Figure 8. Showing the remains of the front door lock of unit 4.

Figure 9. Showing the remains of the side door lock of unit 4.

VERIFACT

Attachment 1

VERIFACT

Attachment 2

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 8.5.455 / Virus Database: 271.1.1/5448 - Release Date: 12/09/12 21:14:00

VERIFACT

Attachment 3

Instructions To complete this form, please use **BLACK INK** and write in legible **BLOCK** print. Please fax your completed form along with copies of your identification documents (the photo page of your Passport if you have one, or your Driver's Licence and Birth Certificate) to First Advantage at the Return details below.

Note: *The details you provide in this form may be checked by First Advantage, an independent reference and background checking agency. Any offer of employment, investment or other decision may be dependent on receipt of satisfactory information. Please read the Privacy & Consents page carefully.*

Employer Details

Company Name
Suncorp Metway Insurance Ltd

Company Number
611

Contact Person

Cost Centre

Search Type
Standard Criminal Check

Return Details

RETURN this document to:

First Advantage
Tel: + 61 2 9017 4346
Fax: + 61 2 9017 4646
clientrelationsj@FADV.com.au

Criminal Record

Please read the General Information document before completing the Criminal History questions.

Please answer the questions bellow and list all previous permanent addresss in the last <u>10 years</u>, including street/unit no., street, city, state, post code and country.

If full details of previous addresses are unavailable, details of town, state, country and year of residence will suffice. Please list in reverse order, ie most recent previous address first.

Criminal History

AFP
AUSTRALIAN FEDERAL POLICE

Office Use Only
NO EXCLUSION

CRIMINAL HISTORY INFORMATION

1. Are you the subject of any criminal charges still pending before a court?	Yes / No ✓
2. Have you been found guilty or convicted of an offence as an adult within the past ten years?	Yes / No ✓
3. Have you been found guilty or convicted of an offence as a juvenile within the past five years?	Yes / No ✓
4. Have you been found guilty or convicted of an offence for which you were sentenced to greater than 30 months imprisonment?	Yes / No ✓

If you answered YES to any of the questions above, please provide details below.

Offence

State / Province **Year of Offence**

Offence

State / Province **Year of Offence**

Details:

Police Use Only	**Return Address** (if different from billing address) FIRST ADVANTAGE AUSTRALASIA PO BOX 455 NORTH SYDNEY NSW 2059
Client Code: **5012**	**Client Reference If applicable:**

STAFF-IN-CONFIDENCE (when completed)

CRIMINAL HISTORY CHECK APPLICATION FORM FROM PERSON UNDER 18 YEARS.

The Australian Federal Police do not release information concerning the criminal history of a person under the age of 18 years to any other person unless it is required or authorized by law and / or parental/guardian consent is provided.

If you are under 18 years of age, please have a parent/guardian complete the consent form below. Should you feel due to your personal circumstances that it is inappropriate for a parent/guardian to sign this request please contact the Privacy Officer at First Advantage on + 61 2 9017 4346 or via email on clientrelationsj@FADV.com .

AFP
AUSTRALIAN FEDERAL POLICE

Office Use Only
Parental Consent form
CR1600

National Police Check – Parental Consent

I,..., born ..../............../.................
Please Print Full Name Date of Birth

of...
residential address

am the parent/ guardian of

.... born ..../............../.................
print full name of child Date of birth

of...
residential address

I consent to the Australian Federal Police conducting a National Police Check on my son/daughter/ward for which a completed National Police Check Application is attached,

for the purpose of...
(e.g. Immigration, Employment – eg: Childcare, teacher's aide etc)

and the subsequent release of any relevant information to:

...................................(Suncorp Metway Insurance Ltd and its authorised Agent, First Advantage) ...
....

(Department, Agency, Company etc)

Signed:.. Date: ..../............../................
(DD / MM / YYYY)

Parent/guardian's signature

GENERAL INFORMATION

Relating to the AFP National Police Check and Consent Forms

This form is used by applicants as part of the assessment process to determine whether a person is suitable for a position/Insurance entitlement including employment.

Unless statutory obligations require otherwise, the information provided on this form will not be used without your prior consent for any purpose other than named in your application.

POLICE RECORDS CHECK

Police records checks are an integral part of the assessment of your suitability for a position/entitlement. On this form you are asked to disclose whether you are the subject of any charges or matters still pending before a Court, or whether you have been the subject of conviction(s) or finding(s) of guilt before a Court. You are not required to reveal any conviction (s), which may be protected by Part VIIC of the Crimes Act 1914, relating to pardoned, quashed or spent convictions.

Where a police record with another Australian police jurisdiction has been obtained, any relevant legislation (and/or release policy) governing that police jurisdiction will be applied before it is released. Under various sections of Commonwealth, State and Territory legislation a person has the right, in particular circumstances or for a particular purpose, to not disclose certain convictions (i.e. Spent Convictions). Such convictions will not be released providing this is in accordance with the relevant legislation (and/or release policy). If further information is required in relation to the legislation and release policies of other police jurisdictions, please contact the individual jurisdiction directly.

This form may be forwarded by the employing organisation, their agent or by you direct to the Australian Federal Police (AFP), and you are asked to consent to:

(a) the AFP disclosing criminal history information from its own records to the organisation with which you are employed or are seeking employment, and/or insurance company or other public or private organisation from which you are seeking an entitlement, and;

(b) for the AFP to access the records of any State, Territory Jurisdiction and to obtain any criminal or traffic information which in turn would be disclosed to whom you are required to indicate.

PROVISION OF FALSE OR MISLEADING INFORMATION

You are asked to certify that the personal information you have provided on this form is correct. If it is subsequently discovered, for example as a result of a check of police records, that you have provided false or misleading information, it may be reported by the AFP and potentially you may be assessed as unsuitable to receive the entitlement you seek.

It should be noted that the Australian Federal Police does not assess or adjudicate your application but merely provides the tools to the prospective employer or Insurer to assist them in assessing your suitability for employment or Insurance Entitlement.

SPENT CONVICTION INFORMATION

Commonwealth Spent Conviction Scheme

On 30 June 1990, Commonwealth legislation relating to the collection, use and disclosure of old conviction information came into effect. This law is commonly known as the Spent Conviction Scheme.

The aim of the Scheme is to prevent discrimination on the basis of certain old convictions, once a waiting period has passed and provided the individual has not re-offended. The Scheme also covers convictions where an individual's conviction has been set aside or pardoned.
An individual whose conviction is protected by Part VIIC of the Crimes Act 1914 does not have to disclose that conviction to any person, including a Commonwealth authority, unless an exclusion applies.

A spent conviction is a conviction for a Commonwealth, Territory, State or foreign offence which satisfies all of the following conditions:

- it is 10 years since the date of the conviction (or 5 years for juvenile offenders);
- the individual was not sentenced to imprisonment or was not sentenced to imprisonment for more than 30 months;
- the individual has not re-offended during the 10 year (5 years for juvenile offenders) waiting period; and
- a statutory or regulatory exclusion does not apply. (A full list of exclusions is available from the Privacy Commissioner).

Australian Capital Territory - Spent Convictions ACT 2000.

In September 2000 legislation was introduced in the Australian Capital Territory limiting the use and disclosure of older, less serious convictions and findings of guilt recorded under ACT legislation. This legislation is the *Spent Convictions Act 2000.*
Unless an exclusion applies (for example, where an individual wishes to undertake employment in certain occupations or apply for an Insurance Entitlement) once the waiting period has passed, a person does not have to disclose any conviction or finding of guilt that is protected by the provisions of the *Spent Convictions Act 2000.*

A spent conviction is one that satisfies all of the following conditions:

- It is more than 10 years (5 years for offences where the person was dealt with as a juvenile) since the date of the conviction or that the person has not been imprisoned or the person has not been subject to a control order and the person has not re-offended;
- The person was not sentenced to more than six months imprisonment;
- The offence was not a sexual offence;
- The person was not unlawfully at large in relation to an offence.

Exclusions to the *Spent Convictions Act 2000* may be found at section 19 of that Act.

Disputed Record Enquiries

If you believe that the information provided on your police certificate is incorrect or inaccurate in any detail please contact Criminal Records (by email: CriminalRecords-ClientServices@afp.gov.au or telephone 02 6202 3333) to obtain a Disputed Record (CR 1200) form. Once completed this form can be posted to the following address:

AFP Criminal Records
Client Services Team
GPO Box 401
CANBERRA ACT 2601

Please note that if you have any additional information or documents supporting your enquiry they should be attached to enable the AFP to more accurately assess your application. It should also be noted that AFP may require comparison fingerprints to resolve some disputes. Applicants will be notified in such instances.

Privacy Commissioner

The Privacy Commissioner is responsible for ensuring the protection of private information relating to individuals. This includes investigating instances where information has been released improperly or incorrectly. An individual who believes the standards dealing with disclosure and use of old conviction information have been breached may apply to the Privacy Commissioner for an investigation of the matter. The phone number is 1300 363 992.

CRIMINAL RECORDS TERMS AND CONDITIONS FOR NATIONAL POLICE CHECKS

The Australian Federal Police advise all applicants that for National Police Checks, they must meet the following requirements in the application.

1. Applications to be filled out in black pen if not typed.
2. A photocopy of drivers licence and/or alternate I.D. with photograph included must accompany application wherever possible.
3. If there has been a change of name, then previous and current names MUST be included on the form (e.g. maiden, de facto, deed poll, etc).
4. Applicant's signature must not be more than three months old.
5. Please ensure that all the necessary details have been completed and that the forms are signed.
6. General Information pages 7-8 do not need to be sent to the AFP and can be retained for reference.

Failure to meet the required standards will result in the form being returned for amendment

Contacts:		
General Enquiries	Phone: Email:	02 6202 3333 vetting@afp.gov.au
Disputed Record Enquiries	Phone: Email:	02 6202 3333 CriminalRecords-ClientServices@afp.gov.au

VERIFACT

Attachment 4

VERIFACT

Attachment 5

Have you considered

Online statements

Receive your monthly statements in a fast, safe, and environmentally friendly way through NetBank.
Visit **www.commbank.com.au/paperless** for more information

Setting up AutoPay

Simply decide how much you wish to pay each month and let us do the work. You can now set this up in NetBank.
Visit **http://www.commbank.com.au/autopay** for more information

A payment reminder

You can be sent a reminder a couple of days before your payment due date. Set your reminder in NetBank or call us on **13 2221** (24 hours a day, 7 days a week)

How to pay your Commonwealth Bank Credit Card account

ATM

ATM

Use any Commonwealth Bank ATM to transfer funds electronically from your linked cheque/savings account to your credit card account.

AutoPay (does not apply to Business Cards)

You can setup an automatic payment to pay your credit card each month from your other Commonwealth Bank account(s). You can choose to pay the minimum payment, the closing balance or a set amount of your choice.
Visit **http://www.commbank.com.au/autopay** for more information

BPAY Biller code: 1818

Contact your participating financial institution to make a BPAY payment. You will need to quote the above biller code and your credit card account number.

NetBank

You can use NetBank to transfer funds electronically from your other Commonwealth Bank Account(s) to your credit card account. For more information on how to register for NetBank,
visit **www.commbank.com.au/netbank** or call **13 2221**. (24 hours a day, 7 days a week)

Telephone Banking

You can use Telephone Banking to transfer funds from your other Commonwealth Bank account(s) to your credit card account. Simply call **13 2221**, 24 hours a day, 7 days a week to transfer funds, or for more details on how to use Telephone Banking or to setup up a Telephone Banking password.

Other payment options

- Post – please make your cheque payable to 'Commonwealth Bank for the account of (account name)'. Complete all the details on the bottom portion of this statement, both front and back. Detach and mail the bottom portion with your cheque to Locked Bag 3402, BRISBANE, QLD 4000. Do not send cash.
- Branch – visit your local Commonwealth Bank branch and pay with cash, cheque or a transfer from another Commonwealth Bank account.

Important Information

- For all enquiries or to report your card as lost or stolen, please call **13 2221**, 24 hours a day, 7 days a week.
- Closing balances less than $2 may be carried forward unpaid without payments falling into arrears.
- Please check your transactions listed on this statement and report any discrepancy to the Bank before the payment due date. Please retain this statement for your records.

Cheque details

Drawer	Bank	Branch	Amount
1			
2			
3			
4			
		Total cheques	$
		Notes and coins	$
		Total	$

Proceeds of cheques, whilst credited to the account, are generally not available until cleared. Please refer to your account terms and conditions for details.

5ALB 300812

Have you considered

Online statements

Receive your monthly statements in a fast, safe, and environmentally friendly way through NetBank.
Visit **www.commbank.com.au/paperless** for more information

Setting up AutoPay

Simply decide how much you wish to pay each month and let us do the work. You can now set this up in NetBank.
Visit **http://www.commbank.com.au/autopay** for more information

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Drawer	Bank	Branch	Amount
1			
2			
3			
4			
		Total cheques	$
		Notes and coins	$
		Total	$

Proceeds of cheques, whilst credited to the account, are generally not available until cleared. Please refer to your account terms and conditions for details.

SAL8 300612

Have you considered

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Cheque details

Drawer	Bank	Branch	Amount
1			
2			
3			
4			
		Total cheques	$
		Notes and coins	$
		Total	$

Proceeds of cheques, whilst credited to the account, are generally not available until cleared. Please refer to your account terms and conditions for details.

VERIFACT

Attachment 6

VERIFACT

Attachment 7

Instructions To complete this form, please use **BLACK INK** and write in legible **BLOCK** print. Please fax your completed form along with copies of your identification documents (the photo page of your Passport if you have one, or your Driver's Licence and Birth Certificate) to First Advantage at the Return details below.

Note: *The details you provide in this form may be checked by First Advantage, an independent reference and background checking agency. Any offer of employment, investment or other decision may be dependent on receipt of satisfactory information. Please read the Privacy & Consents page carefully.*

Employer Details

Company Name

Suncorp Metway Insurance Ltd

Company Number

611

Contact Person

Cost Centre

Search Type

Standard Criminal Check

Return Details

RETURN this document to:

First Advantage
Tel: + 61 2 9017 4346
Fax: + 61 2 9017 4646
clientrelationsj@FADV.com.au

Criminal Record

Please read the General Information document before completing the Criminal History questions.

Please answer the questions bellow and list all previous permanent addresss in the last 10 years, including street/unit no., street, city, state, post code and country.

If full details of previous addresses are unavailable, details of town, state, country and year of residence will suffice. Please list in reverse order, ie most recent previous address first.

Criminal History

AFP
AUSTRALIAN FEDERAL POLICE

Office Use Only
NO EXCLUSION

CRIMINAL HISTORY INFORMATION

1. Are you the subject of any criminal charges still pending before a court?	Yes No
2. Have you been found guilty or convicted of an offence as an adult within the past ten years?	Yes No
3. Have you been found guilty or convicted of an offence as a juvenile within the past five years?	Yes No
4. Have you been found guilty or convicted of an offence for which you were sentenced to greater than 30 months imprisonment?	Yes No

If you answered YES to any of the questions above, please provide details below.

Offence

State / Province **Year of Offence**

Offence

State / Province **Year of Offence**

Details:

Police Use Only	**Return Address** (if different from billing address) FIRST ADVANTAGE AUSTRALASIA PO BOX 455 NORTH SYDNEY NSW 2059
Client Code: **5012**	**Client Reference If applicable:**

STAFF-IN-CONFIDENCE (when completed)

CRIMINAL HISTORY CHECK APPLICATION FORM FROM PERSON UNDER 18 YEARS.

The Australian Federal Police do not release information concerning the criminal history of a person under the age of 18 years to any other person unless it is required or authorized by law and / or parental/guardian consent is provided.

If you are under 18 years of age, please have a parent/guardian complete the consent form below. Should you feel due to your personal circumstances that it is inappropriate for a parent/guardian to sign this request please contact the Privacy Officer at First Advantage on + 61 2 9017 4346 or via email on clientrelationsj@FADV.com .

AFP
AUSTRALIAN FEDERAL POLICE

Office Use Only Parental Consent form CR1600

National Police Check – Parental Consent

I,..., born ..../............../.................
Please Print Full Name Date of Birth

of..
residential address

am the parent/ guardian of

...., born ..../............../.................
print full name of child Date of birth

of..
residential address

I consent to the Australian Federal Police conducting a National Police Check on my son/daughter/ward for which a completed National Police Check Application is attached,

for the purpose of...
(e.g. Immigration, Employment – eg: Childcare, teacher's aide etc)

and the subsequent release of any relevant information to:

....................................(Suncorp Metway Insurance Ltd and its authorised Agent, First Advantage) ...
....

(Department, Agency, Company etc)

Signed:.. Date: .... /.............. /................
(DD / MM / YYYY)
Parent/guardian's signature

AFP
AUSTRALIAN FEDERAL POLICE

GENERAL INFORMATION

Relating to the AFP National Police Check and Consent Forms

This form is used by applicants as part of the assessment process to determine whether a person is suitable for a position/Insurance entitlement including employment.

Unless statutory obligations require otherwise, the information provided on this form will not be used without your prior consent for any purpose other than named in your application.

POLICE RECORDS CHECK

Police records checks are an integral part of the assessment of your suitability for a position/entitlement. On this form you are asked to disclose whether you are the subject of any charges or matters still pending before a Court, or whether you have been the subject of conviction(s) or finding(s) of guilt before a Court. You are not required to reveal any conviction (s), which may be protected by Part VIIC of the Crimes Act 1914, relating to pardoned, quashed or spent convictions.

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This form may be forwarded by the employing organisation, their agent or by you direct to the Australian Federal Police (AFP), and you are asked to consent to:

(a) the AFP disclosing criminal history information from its own records to the organisation with which you are employed or are seeking employment, and/or insurance company or other public or private organisation from which you are seeking an entitlement, and;

(b) for the AFP to access the records of any State, Territory Jurisdiction and to obtain any criminal or traffic information which in turn would be disclosed to whom you are required to indicate.

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You are asked to certify that the personal information you have provided on this form is correct. If it is subsequently discovered, for example as a result of a check of police records, that you have provided false or misleading information, it may be reported by the AFP and potentially you may be assessed as unsuitable to receive the entitlement you seek.

It should be noted that the Australian Federal Police does not assess or adjudicate your application but merely provides the tools to the prospective employer or Insurer to assist them in assessing your suitability for employment or Insurance Entitlement.

SPENT CONVICTION INFORMATION

Commonwealth Spent Conviction Scheme

On 30 June 1990, Commonwealth legislation relating to the collection, use and disclosure of old conviction information came into effect. This law is commonly known as the Spent Conviction Scheme.

The aim of the Scheme is to prevent discrimination on the basis of certain old convictions, once a waiting period has passed and provided the individual has not re-offended. The Scheme also covers convictions where an individual's conviction has been set aside or pardoned.
An individual whose conviction is protected by Part VIIC of the Crimes Act 1914 does not have to disclose that conviction to any person, including a Commonwealth authority, unless an exclusion applies.

A spent conviction is a conviction for a Commonwealth, Territory, State or foreign offence which satisfies all of the following conditions:

- it is 10 years since the date of the conviction (or 5 years for juvenile offenders);
- the individual was not sentenced to imprisonment or was not sentenced to imprisonment for more than 30 months;
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Unless an exclusion applies (for example, where an individual wishes to undertake employment in certain occupations or apply for an Insurance Entitlement) once the waiting period has passed, a person does not have to disclose any conviction or finding of guilt that is protected by the provisions of the *Spent Convictions Act 2000.*

A spent conviction is one that satisfies all of the following conditions:

- It is more than 10 years (5 years for offences where the person was dealt with as a juvenile) since the date of the conviction or that the person has not been imprisoned or the person has not been subject to a control order and the person has not re-offended;
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Client Services Team
GPO Box 401
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2. A photocopy of drivers licence and/or alternate I.D. with photograph included must accompany application wherever possible.
3. If there has been a change of name, then previous and current names MUST be included on the form (e.g. maiden, de facto, deed poll, etc).
4. Applicant's signature must not be more than three months old.
5. Please ensure that all the necessary details have been completed and that the forms are signed.
6. General Information pages 7-8 do not need to be sent to the AFP and can be retained for reference.

Failure to meet the required standards will result in the form being returned for amendment

Contacts:		
General Enquiries	Phone: Email:	02 6202 3333 vetting@afp.gov.au
Disputed Record Enquiries	Phone: Email:	02 6202 3333 CriminalRecords-ClientServices@afp.gov.au

VERIFACT

Attachment 8

VERIFACT

Attachment 9

VERIFACT

Attachment 10

Attachment 11

VERIFACT

Attachment 12

VERIFACT

Attachment 13

VERIFACT

Attachment 14

VERIFACT

Attachment 15

VERIFACT

Attachment 16

Important information you should read before you sign this warning statement and the attached contract

Independent legal advice

Do you fully understand the legal consequences of signing this contract? Are you sure the advice you've been given is totally independent? Before signing the contract, the Office of Fair Trading strongly recommends you seek independent legal advice and clarify any queries or concerns you have about buying the property. Exercise extreme caution in accepting the advice of anyone referred to you by the seller or his/her agent.

If you engage *any* lawyer in relation to purchasing the property, they must give you a certificate about their independence from the seller or anyone else included in the sale, and about benefits the lawyer expects to receive from the sale.

Valuation of property

Are you sure the purchase price is fair? Before the cooling-off period expires seek independent advice from a registered valuer. Ask the valuer if they have Professional Indemnity Insurance, have a relationship with any person involved with the property you're buying, and about the valuation cost.

Further information on how to deal with valuers is available on **www.fairtrading.qld.gov.au** (search 'valuations').

Building contracts

For building contracts associated with the purchase of residential property.

- Domestic building contracts have a cooling-off period (Section 72 of the *Domestic Building Contracts Act 2000*. Please refer to the Building Services Authority of Queensland for further information on building contracts). Ensure that if you exercise your cooling-off right under the residential property contract that you also give written notice to terminate the building contract.
- Ensure that the building contract price is not over valued or inflated. Get a valuation or compare homes of similar value advertised or displayed by other home builders.

What is a cooling-off period?

You can change your mind about purchasing a property during a 5 day cooling-off period. Use this time to seek independent legal advice and an independent valuation of the property.

When does the cooling-off period start?

It begins on the day you are bound by the attached contract.

Both the buyer and the seller are bound by the contract as soon as the buyer or their agent, lawyer or personal representative receives a copy of the signed contract.

In any dispute concerning the commencement of the cooling-off period, it will be up to the seller to prove the buyer received a copy of the contract.

Note: If the buyer is bound by the contract on a day other than a business day, the cooling-off period commences on the first business day after the day the buyer is bound by the contract.

When does the cooling-off period end?

It ends at 5:00 pm on the fifth business day after the cooling-off period started.

What is a business day?

It is a day other than a Saturday, Sunday or a public holiday.

Can I waive or shorten the cooling-off period?

You may, but only by obtaining a lawyer's certificate from your solicitor. If you waive the cooling-off period you will be bound by the contract from that time, subject to the terms of the contract.

How do I terminate the contract during the cooling-off period?

At any time before the end of the fifth day cooling-off period give a signed and dated notice to the seller or the seller's agent indicating that you wish to terminate the contract.

Will I lose my deposit if I terminate the contract during the cooling-off period?

The seller must refund your deposit within 14 days of termination of the contract but may deduct a termination penalty equal to 0.25% of the purchase price.

What happens after the cooling-off period ends?

You are legally bound to buy the property, subject to the terms in the contract. Make sure you're happy with all of the terms in the contract before you sign it and before the cooling-off period ends.

Claim fund

A Claim Fund exists which, in some cases, enables a buyer who suffers financial loss as a result of dealing with a real estate agent to make a claim. Strict guidelines apply. If you suffer financial loss because of buying an investment property or buying residential property directly from a property developer you CANNOT make a claim for compensation against the Fund. There are restrictions on claims made due to property marketeering.

How do I know if I'm dealing with a licensed real estate agent or property developer?

The Office of Fair Trading can help you to identify if the person you are dealing with is a licensed real estate agent, property developer or a registered salesperson of one.

Ask the person you are dealing with for proof of their licence or registration.

Further information:

Contact **www.fairtrading.qld.gov.au** or your nearest Office of Fair Trading on 13 13 04.

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V1.0 – 01-02-06

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 4.2; 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 Act 1994* (***the Act***), section 38, 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 section 109 to 111; or
- the tenant does not sign and return the entry condition report to the lessor or the lessor's agent under section 42.

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 item 2.

(2) Each lessor named in item 1 must perform all of the lessor's obligations under this agreement.

(3) Each tenant named 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 5.2.

(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 42

(1) The lessor must prepare, in the approved form, sign and give the tenant 2 copies of a condition report for the premises.

(2) The copies must be given –

(a) if the tenancy starts on or after the signing of this agreement – when this agreement is given to the tenant for signing; or

(b) if the tenant becomes entitled to occupy the premises under this agreement after it is given to the tenant for signing – on or before the day the tenant became entitled to occupy the premises.

(3) The tenant must mark the copies of the report to show any parts the tenant disagrees with, and sign and return 1 copy to the lessor not later than 3 days after the tenant is entitled to occupy the premises.

Note: A well completed entry 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.

6 Continuation of fixed term agreement – s 46

(1) This clause applies if –

(a) this agreement is a fixed term agreement and a special term does not provide for this agreement to continue after the term ends; and

(b) a notice to leave, a notice of intention to leave or an abandonment termination notice has not been given by the lessor or the tenant to the other party before the day the term ends; and

(c) the tenant continues to occupy the premises after that day.

(2) This agreement, other than a term about this agreement's term, continues to apply on the basis that the tenant is holding over under a periodic tenancy.

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

7 Costs may apply to early ending of fixed term agreement – s 96(1A)

(1) This clause applies if –

(a) this agreement is a fixed term agreement; and

(b) the tenant terminates it before the term ends in a way not permitted under the Act.

(2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

Note: For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 230, the lessor has a general duty to mitigate (avoid or reduce) the costs.

Division 3 Rent

8 When, how and where rent must be paid – ss 47 and 48

(1) The tenant must pay the rent stated in this agreement for item 6.

(2) The rent must be paid at the times stated in this agreement for item 7.

(3) The rent must be paid –

(a) in the way stated in this agreement for item 8; or

(b) in another 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 8 or no other way agreed – in an approved way under section 47[1].

(4) The rent must be paid at the place stated in this agreement for item 9.

(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 9 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 49

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

1 Section 47 (How rent to be paid) of the Act

(a) for a periodic agreement – 2 weeks rent; or
(b) for a fixed term agreement – 1 month rent.
Note: Under section 49(2), the lessor or 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 – s 53

(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 –
(a) for a periodic agreement – 2 months after the notice is given; or
(b) for a fixed term agreement – 1 month after the notice is given.
(4) Subject to an order of a tribunal under section 53A[2], the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
(5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term –
(a) provides for a rent increase; and
(b) states the amount of the increase or how the amount of the increase is to be worked out.
(6) A rent increase is payable by the tenant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase – s 53A

(1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may, under section 53A, apply to a tribunal for an order setting aside or reducing the increase.
(2) However, the application must be made –
(a) for a periodic agreement – within 30 days after the notice is received; or
(b) for fixed term agreement – before the term ends.

12 Rent decreases – s 54

Under section 54, 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 57 and 59

(1) The tenant must, when the tenant signs this agreement, pay to the lessor or the lessor's agent any rental bond stated in this agreement for item 10.
(2) However, a special term may require the bond to be paid at another stated time or by stated instalments.
Note: There is a maximum bond that may be required. See section 77 and the information statement.
(3) 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.
(4) 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 65 to 74. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond – s 83

(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 a day by which the increase must be made.
(3) For sub-clause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings – s 89

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.

16 General service charges – ss 90 and 91

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 11.1; and
(c) either –
(i) the premises are individually metered for the service; or
(ii) this agreement states for item 12 how the tenant's apportionment of the cost of the service is to be worked out; and
(d) this agreement states for item 13 how the charge may be recovered by the lessor from the tenant.
Note: Section 91(3) limits the amount the tenant must pay.

17 Water service charges – ss 90(1A) and 91A

(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 11.2 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 91A of the Act.
Note: For details about water efficiency, see the information statement.
(4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 94(3A)(a) to (e) of the Act.
(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.

[2] Section 53A (Tenant's application to tribunal about rent increase) of the Act

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation – s 99

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 *Standard Building Regulation 2006* before the premises can lawfully be occupied
- the zoning of the land might prevent use of the land as a residence.

19 Vacant possession and quiet enjoyment – ss 100 and 101

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

(2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.

(3) The lessor or 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 109 to 114

The lessor or the lessor's agent may enter the premises during the tenancy only under sections 109 to 114[3].

Note: See the information statement for details.

21 Tenant's use of premises – ss 6 and 102

(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 45

(1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* applicable to –

(a) the occupation of the premises; or

(b) any common area available for use by the tenant with the premises.

(2) The tenant must comply with the by-laws.

[3] Sections 109 (Grounds for entry), 110 (Notice of entry), 111 (General qualifications about entry), 112 (Rules of entry), 113 (Entry under order of tribunal) and 114 (Unlawful entry of premises) of the Act

23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 14 may reside in the premises.

24 Pets

(1) The tenant may keep pets on the premises only if this agreement states for item 16.1 that pets are approved.

(2) If this agreement states for item 16.1 that pets are approved and this agreement states for item 16.2 that only –

(a) a particular type of pet may be kept, only that type may be kept; or

(b) a particular number of pets may be kept, only that number may be kept; or

(c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

Subdivision 2 Standard of premises

25 Lessor's obligations – s 103

(1) At the start of the tenancy, the lessor must ensure –

(a) the premises are clean and fit for the tenant to live in and are in good repair; and

(b) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.

(2) While the tenancy continues, the lessor must –

(a) maintain the premises in good repair and in a way that the premises remain fit for the tenant to live in; and

(b) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and

(c) keep any common area included in the premises clean.

Note: For details about the maintenance, see the information statement.

(3) In this clause –

premises include any common area available for use by the tenant with the premises.

26 Tenant's obligations – s 106(1A) and (2)

(1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.

(2) The tenant must not intentionally, maliciously or negligently damage, or allow someone else to intentionally, maliciously or negligently damage, the premises.

Subdivision 3 The dwelling

27 Supply of locks and keys – s 120

(1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.

(2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that –

(a) secures an entry to the premises; or

(b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or

(c) is part of the premises.

(3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

28 Changing locks – ss 121 and 122

(1) The lessor or the tenant may change locks if –

(a) both agree to the change; or

(b) there is a tribunal order permitting the change; or

(c) there is a reasonable excuse for making the change.

Example of a reasonable excuse –

an emergency requiring the lock to be changed quickly

(2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.

(3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless –

(a) a tribunal orders that a key not be given; or

(b) the other party agrees to not being given a key.

29 Fixtures or structural changes – ss 117 to 119

(1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note: Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

(2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement.

Examples of terms:

- that the tenant may remove the fixture
- that the tenant must repair damage caused when removing the fixture
- that the lessor must pay for the fixture if the tenant can not remove it

(3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.

(4) The lessor must not act unreasonably in failing to agree.

(5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –

(a) take action for a breach of a term of this agreement; or

(b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs – ss 123A and 123B

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

(a) a burst water service or serious water service leak;

(b) a blocked or broken lavatory system;

(c) a serious roof leak;

(d) a gas leak;

(e) a dangerous electrical fault;

(f) flooding or serious flood damage;

(g) serious storm, fire or impact damage;

(h) a failure or breakdown of the gas, electricity or water supply to the premises;

(i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;

(j) a fault or damage that makes the premises unsafe or insecure;

(k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;

(l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.

(2) ***Routine repairs*** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs – s 124

(1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either –

(a) in this agreement for item 17; or

(b) in a notice given by the lessor to the tenant.

(2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage – s 125

(1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.

(2) If the premises need routine repairs, the notice must be given to the lessor.

(3) If the premises need emergency repairs, the notice must be given to –

(a) the nominated repairer for the repairs; or

(b) if there is no nominated repairer for the repairs or the repairer can not be contacted – the lessor.

33 Emergency repairs arranged by tenant – ss 126 and 127

(1) The tenant may arrange for a suitably qualified person to make emergency repairs if –

(a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or

(b) the repairs are not made within a reasonable time after notice is given.

(2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.

Note: For how the tenant may require reimbursement for the repairs, see sections 127(2) and (3) and 128 and the information statement.

Division 7 Restrictions on transfer or subletting by tenant

34 General – ss 144 and 146

(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 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.

Note: See clause 36 and the information statement for more information on how a tenancy may be terminated under the Act.

35 State assisted lessors or employees of lessor – s 143

(1) This clause applies if the lessor is an entity receiving assistance from the State to supply rented accommodation or if 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 Termination – s 151

This agreement terminates only if –

(a) the tenant and the lessor agree in writing; or

(b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day for the premises; or

(c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day for the premises; or

(d) a tribunal makes an order terminating this agreement; or

(e) the tenant abandons the premises.

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

37 Condition premises must be left in – s 106(3)

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

Examples of what may be fair wear and tear –

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

38 Keys

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

39 Tenant's forwarding address – s 115(2)

(1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new address, tell the lessor or the agent the tenant's new residential or postal address.

(2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

40 Exit condition report – s 42A

(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 2 copies 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 copies of the report –

(a) sign the copies; 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 copies in an appropriate way; and

(c) either –

(i) if the tenant has given a forwarding address to the lessor or agent – return a copy to the tenant at the address; or

(ii) if a forwarding address has not been given – keep the copies.

(3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 6 months after this agreement ends.

41 Goods or documents left behind on premises – ss 230A to 230C

(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 230A to 230C[4] of the Act.

Note: For details of the lessor's obligations under sections 230A to 230C, 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 No other payments required from tenant – s 95A

The lessor or lessor's agent must not ask for or receive from the tenant or anyone else an amount for entering into, extending or continuing this agreement, other than an amount for rent, a rental bond, or a fee or other amount required or permitted to be paid under the Act.

43 Costs – s 39(6)

The lessor must pay all costs of preparing this agreement.

44 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.

45 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: See the information statement for a list of the approved forms.

(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 by sending it by facsimile to the address.

(4) 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.

(5) A party or the agent may change his or her address for service only by giving notice to each other party of a new address for service.

(6) On the giving of a notice of new address for service for a party or the lessor's agent, the address for service stated in the notice is taken to be the party's or agent's address for service stated in this agreement for item 1, 2 or 3.

(7) Unless the contrary is proved –

(a) a notice left at an address for service under this clause 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.

[4] Sections 230A (Goods left on premises), 230B (Documents left on premises) and 230C (Application about goods left on premises) of the Act

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Attachment 23

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Attachment 24

V1.0 – 01-02-06

Part 2 Standard Terms
Division 1 Preliminary

1 Interpretation

In this agreement –

(a) a reference to *the premises* includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and

(b) a reference to a numbered section is a reference to the section in the Act with that number; and

(c) a reference to a numbered item is a reference to the item with that number in part 1; and

(d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement

(1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008* (***the Act***), section 55, the standard terms of a general tenancy agreement.

(2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.

(3) The lessor and tenant may agree on other terms of this agreement (***special terms***).

(4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.

(5) A standard term overrides a special term if they are inconsistent.

Note –

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

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

3 More than 1 lessor or tenant

(1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.

(2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.

(3) Each tenant named in this agreement for item 2 –

(a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and

(b) must perform all the tenant's obligations under this agreement.

Division 2 Period of tenancy

4 Start of tenancy

(1) The tenancy starts on the day stated in this agreement for item 6.2.

(2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report – s 65

(1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.

(2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.

(3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days –

(a) the day the tenant is entitled to occupy the premises;

(b) the day the tenant is given the copy of the condition report.

Note –

A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

(4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

6 Continuation of fixed term agreement – s 70

(1) This clause applies if –

(a) this agreement is a fixed term agreement; and

(b) none of the following notices are given, or agreements or applications made before the day the term ends (the ***end day***) –

(i) a notice to leave;

(ii) a notice of intention to leave;

(iii) an abandonment termination notice;

(iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);

(v) a written agreement between the lessor and tenant to end the agreement.

(2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

Note –

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

7 Costs apply to early ending of fixed term agreement

(1) This clause applies if –

(a) this agreement is a fixed term agreement; and

(b) the tenant terminates it before the term ends in a way not permitted under the Act.

(2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

Note –

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

Division 3 Rent

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

(1) The tenant must pay the rent stated in this agreement for item 7.

(2) The rent must be paid at the times stated in this agreement for item 8.

(3) The rent must be paid –

(a) in the way stated in this agreement for item 9; or

(b) in the way agreed after the signing of this agreement by –

(i) the lessor or tenant giving the other party a notice proposing the way; and

(ii) the other party agreeing to the proposal in writing; or

(c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement – in an approved way under section 83(4).

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

(c) for a fixed term agreement – 1 month rent.

Note –

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

10 Rent increases – ss 91 and 93

(1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.

(2) The notice must state the amount of the increased rent and the day from when it is payable.

(3) The day stated must not be earlier than the later of the following –
  (a) 2 months after the notice is given;
  (b) 6 months after the day the existing rent became payable by the tenant.

(4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.

(5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term –
  (a) provides for a rent increase; and
  (b) states the amount of the increase or how the amount of the increase is to be worked out.

(6) A rent increase is payable by the tenant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase – s 92

(1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.

(2) However, the application must be made –
  (a) within 30 days after the notice is received; and
  (b) for a fixed term agreement – before the term ends.

12 Rent decreases – s 94

Under section 94, the rent may decrease in certain situations.

Note –

For details of the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required – ss 111 and 116

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

Note –

There is a maximum bond that may be required. See section 146 and the information statement.

(2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.

(3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example –

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

Note –

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

14 Increase in bond – s 154

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

(2) The notice must state the increased amount and the day by which the increase must be made.

(3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings – s 163

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

Examples –

body corporate levies, council general rates, sewerage charges, environment levies, land tax

(2) This clause does not apply if –
  (a) the lessor is the State; and
  (b) rent is not payable under the agreement; and
  (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges – ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if –
  (a) the tenant enjoys or shares the benefit of the service; and
  (b) the service is stated in this agreement for item 12.1; and
  (c) either –
    (i) the premises are individually metered for the service; or
    (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
  (d) this agreement states for item 14 how the tenant must pay for the service.

Note –

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

17 Water service charges – ss 164 and 166

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

Note –

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

(2 However, the tenant does not have to pay an amount –
  (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  (b) that is a fixed charge for the water service to the premises.

(3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

Note –

For details about water efficiency, see the information statement.

(4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).

(5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.

(6) In this clause –

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

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

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation – s 181

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

Examples of possible legal impediments –

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

19 Vacant possession and quiet enjoyment – ss 182 and 183

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

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

(2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.

(3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

Note –
See the information statement for details.

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

(1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.

(2) The tenant must not –
(a) use the premises for an illegal purpose; or
(b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance –

- using paints or chemicals on the premises that go onto or cause odours on adjoining land
- causing loud noises
- allowing large amounts of water to escape onto adjoining land

(c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
(d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses – s 69

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

(2) The tenant must comply with the by-laws.

23 Number of occupants allowed

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

24 Pets

(1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.

(2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only –
(a) a particular type of pet may be kept, only that type may be kept; or
(b) a particular number of pets may be kept, only that number may be kept; or
(c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

Subdivision 2 Standard of premises

25 Lessor's obligations – s 185

(1) At the start of the tenancy, the lessor must ensure –
(a) the premises are clean; and
(b) the premises are fit for the tenant to live in; and
(c) the premises are in good repair; and
(d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.

(2) While the tenancy continues, the lessor must –
(a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
(b) maintain the premises in good repair; and
(c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
(d) keep any common area included in the premises clean.

Note –
For details about the maintenance, see the information statement.

(3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if –
(a) the lessor is the State; and
(b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
(c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
(d) the non-standard items are not a risk to health or safety; and
(e) for fixtures – the fixtures were not attached to the premises by the lessor.

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

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

(1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.

(2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

Subdivision 3 The dwelling

27 Fixtures or structural changes – ss 207–209

(1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note –
Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

(2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms –
- *that the tenant may remove the fixture*
- *that the tenant must repair damage caused when removing the fixture*
- *that the lessor must pay for the fixture if the tenant can not remove it*

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

28 Supply of locks and keys – s 210

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

29 Changing locks – ss 211 and 212

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

Subdivision 4 Damage and repairs

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

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

31 Nominated repairer for emergency repairs – s 216

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

32 Notice of damage – s 217

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

33 Emergency repairs arranged by tenant – ss 218 and 219

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

Division 7 Restrictions on transfer or subletting by tenant

34 General – ss 238 and 240

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

35 State assisted lessors or employees of lessor – s 237

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

Division 8 When agreement ends

36 Ending of agreement – s 277

(1) This agreement ends only if –
(a) the tenant and the lessor agree in writing; or
(b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
(c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant

possession of the premises to the lessor on or after the handover day; or

(d) a tribunal makes an order terminating this agreement; or

(e) the tenant abandons the premises; or

(f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

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

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

Note –
See the information statement for details.

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

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

Examples of what may be fair wear and tear –
- wear that happens during normal use
- changes that happen with ageing

38 Keys

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

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

(1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.

(2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

40 Exit condition report – s 66

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

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

Note –
For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.

(2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report –

(a) sign the copy; and

(b) if the lessor or agent does not agree with the report – show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and

(c) if the tenant has given a forwarding address to the lessor or agent – make a copy of the report and return it to the tenant at the address.

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

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

(1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.

(2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

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

Division 9 Miscellaneous

42 Supply of goods and services – s 171

(1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.

(2) Subclause (1) does not apply to a requirement about a service charge.

Note –
See section 164 for what is a service charge.

43 Lessor's agent

(1) The name and address for service of the lessor's agent is stated in this agreement for item 3.

(2) Unless a special term provides otherwise, the agent may –

(a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or

(b) do any thing else the lessor may do, or is required to do, under this agreement.

44 Notices

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

Note –
See the information statement for a list of the approved forms.

(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.

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VERIFACT

Attachment 28

V1.0 – 01-02-06