |
| Doors/walls/ceiling | | | | |
| Cistern | | | | |
| Light fittings | | | | |
| Exhaust fan | | | | |
| | | | | |
| Laundry | | | | |
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| Wash tubs | | | | |
| Washing machine/dryer | | | | |
| Power points | | | | |

Lessor/agent initials

Tenant/s initials 1. 2. 3.

Entry condition report – general tenancies (Form 1a)

Residential Tenancies and Rooming Accommodation Act 2008 (Section 65)



Insert Y/✓ = Yes

Insert N/X = No

| | | |
|-------|---------|-----------|
| Clean | Working | Undamaged |
|-------|---------|-----------|

Lessor/agent
Comments (if any)

Tenant/s
Comment on lessor/agent report

| General | Clean | Working | Undamaged | Lessor/agent Comments (if any) | Tenant/s Comment on lessor/agent report |
|----------------------------|-------|---------|-----------|--------------------------------|---|
| Smoke alarms | | | | | |
| Security devices | | | | | |
| Electrical safety switches | | | | | |
| Hot water system | | | | | |
| Keys/locks/remotes | | | | | |
| Staircases/railings | | | | | |
| Wheelie & recycle bins | | | | | |
| Pool/equipment | | | | | |
| Street number/letter box | | | | | |
| External walls | | | | | |
| Balcony/porch/deck | | | | | |
| Awning/gutters | | | | | |
| Paving/pergola | | | | | |
| Garage/car port/storeroom | | | | | |
| Garden shed | | | | | |
| Gates/fences | | | | | |
| Grounds/garden | | | | | |
| External taps/hose | | | | | |
| Clothes line | | | | | |
| Solar panels | | | | | |
| Paths/driveway | | | | | |

Additional comments/information

Lessor/agent

| | |
|------------|------|
| Signature | Date |
| Print name | |

Tenant 1

| | |
|------------|------|
| Signature | Date |
| Print name | |

Tenant 2

| | |
|------------|------|
| Signature | Date |
| Print name | |

Tenant 3

| | |
|------------|------|
| Signature | Date |
| Print name | |

Appendix 8 – Exit Condition Report

Exit condition report – general tenancies (Form 14a)

Residential Tenancies and Rooming Accommodation Act 2008
(Section 66)



Address of the rental premises

| | |
|--|----------|
| | |
| | Postcode |

Details of the tenant/s

| | |
|--------------------|----------|
| 1. Full name/s | |
| Forwarding address | |
| | Postcode |
| Phone | Mobile |
| Email | |

| | |
|--------------------|----------|
| 2. Full name/s | |
| Forwarding address | |
| | Postcode |
| Phone | Mobile |
| Email | |

| | |
|--------------------|----------|
| 3. Full name/s | |
| Forwarding address | |
| | Postcode |
| Phone | Mobile |
| Email | |

Name/trading name of the lessor/agent

| |
|--|
| |
|--|

Water meter reading at end of tenancy:

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

Date

| |
|--|
| |
|--|

The Entry (and Exit) reports provide evidence of the condition of the premises at the beginning and ending of the tenancy. Take time to fill these forms in carefully. These documents may be referred to as evidence if there is a dispute over the bond refund at the end of the tenancy.

Tenant

1. Inspect the premises.
2. Mark each item on the list *clean, working, undamaged* (where applicable).
3. Make a note of any extra items in the *additional comments/information* section.
4. Initial each page of the report. Give it to the lessor/agent as soon as possible once the agreement ends.
5. Talk to the lessor/agent if you disagree about the condition of the premises. Comments can be recorded in the *additional comments/information* section (Page 7) or by attaching a separate page.
Supporting documentation has been attached Yes No
6. Retain the signed copy of the report from the lessor/agent.

Lessor/agent

1. Inspect the premises.
2. Include comments where you disagree with the tenant's report.
3. Initial each page of the report.
4. Talk to the tenant if you disagree about the condition of the premises. Any agreement can be recorded in the *additional comments/information* section.
5. Return a signed copy of the report to the tenant within 3 business days. Retain a copy for at least one year after the tenancy agreement ends.

Note: The *Entry condition report* (Form 1a) is compared to this *Exit condition report* (Form 14a) at the end of the tenancy.

Do not send to the RTA—give this form to the lessor/agent, keep a copy for your records.

| | | | |
|-------------------|-------------------------|-------------------------|-------------------------|
| Tenant/s initials | 1. <input type="text"/> | 2. <input type="text"/> | 3. <input type="text"/> |
|-------------------|-------------------------|-------------------------|-------------------------|

| | |
|-----------------------|----------------------|
| Lessor/agent initials | <input type="text"/> |
|-----------------------|----------------------|



Exit condition report - general tenancies (Form 14a)

Residential Tenancies and Rooming Accommodation Act 2008 (Section 66)



Insert **Y/✓** = Yes
Insert **N/X** = No

| | | |
|-------|---------|-----------|
| Clean | Working | Undamaged |
|-------|---------|-----------|

Tenant/s
Comments (if any)

Lessor/agent
Comment on tenant/s report

| Entry | | | | |
|-----------------------|--|--|--|--|
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| Power points | | | | |
| | | | | |
| | | | | |
| | | | | |
| Lounge room | | | | |
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| TV/power points | | | | |
| Air conditioner | | | | |
| | | | | |
| | | | | |
| | | | | |
| Family room | | | | |
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| TV/power points | | | | |
| Air conditioner | | | | |
| | | | | |
| | | | | |
| | | | | |

Tenant/s initials 1. 2. 3.

Lessor/agent initials

Exit condition report – general tenancies (Form 14a)

Residential Tenancies and Rooming Accommodation Act 2008 (Section 66)



Insert **Y/√** = Yes
 Insert **N/X** = No

| | | |
|-------|---------|-----------|
| Clean | Working | Undamaged |
|-------|---------|-----------|

Tenant/s
 Comments (if any)

Lessor/agent
 Comment on tenant/s report

| | Clean | Working | Undamaged | | |
|-------------------------|-------|---------|-----------|--|--|
| Kitchen/meals | | | | | |
| Doors/walls/ceiling | | | | | |
| Windows/screens | | | | | |
| Blinds/curtains | | | | | |
| Fans/light fittings | | | | | |
| Floor/floor coverings | | | | | |
| Cupboards/drawers | | | | | |
| Bench tops/tiling | | | | | |
| Sink/disposal unit/taps | | | | | |
| Stove top | | | | | |
| Oven/griller | | | | | |
| Exhaust fan/rangehood | | | | | |
| Dishwasher | | | | | |
| Power points | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Dining room | | | | | |
| Doors/walls/ceiling | | | | | |
| Windows/screens | | | | | |
| Blinds/curtains | | | | | |
| Fans/light fittings | | | | | |
| Floor/floor coverings | | | | | |
| TV/power points | | | | | |
| Air conditioner | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Tenant/s initials 1. 2. 3. Lessor/agent initials

Exit condition report – general tenancies (Form 14a)

Residential Tenancies and Rooming Accommodation Act 2008 (Section 66)



Insert **Y**/✓ = Yes

Insert **N**/X = No

| Clean | Working | Undamaged |
|-------|---------|-----------|
|-------|---------|-----------|

Tenant/s
Comments (if any)

Lessor/agent
Comment on tenant/s report

| Bedroom 1 | | | | |
|---------------------------|--|--|--|--|
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| Wardrobe/drawers/shelves | | | | |
| Power points | | | | |
| Air conditioner | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Ensuite | | | | |
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| Bath/shower/shower screen | | | | |
| Wash basin/vanity | | | | |
| Mirror/cabinet | | | | |
| Towel rails | | | | |
| Toilet | | | | |
| Power points | | | | |
| Exhaust fan | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Tenant/s initials 1. 2. 3.

Lessor/agent initials

Exit condition report - general tenancies (Form 14a)

Residential Tenancies and Rooming Accommodation Act 2008 (Section 66)



Insert **Y/✓** = Yes
Insert **N/X** = No

| | | |
|-------|---------|-----------|
| Clean | Working | Undamaged |
|-------|---------|-----------|

Tenant/s
Comments (if any)

Lessor/agent
Comment on tenant/s report

| Bedroom 2 | | | | |
|--------------------------|--|--|--|--|
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| Wardrobe/drawers/shelves | | | | |
| Power points | | | | |
| Air conditioner | | | | |
| | | | | |
| Bedroom 3 | | | | |
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| Wardrobe/drawers/shelves | | | | |
| Power points | | | | |
| Air conditioner | | | | |
| | | | | |
| Bedroom 4 | | | | |
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| Wardrobe/drawers/shelves | | | | |
| Power points | | | | |
| Air conditioner | | | | |
| | | | | |

Tenant/s initials 1. 2. 3.

Lessor/agent initials

Exit condition report – general tenancies (Form 14a)

Residential Tenancies and Rooming Accommodation Act 2008 (Section 66)



Insert Y/✓ = Yes
Insert N/X = No

| | | |
|-------|---------|------------|
| Clean | Working | Uncoloured |
|-------|---------|------------|

Tenant/s
Comments (if any)

Lessor/agent
Comment on tenant/s report

| Bathroom | | | | |
|-----------------------|--|--|--|--|
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| Bath | | | | |
| Shower/shower screen | | | | |
| Wash basin/vanity | | | | |
| Mirror/cabinet | | | | |
| Towel rails | | | | |
| Power points | | | | |
| Exhaust fan | | | | |
| Toilet | | | | |
| | | | | |
| Toilet | | | | |
| Doors/walls/ceiling | | | | |
| Cistern | | | | |
| Light fittings | | | | |
| Exhaust fan | | | | |
| | | | | |
| Laundry | | | | |
| Doors/walls/ceiling | | | | |
| Windows/screens | | | | |
| Blinds/curtains | | | | |
| Fans/light fittings | | | | |
| Floor/floor coverings | | | | |
| Wash tubs | | | | |
| Washing machine/dryer | | | | |
| Power points | | | | |

Tenant/s initials 1. 2. 3.

Lessor/agent initials

Exit condition report – general tenancies (Form 14a)

Residential Tenancies and Rooming Accommodation Act 2008 (Section 66)



Insert **Y/✓** = Yes

Insert **N/X** = No

| | | |
|-------|---------|-----------|
| Clean | Working | Undamaged |
|-------|---------|-----------|

Tenant/s
Comments (if any)

Lessor/agent
Comment on tenant/s report

| General | Clean | Working | Undamaged | Tenant/s Comments (if any) | Lessor/agent Comment on tenant/s report |
|----------------------------|-------|---------|-----------|----------------------------|---|
| Smoke alarms | | | | | |
| Security devices | | | | | |
| Electrical safety switches | | | | | |
| Hot water system | | | | | |
| Keys/locks/remotes | | | | | |
| Staircases/railings | | | | | |
| Wheelie & recycle bins | | | | | |
| Pool/equipment | | | | | |
| Street number/letter box | | | | | |
| External walls | | | | | |
| Balcony/porch/deck | | | | | |
| Awning/gutters | | | | | |
| Paving/pergola | | | | | |
| Garage/car port/storeroom | | | | | |
| Garden shed | | | | | |
| Gates/fences | | | | | |
| Grounds/garden | | | | | |
| External taps/hose | | | | | |
| Clothes line | | | | | |
| Solar panels | | | | | |
| Paths/driveway | | | | | |

Additional comments/information

| |
|--|
| |
|--|

Lessor/agent

| | |
|------------|------|
| Signature | Date |
| Print name | |

Tenant 1

| | |
|------------|------|
| Signature | Date |
| Print name | |

Tenant 2

| | |
|------------|------|
| Signature | Date |
| Print name | |

Tenant 3

| | |
|------------|------|
| Signature | Date |
| Print name | |