

DO YOU WANT TO APPLY FOR THIS PROPERTY?

THIS IS WHAT YOU NEED TO DO NEXT:

1. Complete all documents and ensure you have copies of relevant identification information
2. Yes, you can send it via email as 1 x PDF attachment only but it is best to bring your originals in and we can copy them for you (50c per copy, please have the correct change)
3. We do not process an application without a deposit. Pay your deposit asap and send a copy of the receipt to ensure you are first in line (see RTA Deposits Fact Sheet and Trust Details supplied). ***We also request your bank account details, bank name, bsb and account name and number in the event that a deposit needs to be refunded.
4. We aim to process your application within 2 business days however if we are unable to reach your references this can delay the answer timeframe
5. You will receive SMS notifications from us so ensure you reply promptly when they are received otherwise the next applicant will be contacted
6. Should your application be accepted a lease signing appointment will need to be arranged within 24 hours of being approved. These appointments are made within business hours only and any appointments outside these hours will be charged
7. Just for your information our process is: Application and deposit, Application advice re: Successful or Unsuccessful usually within 48 hours, Lease signing appointment and then Key Handover on the Lease start date. Please note: We do not sign leases and handover keys on the same day.
8. Please call us if you have any questions 07 5529 1600

GOOD LUCK !!

**WE LOOK FORWARD TO PROVIDING YOU WITH A POSITIVE
ANSWER ASAP**

TRUST ACCOUNT DETAILS

Account name: Glow Realty Trust Account
Bank: ANZ Bank
BSB: 014527
Account: 294334021
Reference: Surname or mobile number

1. Direct deposit over the counter at ANZ

If you attend an ANZ branch and deposit over the counter you must ensure you forward a copy of the teller receipt to us to ensure the deposit is allocated against your tenancy and not somebody else's property. Most banks can add a numeric reference – please use your **mobile number**.

2. Internet bank transfer

If you manually do an internet bank transfer directly into our account you must use your surname and first initial, or the first 3 letters of the property address and Street number i.e. SmithK or Gov26.

3. Refund in the event of multiple deposits or unsuccessful application

Ensure you send us a copy of your receipt with the date and time on it as this is important if we receive multiple deposits and need to determine who deposited first.

Your Bank account details

Bank Name: _____

BSB: _____

Account Name: _____

Account number: _____

*** Ensure you include this page with your application

Application for Residential Tenancy

(One application to be completed per person)

PART 1: RENTAL PROPERTY DETAILS

ITEM 1: AGENT DETAILS

AGENCY NAME:

KH Management (Qld) Pty Ltd t/as Glow Properties (ACN096298207) or Glow Realty (ACN602485147)

ADDRESS: 2 Bath Street

SUBURB: LABRADOR

STATE: QLD

POSTCODE: 4215

PHONE:

07 5529 1600

MOBILE:

0409 234 569

FAX:

n/a

EMAIL:

applications@glowrealty.com.au

ITEM 2: PROPERTY DETAILS

ADDRESS:

SUBURB:

STATE:

POSTCODE:

Rent:

\$

Rent period:

← weekly / fortnightly / monthly

Bond: \$

Tenancy Term:

☐

Fixed term agreement

☐

Periodic agreement

Starting on:

Ending on:

PART 2: APPLICANT DETAILS

ITEM 3: CONTACT DETAILS

FULL NAME:

DATE OF BIRTH:

Have you been known by any other name(s)?

☐ Yes

☐ No

If Yes, what other name(s) have you been known by?

WORK PHONE:

MOBILE:

HOME PHONE:

EMAIL:

Driver's Licence/passport number:

State:

Number of vehicles:

Registration number(s):

ITEM 4: DEPENDANTS

Do you have any dependants?

☐ Yes

☐ No

DEPENDANT FULL NAME(S):

RELATIONSHIP TO APPLICANT:

DEPENDANT DATE OF BIRTH:

ITEM 5: SMOKING

Are you or any of the dependants living with you a smoker?

☐ Yes

☐ No

ITEM 6: PETS

Do you intend to keep pets at the property?

☐ Yes

☐ No

Number of pets:

Type of Pet/s:

Are your pets registered with a council?

☐ Yes

☐ No

If Yes, please state which council:

INITIALS

ITEM 7: APPLICANTS ADDRESS HISTORY

CURRENT RESIDENTIAL ADDRESS:			
SUBURB:		STATE:	POSTCODE:
PERIOD OF OCCUPANCY:	TYPE OF OCCUPANCY:		
	<input type="checkbox"/> Rent	<input type="checkbox"/> Owner	<input type="checkbox"/> Other: →
CURRENT AGENT/LESSOR (If renting):	AGENT/LESSOR PHONE:		
CURRENT RENT	REASON FOR LEAVING:		
\$	Rent period:	← weekly / fortnightly / monthly	
PREVIOUS RESIDENTIAL ADDRESS:			
SUBURB:		STATE:	POSTCODE:
PERIOD OF OCCUPANCY:	TYPE OF OCCUPANCY:		
	<input type="checkbox"/> Rent	<input type="checkbox"/> Owner	<input type="checkbox"/> Other: →
PREVIOUS AGENT/LESSOR:	AGENT/LESSOR PHONE:		
PREVIOUS RENT:	REASON FOR LEAVING:		
\$	Rent period:	← weekly / fortnightly / monthly	

ITEM 8: EMPLOYMENT DETAILS

Are you employed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No (if no, please provide details of previous employer, if any)
Employment status:	<input type="checkbox"/> Full time	<input type="checkbox"/> Part time
	<input type="checkbox"/> Casual	<input type="checkbox"/> Contract
	<input type="checkbox"/> Self employed	
OCCUPATION:	NET INCOME (per week)	
	\$	
DATE COMMENCED EMPLOYMENT (approx.)	DATE TERMINATED EMPLOYMENT (if any):	
EMPLOYER/BUSINESS NAME:	PHONE:	
ADDRESS:		
SUBURB:	STATE:	POSTCODE:
IF SELF EMPLOYED, ACCOUNTANT'S NAME:	PHONE:	

ITEM 9: CENTRELINK PAYMENTS

Are you receiving any regular Centrelink payments?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
DESCRIPTION OF PAYMENT(S):		
TOTAL INCOME (PER WEEK):	DATE PAYMENTS COMMENCED:	
\$		

ITEM 10: STUDENT DETAILS

Are you studying full time?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
NAME OF EDUCATION INSTITUTION YOU ARE CURRENTLY ATTENDING:		STUDENT IDENTIFICATION NUMBER:
Are you an overseas student?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, Visa expiry date:		

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ITEM 11: PERSONAL REFERENCES

Please do not list relatives, another applicant or partners and provide business hours contact numbers.

REFEREE 1:

RELATIONSHIP:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE/MOBILE:

REFEREE 2:

RELATIONSHIP:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE/MOBILE:

ITEM 12: PERSONAL REPRESENTATIVE

i.e. preferred person(s) to be contacted in the event of an emergency.

REPRESENTATIVE 1:

RELATIONSHIP:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE/MOBILE:

REPRESENTATIVE 2:

RELATIONSHIP:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE/MOBILE:

PART 3: SUPPORTING DOCUMENTS**ITEM 13: IDENTIFICATION**

You are required to meet a 100 point identification criterion upon submission of your application. The Agent/Lessor may photocopy any item and retain as part of your application.

Please tick the identifying documents you have provided with your application.

IMPORTANT: At least one form of Photo Identification MUST be provided.

70 Points

☐ Passport

☐ Full birth certificate

☐ Citizenship certificate

40 Points

☐ Australian Driver's Licence

☐ Student Photo ID

☐ Department of Veterans Affairs card

☐ Centrelink card

☐ Proof of age card

☐ State/Federal Government Photo ID

25 Points

☐ Medicare card

☐ Council rates notice

☐ Motor vehicle registration

☐ Telephone bill

☐ Electricity bill

☐ Gas bill

☐ Tenancy History Ledger

☐ Bank statement

☐ Credit card statement

☐ Last FOUR rent receipts

☐ Rent bond receipt

☐ Previous tenancy agreement

ITEM 14: PROOF OF INCOME

You are also required to supply the Agent/Lessor with proof of your income upon submission of your application.

Employed: Last TWO pay slips.

Self employed: Bank statements, Group Certificate, Tax Return or Accountant's letter.

Not employed: Centrelink statement.

INITIALS

PART 4: DECLARATION

PLEASE DECLARE THE FOLLOWING BY SELECTING EITHER TRUE or FALSE

I, the Applicant

- | | | |
|---|-------------------------------|--------------------------------|
| 1. Have never been evicted by an Agent/Lessor | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 2. Have no known reasons that would affect my ability to pay rent | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 3. Was refunded the rental bond for my last address in full (if applicable) | <input type="checkbox"/> True | <input type="checkbox"/> False |

If false, please advise what deductions were made from your bond?

- | | | |
|--|-------------------------------|--------------------------------|
| 4. Have no outstanding debt to another Agent/Lessor? | <input type="checkbox"/> True | <input type="checkbox"/> False |
|--|-------------------------------|--------------------------------|

If false, why are you in debt to your past Agent/Lessor?

PART 5: ACKNOWLEDGEMENT

PLEASE ACKNOWLEDGE THE FOLLOWING BY SELECTING EITHER YES or NO

I, the Applicant

- | | | |
|---|------------------------------|-----------------------------|
| 1. Acknowledge that my personal contents insurance is not covered under any Lessor insurance policy/s and understand that it is my responsibility to insure my own personal belongings. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Understand that you as the Agent/Lessor have collected this information for the purpose of determining whether I am a suitable tenant for the property - in particular to check my identification, my ability to care for the property, my character and my creditworthiness. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2.1 for such purposes, I authorise you to contact the persons named in this application, and to undertake such enquiries and searches (including tenancy databases searches) as you consider reasonably necessary. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2.2 in doing so, I understand that information provided by me may be disclosed to, and further information obtained from, referees named in this application and other relevant third parties. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Acknowledge and accept that if this application is denied, the Agent is not legally obliged to provide reasons as to why. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Consent and understand that should my tenancy be accepted and upon commencement of the tenancy agreement, there may be cause for the Agent/Lessor to pass my details onto others which may include (but is not limited to) insurance companies, body corporates, contractors, other real estate agents, salespeople and tenancy default databases. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Acknowledge that I have received and reviewed the General Tenancy Agreement (Form 18a), the Standard Terms and any special terms before completing this application. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Acknowledge that I have received or have available the Information Statement (Form 17a), body corporate by-laws (if applicable) before completing this application. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Acknowledge that I have signed the agency's Privacy Notice and Consent. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Acknowledge that the Lessor and Applicant (tenant) are bound by this agreement immediately upon communication of either the lessor or agent's acceptance of the application. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. Consent to the use of email and facsimile in accordance with the provisions set out in Chapter 2 of the <i>Electronic Transactions (Queensland) Act 2001 (Qld)</i> and the <i>Electronic Transactions Act 1999 (Cth)</i> . | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 10. Declare that the above information is true & correct and that I have supplied it of my own free will. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Name of Applicant:

Signature: Date:

Glow Realty Tenancy Application Guidelines

As you are completing the Application for Residential Tenancy form, please read the guidelines below to ensure you are aware of our procedures and to ensure your application is processed expediently.

1. Ensure all sections are correctly completed. Please do not leave any blanks. If the Item is not relevant please cross out and mark N/A (not applicable).
2. Any Personal references you supply:
 - (a) Should not include any co-applicant
 - (b) Should not include your relatives
 Any Personal Representatives you supply:
 - (c) Are only those that should be contacted in an emergency
 If any of your references is a shift worker, please indicate this on the application form as we do not want to disturb people out of their normal sleeping hours.
3. If you are a smoker, some owners request that this only be permitted outside the property. A clause will be placed in the lease agreement that states this and also you must not leave any butts or debris in the garden or outside the property.
4. You will **not be permitted to sublet** the property at any time. This means you are not permitted to rent out a room to another third party. This does not mean where you are charging your children board.
5. Any other adults that are residing in the property must complete their own individual application. This also includes those who are adult children, partners and parents even if they are not working. The only persons it does not relate to is elderly parents whereby one of the tenants is their permanent fulltime caregiver.
6. Any pets that are intended to be kept on the premises **must be approved in writing by the owner**. The pets must be registered with the local Council authority and a copy of the registration should be supplied with your application. In the case of a dog, if your dog is considered a dangerous breed – you must provide the relevant Council documentation in regards to the animal.
7. If the property you are intending to rent is part of a Community Title Scheme this means that **By-Laws will also become part of your lease agreement**. A copy of the By-Laws will be supplied to you for your consideration. Please note in the circumstances where By-Laws are not adhered to we reserve the right to Breach any tenants for non performance under their Lease agreement.
8. If the property you are applying for is a Water Efficient property you may be responsible for all water charges at the property. We will advise you if the property is water efficient or otherwise so you understand that you may be invoiced for water consumption. If the property is not considered Water Efficient but does not comply with certain requirements you may be charged for excess water only.
9. If the property you are applying for is suitable for Pay Television connection, you must seek permission from the owner prior to arranging installation of same. In the circumstance of dish required, you must not proceed with the installation of a satellite dish without written approval of the owner (or nominated Agent).
10. If you require additional telephone lines, power points or television aerial connection points, you understand that these will be at your own cost and permission must be sought in writing prior to installation of same.
11. We will request information in relation to how many vehicles will be kept at the property including the make and model. You will be asked to ensure that no vehicles over the age of 5 years leak oil in the parking bay, garage or driveway of the property and you will be responsible for removal of residue at your own cost.

12. We will be contacting your employer, or your accountant if you are self employed, to verify information supplied with the Application form. Please provide all phone numbers and email addresses that relate to your verification of your income. In the circumstance where your ability to be able to pay your rental commitment under the application is unclear, we will request bank account statements to ascertain your financial stability.
13. We will be contacting your current lessor. In the situation where you have not given notice, please advise us on your application as we will ensure we are cautious requesting a reference from them and do not wish to place you in a difficult position. We also will be contacting your previous lessor. Please ensure as much information as possible is supplied on your application to allow these contacts to occur quickly.
14. If you are not an Australian citizen we will request a copy of your current Visa.
15. If you are relocating to the Gold Coast and are seeking employment please refer to point 12 above.
16. If you are 18-22 years of age, we may request that your parents also become guarantors under the lease agreement.
17. **We will be asking you for a Deposit which will be equivalent to one week's rent. You will receive a Trust Account** receipt for this deposit and you have 24 hours from receipt to withdraw from the property. After that 24 hours, the deposit will be placed against the property if your application is successful. If your application is unsuccessful it will be returned to you within 48 hours. You will need to provide current bank BSB and Account numbers for the deposit to be returned to you. If this information is not supplied within 3 working days then we will forward a trust account cheque within 7 days to an address nominated. Please be aware we do not return any deposit in cash.
18. We will be contacting **TICA Default Tenancy Control Pty Ltd** and making an enquiry to see if you are a listed default tenant. If you are default tenant listed on TICA we recommend you provide us with as much information as possible regarding your listing.
19. We do not accept Bond Transfers.
20. Any visitors or guests that you may have staying with you in the property in excess of 4 weeks must be approved occupants of the property by the Owner (or nominated agent).
21. **We are applying for this property in its' current condition and presentation** form.

Our aim to process your application within 24 – 48 hours and advise that the owner of property will make the final decision on who will become the successful applicant. We ask that you sign and date below and return these Guidelines to us with your Tenancy Application. We also refer to you the 17a Pocket Guide for Tenants, Lease Agreement and Special Conditions and the Glow Realty Privacy Policy Statements attached. We acknowledge these Guidelines supplied to me/us and are satisfied with them or are in the process of seeking additional information from Glow Realty.

Tenant Applicant 1

Tenant Applicant 2

Name print

Name print

Signature

Signature

Date

Date

Tenant Applicant 3

Tenant Applicant 4

Name print

Name print

Signature

Signature

Date

Date

Privacy Disclosure Form

This form provides information about how we use your personal information, as required by the Australian Privacy Principles in the Privacy Act 1988, and seeks your consent to disclosures to the TICA Group of companies (TICA) in specified circumstances. If you do not consent to the disclosure of your personal information to TICA we can not process your application. As a professional asset manager we collect personal information about you. The information we collect can be accessed by you by contacting our office.

Primary Purpose:

Before a tenancy is accepted we collect your information to assess the risk to our clients in providing you with a property you have requested to rent and if considered acceptable provide you with a tenancy for the property. In order to assess your application we disclose your personal information to: The Lessor / Owners for approval or rejection of your application, TICA Default Tenancy Control Pty Ltd and TICA Assist Pty Ltd to assess the risk to our clients and verify the details provided in your tenancy application, Any other persons to validate information supplied in your application and Other Real Estate Agents to assess the risk to our clients

Secondary Purpose:

During and after the tenancy we may disclose your personal information to: Trades people to contact you for repairs and maintenance of the property, Tribunals or Courts having jurisdiction seeking orders or remedies, Debt Collection Agencies and affiliated industries, TICA Default Tenancy Control Pty Ltd to record details of your tenancy history, Lessors / Owners insurer in the event of an insurance claim and Future rental references to other asset managers / owners.

TICA Statement

As the TICA Group may collect personal information about you, the following information about the TICA Group is provided in accordance with the Australian Privacy Principles in the Privacy Act 1988. TICA Default Tenancy Control Pty Ltd (ABN 84 087 400 379) is a tenancy database that records tenants personal information from its members including tenancy application inquiries and tenancy history. TICA Assist Pty Ltd (ABN 28137 488 503) is a database company that records information from mercantile agents and associated industries. In accordance with the Australian Privacy Principles you are entitled to have access to any personal information that we may hold on any of our databases. To obtain your information from the TICA Group proof of identity will be required and can be made by mail to: TICA Public Inquiries PO BOX 120, CONCORD NSW 2137 a fee of \$19.80

TICA Primary Purpose

The TICA Group collects information from its members and provides such information to other members as a risk management system for the purpose of assessing a tenancy application. The TICA Group does not provide any information that it collects to any other individual or organization other than its own group of companies for any other purpose other than assessing a tenancy application or risk management system or locating system other than government departments and or agencies allowed by law to obtain information from the TICA Group.

The personal information that the TICA Group may hold is as follows: Name, date of birth, drivers license number, proof of age card number and or passport number (except Australian) and address at time of making a tenancy application, comments made by a TICA member in relation to your tenancy, which members you rented through and which members you applied to and which members are seeking you.

Signed by the Applicant

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____



Privacy Notice and Consent

I authorise employees of Glow Realty Pty Ltd, and independent contractors of Glow Realty Pty Ltd including their directors, officers and employees, to obtain relevant information from, and release relevant information to, the parties described below to assist with my involvement with Glow Realty Pty Ltd. I understand that I can revoke my authority at any time. I acknowledge that if I revoke my authority, or if I decline to provide information as requested by Glow Realty Pty Ltd, Glow Realty Pty Ltd may be unable to provide the products or services I have requested.

Glow Realty Pty Ltd ACN 602485147 is committed to protecting your privacy in compliance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs). This document sets out Glow **Realty Pty Ltd's condensed Privacy Notice**.

Information Collection, Use and Disclosure

During the course of your involvement with Glow Realty Pty Ltd, we may collect, use or disclose personal information about you for the following purposes:

- Assisting you to sell your property;
- Assisting you to purchase a property;
- Assisting you to lease a property (either as lessor or lessee);
- Assisting you with payment or refund of a bond;
- Assisting you with tenancy disputes;
- Coordinating repairs or maintenance of a property owned or leased by you;
- Recording or accessing information at the Titles Registry Office or other government agency;
- Recording or accessing information at the Residential Tenancies Authority;
- Recording or accessing information on tenancy information services or databases;
- Client and business relationship management;
- Marketing of products and services to you;

The types of personal information we may collect, use or disclose about you includes but is not limited to:

- Your full name;
- Your date of birth;
- Your residential address;
- Your postal address;
- Your email address;
- Your home telephone number;
- Your work telephone number;
- Your mobile telephone number;
- Your occupation and business address;
- Financial information including details of your employer, income, name of bank or financial institution;
- Details of your spouse, de facto, dependent children, and roommates;
- Details of properties owned by you;

In order to provide products and services to you, we may disclose your personal information to the persons/organisations described below:

- In the event that you are a seller or a lessee, we may disclose your personal information to prospective buyers of the property owned or leased by you;
- In the event that you are a buyer or a lessee, we may disclose your personal information to the sellers of the property you are purchasing or leasing;
- Your legal advisor(s) and the legal advisor(s) representing the other party(s) involved in your transaction;
- Your financial institution and/or financial advisor;

- Insurance providers and brokers;
- Utility providers and utility connection service providers;
- Persons or organisations involved in providing, managing or administering your product or service including independent contractors engaged by us as real estate agents;
- Tradespeople engaged by us to repair or maintain a property owned or leased by you;
- Organisations involved in maintaining, reviewing and developing our business systems, procedures and infrastructure including maintaining or upgrading our computer systems;
- Persons or organisations involved in purchasing part or all of our business;
- Our related companies;
- Organisations involved in the payments systems including financial institutions, merchants and payment organisations;
- The Titles Registry Office or other government agencies;
- The Residential Tenancies Authority;
- Police;
- Tenancy information services or databases;
- Real estate websites;
- Real estate peak bodies;

Whenever it is reasonable or practicable to do so, we will collect your personal information directly from you. Sometimes it will be necessary for us to collect information from a third party or a publicly available source, such as a credit reporting agency, your legal adviser, your past or current employers, your previous lessors or property managers, and tenancy information services or databases.

In the course of providing services to you, it may be necessary for us to enter your personal information into forms generation software and real estate websites. Depending on the terms of use of such software and websites, a third party may acquire rights to use or disclose information entered into the relevant forms or websites.

In the event that you do not consent to Glow Realty Pty Ltd collecting and releasing your personal information as described above, we may be unable to provide the services requested by you.

Access to, and correction of personal information

You have the right to request access to your information and to request that Glow Realty Pty Ltd update or correct your personal information. A charge may apply for providing access to your information.

Contacting Us

You may contact us by mail, email or telephone as follows:

Mail: PO Box 611 Labrador Qld 4215

Email: info@glowrealty.com.au

Phone: 07 5529 1600

Name

Signature

Name

Signature

Date

PROPERTY DEPOSIT - FREQUENTLY ASKED QUESTIONS

How does it work?

As per Clause 17 of your Guidelines:

We will be asking you for a Deposit which will be equivalent to one week's rent. You will receive a Trust Account receipt for this deposit and you have 24 hours from receipt to withdraw from the property. After that 24 hours, the deposit will be placed against property bond if your application is successful. If your application is unsuccessful it will be returned to you within 48 hours. You will need to provide current bank BSB and Account numbers for the deposit to be returned to you. If this information is not supplied within 3 working days then we will forward a trust account cheque within 7 days to an address nominated. Please be aware we do not return any deposit in cash.

Is it Legal?

It is 100% in accordance with legislation. Please see **Residential Tenancies and Rooming Accommodation Act 2008 Act No. 73 of 2008 Division 2 Holding deposits (Sections 159 to 161)** on the back of this page.

Can I change my Mind?

Yes you have 24 hours to change your mind to advise us in writing you no longer wish to proceed. Please ensure you provide your bank account details for your refund.

Starting From Date

Your deposit must be received with your application. We do not accept so an internet banking transfer is preferred. This is the commencement of the 24 hour period.

How long does it take to process my Application?

Our aim to process your application within 24 – 48 hours and advise that the owner of property will make the final decision on who will become the successful applicant. Please note this can take longer if your referees delay in providing information requested.

How do I know I am Successful?

We will advise you in writing the outcome of the application. This may be via SMS or email. Please note you required to sign a lease within 24 hours of being advised you are successful.

What happens to my Deposit when I am Approved?

It is transferred towards your Bond due on the property.

What happens to my Deposit if I am Not Approved?

If your application is unsuccessful it will be returned to you within 48 hours. You will need to provide current bank BSB and Account numbers for the deposit to be returned to you. If this information is not supplied within 3 working days then we will forward a trust account cheque within 7 days to an address nominated. Please be aware we do not return any deposit in cash.

Can I lose my Deposit?

Yes, you can. The only way the deposit is lost is when you forfeit the deposit by not proceeding with a lease signing after being advised you have been approved in writing.

NO APPLICATIONS ARE PROCESSED WITHOUT A DEPOSIT Only one deposit is received at a time, it is a First in Best Dressed policy. If you are not serious about this property, do not apply.

Residential Tenancies and Rooming Accommodation Act 2008

Act No. 73 of 2008

Division 2 Holding deposits (Sections 159 to 161)

159 Payment of holding deposits

- (1) A person may require a prospective tenant to pay, or accept from a prospective tenant, a holding deposit for a tenancy of premises.
- (2) However, a person must not do either of the following during the option period relating to the payment of a holding deposit by a prospective tenant for the same premises—
- (a) require another prospective tenant to pay a holding deposit;
 - (b) accept a holding deposit from another prospective tenant.
- (3) In this section—
option period, for an option created by the payment of a holding deposit, means—
- (a) the period stated in the receipt for the payment as the period in which the option may be exercised; or
 - (b) if a period is not stated—the period ending 48 hours after the receipt is given.

160 Receipts for holding deposits

- (1) A person receiving a holding deposit must give a receipt for the deposit as required by this section.
- (2) The receipt must—
- (a) be given to the person paying the deposit when the deposit is received; and
 - (b) be signed by the person receiving the deposit.
- (3) The receipt must state the following—
- (a) the name of the person receiving the deposit;
 - (b) the tenant's name and, if the person receiving the deposit is not the lessor, the lessor's name;
 - (c) the address of the premises for which the deposit is paid;
 - (d) the date the deposit is received;
 - (e) the amount of the deposit;
 - (f) that the payment is a holding deposit;
 - (g) when the option to enter into an agreement may be exercised.

161 Rights and obligations about holding deposits

- (1) A holding deposit paid to or for a prospective lessor of residential premises is forfeited to the prospective lessor if—
- (a) the prospective tenant does not, within the option period—
 - (i) exercise the option to enter into an agreement for the premises; or
 - (ii) notify the prospective lessor of the intention not to exercise the option; or
 - (b) having exercised the option, the prospective tenant fails to take all necessary and reasonable steps to enter into the agreement.
- (2) If the holding deposit is not forfeited but the agreement is not entered into, the prospective lessor must refund the deposit to the prospective tenant within 3 days after the prospective tenant notifies the prospective lessor of the intention not to exercise the option.
- (3) If the holding deposit is not refunded, it may be recovered by the prospective tenant as a debt owing by the prospective lessor to the tenant.
- (4) If the prospective tenant exercises the option, the prospective lessor or prospective lessor's agent must take all necessary and reasonable steps to ensure the prospective lessor enters into the agreement.
- (5) If the agreement is entered into—
- (a) the holding deposit must be applied in full or part payment of the rental bond for the agreement; and
 - (b) if an amount remains from the deposit after payment of the rental bond – the amount must be applied in payment of rent

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy details

Item 1

1.1 Lessor

Name/trading name c/KH Management (Qld) Pty Ltd ACN096298207

Address

PO Box 611 Labrador QLD

Postcode 4215

1.2 Phone

Mobile

Email

(07) 5529 1600

0409 234 569

info@glowproperties.com.au

Item 2

2.1 Tenant/s

Tenant 1 Full name/s

Phone

Email

Tenant 2 Full name/s

Phone

Email

Tenant 3 Full name/s

Phone

Email

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

Item 3

3.1 Agent if applicable. See clause 43

Full name/trading name KH Management Pty Ltd t/a Glow Properties

Address

2 Bath Street

LABRADOR

QLD

Postcode 4215

3.2 Phone

Mobile

Email

07 5529 1600

0409 234 569

info@glowproperties.com.au

Item 4

Notices may be given to

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

4.1 Lessor

Email Yes ☐ No ☒Facsimile Yes ☐ No ☒

4.2 Tenant/s

Email Yes ☒ No ☐

as provided from time to time

Facsimile Yes ☐ No ☒

4.3 Agent

Email Yes ☒ No ☐

info@glowproperties.com.au

Facsimile Yes ☐ No ☒

Item 5

5.1 Address of the rental premises

Postcode 4211

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

All items as per Entry Condition Report provided.

Item 6

6.1 The term of the agreement is

☒ fixed term agreement☐ periodic agreement

6.2 Starting on

/ /

6.3 Ending on

/ /

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

Dates as agreed



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

AS advertised



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

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

Item 9 Method of rent payment Insert the way the rent must be paid. See clause 8(3)

Electronic bank transfer, Bank cheque or Australian Post money order

Details for direct credit

BSB no. 014527

Bank/building society/credit union

ANZ

Account no. 250806779

Account name

Glow Properties Trust Account

Payment reference

To be added in

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

ANZ Bank or during business hours at 2 Bath St, Labrador, QLD, 4215 (bank cheque or money order only)

Item 11 Rental bond amount \$ See clause 13

← x4 weekly rent

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

Electricity ☒ Yes ☐ No

Gas ☐ Yes ☒ No

Phone ☒ Yes ☐ No

Any other service that a tenant must pay

☒ Yes ☐ No

Type Pay television if installed, additional phone lin

See special terms (page 8)

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

☒ Yes ☐ No

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

Electricity 100%

Any other service stated in item 12.1

100%

Gas

n/a

See special terms (page 8)

Phone

100%

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

Electricity Direct to supplier

Gas Direct to supplier

Phone Direct to supplier

Any other service stated in item 12.1

See special terms (page 8)

Direct to supplier

Item 15 Number of persons allowed to reside at the premises

☐ See clause 23

AS agreed

Item 16 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? See clause 22

☐ Yes ☐ No

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22

☐ Yes ☐ No

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

AS agreed if pets approved

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

Type Number Type Number

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

Electrical repairs Please contact agent direct for all repairs

Phone (07) 5529 1600

Plumbing repairs Please contact agent direct for all repairs

Phone (07) 5529 1600

Other Please contact agent direct for all repairs

Phone (07) 5529 1600

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
- (b) for a fixed term agreement - 1 month rent.

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

10 Rent increases - ss 91 and 93

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

11 Application to tribunal about excessive increase - s 92

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

12 Rent decreases - s 94

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

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

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

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

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

14 Increase in bond - s 154

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

- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings - s 163

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

16 General service charges - ss 164 and 165

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

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either -
 - (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

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

17 Water service charges - ss 164 and 166W

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.
- Note* - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount -
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

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

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

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

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

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

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

Examples of possible legal impediments -

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

19 Vacant possession and quiet enjoyment - ss 182 and 183

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

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

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

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

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

Note - See the information statement for details.

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

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
- (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

- using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - causing loud noises
 - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses - s 69

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

23 Number of occupants allowed

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

24 Pets

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

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
- (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must -
- (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean.
- Note -* For details about the maintenance, see the information statement.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
- (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures - the fixtures were not attached to the premises by the lessor.
- (4) In this clause -
- non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.
- premises** include any common area available for use by the tenant with the premises.

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

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

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 207-209

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

Examples of terms -

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

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

- (1) The lessor or the tenant may change locks if -
- (a) both agree to the change; or
 - (b) there is a tribunal order permitting the change; or
 - (c) there is a reasonable excuse for making the change.

Example of a reasonable excuse -

an emergency requiring the lock to be changed quickly

- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -
- (a) a tribunal orders that a key not be given; or
 - (b) the other party agrees to not being given a key.

Subdivision 4 Damage and repairs

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

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

31 Nominated repairer for emergency repairs - s 216

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

32 Notice of damage - s 217

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

33 Emergency repairs arranged by tenant - ss 218 and 219

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

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

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

35 State assisted lessors or employees of lessor - s 237

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

Division 8 When agreement ends

36 Ending of agreement - s 277

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

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

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

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

Note - See the information statement for details.

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

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

Examples of what may be fair wear and tear -

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

38 Keys

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

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

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

40 Exit condition report - s 66

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

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

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

Division 9 Miscellaneous

42 Supply of goods and services - s 171

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

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

43 Lessor's agent

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

44 Notices

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

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

Refer to attached special terms approved by the Real Estate Institute of Queensland.

- A. The tenant(s) acknowledge that by signing the attached Annexure A it is part of this legal binding agreement.
B. The tenant(s) agree the following terms and conditions form part of this lease agreement:

1. The initial rent payment made will be equivalent to 2 weeks rent as agreed and then fall fortnightly in advance.
2. The attached Special Conditions form part of this agreement.
3. If driving a motorbike, scooter or motor vehicle the tenant(s) must ensure no oil is leaking onto the driveway or exclusive use parking areas. If it is leaking then tenant(s) must use a drip tray and thoroughly clean spills.
4. Any tenants or guests who smoke, MUST NOT do this inside the house but only outside the property at all times. Any debris must be cleaned up and removed.
5. Special Conditions and By-Laws Attached

Names of Approved Occupants:

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

Signature of lessor/agent

Name/trading name

KH Management (QLD) Pty Ltd t/as Glow Properties

Signature

Date

/ /

in the presence of (witness)

Print name

Witness signature

Date

/ /

Signature of tenant 2

Print name

Signature

Date

/ /

in the presence of (witness)

Print name

Witness signature

Date

/ /

Signature of tenant 1

Print name

Signature

Date

/ /

in the presence of (witness)

Print name

Witness signature

Date

/ /

Signature of tenant 3

Print name

Signature

Date

/ /

in the presence of (witness)

Print name

Witness signature

Date

/ /



residential
tenancies
authority

1300 366 311
rta.qld.gov.au

Form 17a

Pocket guide for tenants

houses and units

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the *Residential Tenancies and Rooming Accommodation Act 2008*. The RTA provides tenancy information, bond management, dispute resolution, investigation, policy and education services.

When renting...

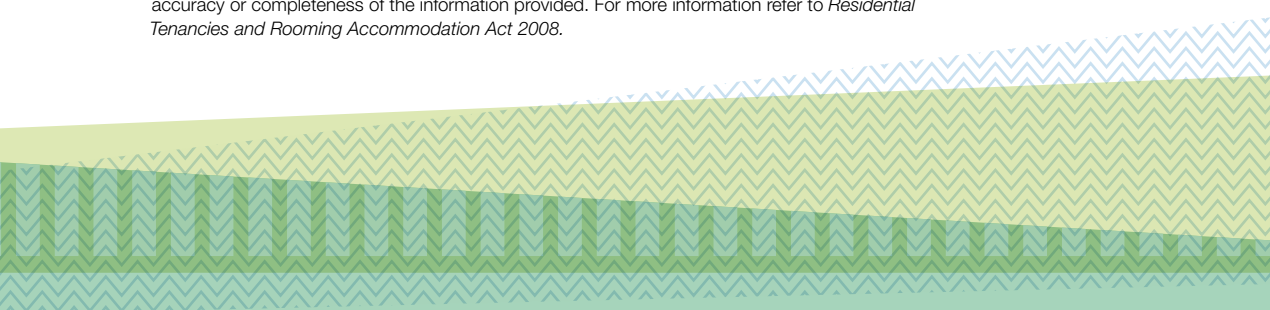
You must

- » pay the rent on time
- » keep the property clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- » abide by the terms of the tenancy agreement
- » respect your neighbours' right to peace and quiet

The lessor/agent must

- » ensure the property is vacant, clean and in good repair at the start of the tenancy
- » respect your privacy and comply with entry requirements
- » carry out repairs and maintenance
- » meet all health and safety laws
- » lodge your bond with the RTA

This information is for general guidance only. It is not legal advice. The RTA cannot guarantee the accuracy or completeness of the information provided. For more information refer to *Residential Tenancies and Rooming Accommodation Act 2008*.



Welcome

to your new home

Please take a few minutes to read this guide which explains some of the basic rules of renting in Queensland.

If you need extra information you can download more detailed renting guides from our website.

Your new details

Lessor/agent's name and contact details:

.....

Bond number:

Tenancy ends:

Emergency repairs contact:



Moving in

Tenancy agreement

A *General tenancy agreement* (Form 18a), also called a lease, is a legally binding written contract between you and the lessor/agent. It must include standard terms and may include special terms (e.g. keeping pets, pest control).

You and the lessor/agent must sign the agreement and you should be given a copy.

Period of tenancy agreement:

- » Fixed term agreement – has a start date and an end date and you agree to rent the property for a fixed amount of time (e.g. 12 months)
- » Periodic agreement – when you agree to rent the property for an unspecified amount of time (there will be a start date but no end date)

Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RTA. The lessor/agent must not hold your bond. Once the bond is paid the lessor/agent must give you a receipt and complete a *Bond lodgement* (Form 2) which you must sign. The lessor/agent must lodge the bond with the RTA within 10 days. You will receive notification from the RTA once the bond has been lodged.

Bond increases

Your bond can be increased if your rent is increased. It must be at least 12 months since the last increase and you must be given 1 month's notice. Extra bond money must be lodged with the RTA.

Rent

Generally you will be asked to pay rent in advance before, or when, you move in. You can't be asked to pay more rent until it has been used up.

- » For a fixed term agreement: a maximum of 1 month's rent in advance
- » For a periodic agreement: a maximum of 2 weeks rent in advance

Rent increases

It must be at least 6 months since the last increase.

Rent cannot be increased during a fixed term agreement unless it is stated in the agreement and even then 2 months notice (in writing) must be given.

Rent can be increased in a periodic agreement by giving 2 months notice (in writing).

Rent decreases

Rent decreases may occur when there is a drop in the standard of the property; if there is a decrease in services provided (e.g. the availability of car parking) or if a natural disaster (e.g. flooding, fire) makes the property partially unfit to live in.

Water usage

You can be charged full water consumption costs only if the lessor meets a specific set of conditions. Visit our website for more details.

Electricity/gas/phone/internet

Check your tenancy agreement – in most cases you will need to arrange connection.

Entry condition report

The lessor/agent must give you an *Entry condition report* (Form 1a).

It records the condition of the property at the start of the tenancy and is an important document if there is a dispute about the condition of the property when you move out. You must complete it and return a signed copy to the lessor/agent within 3 days. The lessor/agent must give you a copy of the final report within 14 days.



During a tenancy

Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. The lessor/agent is responsible for ensuring the property is fit to live in and in a good state of repair. They must also make sure it complies with any health and safety laws.

Repairs

The lessor/agent generally carries out any repairs or organises someone to do so. You should not carry out repairs without written consent. When entering the property to fix the problem the lessor/agent must comply with the appropriate entry notice period.

If you or your guests damage the property, you may have to pay for the repairs.

Fixtures

Fixtures can only be added with the lessor/agent's written consent and they do not have to agree to the request if they give a good reason.

What to do in an emergency

If the lessor/agent or nominated repairer listed on your agreement cannot be contacted, you can arrange for a qualified person to carry out emergency repairs, to a maximum value of 2 weeks rent. If you pay the repairer you will need to give all receipts to the lessor/agent who must pay you back within 7 days. Keep copies of all receipts. Check your agreement to clarify what is meant by an emergency repair.

Smoke alarms

By law, owners of all houses and units in Queensland must install at least one working smoke alarm. You and the lessor/agent have responsibilities regarding any smoke alarms on the property. Visit fire.qld.gov.au for more details.

Inspections and viewings

Routine inspections are often carried out every 3 months to ensure the property is well cared for and there are no maintenance or health and safety issues.

The lessor/agent may also need to enter the property for repairs or a viewing if it is being put up for sale. In most cases they must give you an *Entry notice* (Form 9) before they can enter. However, the lessor/agent may enter in an emergency or if you verbally agree with the entry. Entry must occur at a reasonable time. Visit our website for more details.

Problems

If you do something wrong

If you breach the agreement, the lessor/agent can issue a *Notice to remedy breach* (Form 11).

Example: you fall more than 7 days behind in rent or do not keep the property in the agreed condition.

If you don't fix the problem you may be given a *Notice to leave* (Form 12) by the lessor/agent.

If the lessor/agent does something wrong

If the lessor/agent breaches the agreement, you can issue a *Notice to remedy breach* (Form 11).

Example: the lessor/agent fails to keep the property well maintained or enters the property without the correct notice.



Resolving problems

Good communication is the key to resolving most problems. Find out your rights and responsibilities and try to resolve disputes with the lessor/agent directly. If this does not work the RTA's dispute resolution service may be able to help. If it remains unresolved you may be able to take the matter to the Queensland Civil and Administrative Tribunal (QCAT).

Extending your fixed term tenancy

If you want to stay on under a new fixed term agreement, and there are no changes other than the end date, you and the lessor/agent should sign a letter or statement that includes the new date.

If there is to be a change to any of the terms of the agreement then the lessor/agent will need to prepare a new written tenancy agreement. You and the lessor/agent must sign the new agreement before the old one ends. If there is a significant change (e.g. a rent increase you think is excessive) you can dispute it but only after you've signed the new agreement.

If the end date of a fixed term agreement goes by without any contact between you and the lessor/agent, the agreement continues as a periodic agreement.



Moving out

Ending your fixed term or periodic agreement

You cannot move out at the end of a fixed term agreement without giving notice.

If you wish to leave you must give 14 days notice in writing. If the lessor/agent wants you to leave they must give you 2 months notice.

You must continue to pay rent until you move out.

You must leave the property in the same condition it was in before you moved in, fair wear and tear excepted. You may have to pay for carpet cleaning or pest control if they are included in the special terms of your tenancy agreement.

Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you are still responsible for compensating the lessor/agent for lost rent until another tenant can be found or until the tenancy ends. You may also be liable for other costs such as the cost of re-letting the property and advertising.

Exit condition report

The *Exit condition report* (Form 14a) should be completed by you. It shows the condition of the property when you leave. If possible you should try to arrange a final inspection with your lessor/agent.

The lessor/agent must complete their side of the report, sign it and return a copy to you within 3 business days of receiving it.

Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the lessor/agent for rent, damages or other costs. You can apply to have your bond money returned on, or after, handover day. The RTA will need your forwarding address to process your bond refund.

If you and the lessor/agent agree at the end of the tenancy

You and the lessor/agent must sign the *Refund of rental bond* (Form 4) and submit it to the RTA. The RTA will refund the bond as directed within a few days. The fastest way to get your bond back is to provide the RTA with your bank details so it can be deposited into the correct account.

If you and the lessor disagree

You or the lessor/agent can submit a bond refund form. The RTA will then send the other person a *Notice of claim* and a *Dispute resolution request* (Form 16). If the RTA does not receive a response within 14 days, the bond will be paid out, as directed, by whoever first lodged the bond refund form.

If they do respond, the RTA dispute resolution service will try to help resolve the disagreement. If agreement is reached, you and the lessor/agent sign the bond refund form and the bond is paid out as agreed.

If agreement is not reached, the person who lodged the dispute resolution request form can apply to QCAT for a decision. They must do so within 7 days and notify the RTA in writing of the QCAT application within the correct timeframe.

If no QCAT application is lodged within 7 days, the RTA will pay the bond as directed by the person who first lodged the bond refund form.

Tenancy matters

we're here to help



Visit our **website**
rta.qld.gov.au



Call us
1300 366 311



Making a positive difference
in Queensland

Hearing or speech impaired clients

Deaf, hearing or speech impaired clients can contact the National Relay Service for assistance with contacting the RTA by phone.

TTY or computer modem

t 133 677

Interpreter services

If you require an interpreter, please contact the Translating and Interpreting Service (TIS) (for the cost of a local call) during RTA hours of business. TIS will telephone the RTA for you at no extra cost.

t 131 450

Tenants' Union of Queensland

w tuq.org.au

t 1300 744 263

Contact us

w rta.qld.gov.au

t 1300 366 311

Mon–Fri: 8.30am–5pm



**residential
tenancies
authority**

Pocket guide for tenants – houses and units (Form 17a)
Information Statement

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