Seller disclosure statement

Queensland Government

Property Law Act 2023 section 99
Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- flooding or other natural hazard history
- structural soundness of the building or pest infestation
- current or historical use of the property
- current or past building or development approvals for the property
- limits imposed by planning laws on the use of the land
- services that are or may be connected to the property
- the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller	**Kaylyn Beth Smith**
Property address (referred to as the "property" in this statement)	**47/4 KOALA TOWN ROAD, UPPER COOMERA QLD 4209**
Lot on plan description	**47/GTP103070**

Community titles scheme or BUGTA scheme:

Is the property part of a community titles scheme or a BUGTA scheme:

☒ **Yes** — *If **Yes**, refer to Part 6 of this statement for additional information*

☐ **No** — *If **No**, please disregard Part 6 of this statement as it does not need to be completed*

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details	**The seller gives or has given the buyer the following—**	
	A title search for the property issued under the *Land Title Act 1994* showing interests registered under that Act for the property.	☒ **Yes**
	A copy of the plan of survey registered for the property.	☒ **Yes**

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to affect the property after **settlement**. ☒ **Yes** ☐ **No** **Note**—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are **NOT** required to be disclosed. **Unregistered lease (if applicable)** If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: 19/07/2026 - 24/07/2027 » the amount of rent and bond payable: $650 per week, $2,600 bond » whether the lease has an option to renew: NA **Other unregistered agreement in writing (if applicable)** If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ **Yes** **Unregistered oral agreement (if applicable)** If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☐ **Yes** ☒ **No** *If* **Yes**, *the details of any statutory encumbrances are as follows:*
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008* during the last 12 months. ☒ **Yes** ☐ **No** If **Yes**, when was the rent for the premises or each of the residents' rooms last increased? *(Insert date of the most recent rent increase for the premises or rooms)* 19/07/2026 **Note**—Under the *Residential Tenancies and Rooming Accommodation Act 2008* the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	The zoning of the property is *(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)*: medium density residential		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	☐ **Yes**	☒ **No**
	The lot is affected by a notice of intention to resume the property or any part of the property.	☐ **Yes**	☒ **No**
	If **Yes**, *a copy of the notice, order, proposal or correspondence must be given by the seller.*		

* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the *Environmental Protection Act 1994*.	☐ **Yes**	☒ **No**
	The following notices are, or have been, given:		
	A notice under section 408(2) of the *Environmental Protection Act 1994* (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	☐ **Yes**	☒ **No**
	A notice under section 369C(2) of the *Environmental Protection Act 1994* (the property is a place or business to which an environmental enforcement order applies).	☐ **Yes**	☒ **No**
	A notice under section 347(2) of the *Environmental Protection Act 1994* (the property is a place or business to which a prescribed transitional environmental program applies).	☐ **Yes**	☒ **No**
Trees	There is a tree order or application under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property. *If* **Yes**, *a copy of the order or application must be given by the seller.*	☐ **Yes**	☒ **No**
Heritage	The property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth).	☐ **Yes**	☒ **No**
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	There is a relevant pool for the property.	☐ **Yes**	☒ **No**
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	☐ **Yes**	☒ **No**
	Pool compliance certificate is given.	☐ **Yes**	☒ **No**
	OR		
	Notice of no pool safety certificate is given.	☐ **Yes**	☒ **No**

Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	☐ **Yes**	☒ **No**
	A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.		

Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the *Building Act 1975*, section 246AG, 247 or 248 or under the *Planning Act 2016*, section 167 or 168.	☐ **Yes**	☒ **No**
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	☐ **Yes**	☒ **No**
	If ***Yes****, a copy of the notice or order must be given by the seller.*		

Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m2, a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.

Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates	**Whichever of the following applies—**
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is: Amount: $1587.59 Date Range: 01/07/2026 - 31/12/2026 OR The property is currently a rates exempt lot.** ☐ OR The property is not rates exempt but no separate assessment of rates ☐ is issued by a local government for the property.

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water	**Whichever of the following applies—**
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is: Amount: $249.97 Date Range: 15/042026 - 11/07/2026 OR There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is: Amount: Date Range:

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	**The property is included in a community titles scheme.** ***(If Yes, complete the information below)***	☒ **Yes**	☐ **No**
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the *Land Title Act 1994* or another Act is given to the buyer. **Note**—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.	☒ **Yes**	
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the *Body Corporate and Community Management Act 1997*, section 205(4) is given to the buyer. *If **No***— An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	☒ **Yes** ☐ **Yes**	☐ **No**
Statutory Warranties	**Statutory Warranties**—If you enter into a contract, you will have implied warranties under the *Body Corporate* and *Community Management Act 1997* relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.		

Building Units and Group Titles Act 1980	**The property is included in a BUGTA scheme** ***(If Yes, complete the information below)***	☐ **Yes**	☒ **No**
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the *Building Units and Group Titles Act 1980*, section 40AA(1) is given to the buyer. *If **No***— An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot. **Note**—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.	☐ **Yes** ☐ **Yes**	☒ **No**

Signatures – SELLER

Signature of seller

Signature of seller

Kaylyn Beth Smith

Name of Seller

Name of Seller

Date

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	**50087478**	**Search Date:**	22/07/2026 10:50
Date Title Created:	01/09/1995	**Request No:**	56972370
Previous Title:	50076312		

ESTATE AND LAND

Estate in Fee Simple

LOT 47 GROUP TITLES PLAN OF RESUBDIVISION 103070
Local Government: GOLD COAST

COMMUNITY MANAGEMENT STATEMENT 23176

REGISTERED OWNER

Dealing No: 722135718 28/11/2022

KAYLYN BETH SMITH

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10321243 (POR 262)
Deed of Grant No. 10321248 (POR 262)

2. MORTGAGE No 723572621 01/10/2024 at 14:07
NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 937

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested by: D-ENQ INFOTRACK PTY LIMITED

BENNETT & BENNETT 92.312.A487(73)2GTP4.DWG)

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATION 1980
(Form 1)

Section 8(1).
Sheet No. 1 of 9 Sheets
ANNEXURE 1 TO SHEET 1
Made 1 SEP 1995

NAME OF PARCEL: *RIVER VIEW TERRACES*

GROUP TITLES PLAN OF RESUBDIVISION NO. 103070

Resubdividing LOT 17 on Group Titles Plan No.102755

SIGNATURE OF REGISTERED PROPRIETOR:

PURNIM PTY. LTD. A.C.N. 005 915 800 The Common Seal of

DIRECTOR

DIRECTOR

FOLR

NAME OF REGISTERED PROPRIETOR: *PURNIM PTY LTD*
ACN 005 915 800

ADDRESS: *PO BOX 272*
RUNAWAY BAY QLD 4216

50076205

REFERENCE TO TITLE: *50076312*

DESCRIPTION OF PARCEL: *LOT 17 ON GTP 102755*

COUNTY: *Ward*

PARISH: *COOMERA*

CMS23176
GTP103070

~~CITY:~~

NAME OF BODY CORPORATE: *The Proprietors - RIVER VIEW TERRACES*
Group Titles Plan No. 102755

ADDRESS at which documents may be served: *PO BOX 272*
RUNAWAY BAY QLD 4216

GROUP TITLES PLAN OF RESUBDIVISION No.: 103070

REGISTERED: REGISTERED 1 SEP 1995 EXAM. INITS..... REGISTRAR OF TITLES

Chief Executive Officer

Surveyor's Reference: *92.312.A487*

Local Authority Reference:

Gold Coast City Council

DR DOUGLAS ROBERT DAINES

CISP

Copyright protects the plan/s being ordered by you. Unauthorised reproduction or amendments are not permitted.

ANNEXURE 1 TO SHEET No. 1 OF RESUBDIVISION OF GROUP TITLES PLAN No 103070 ON 1 SEP 1995

REGISTRAR OF TITLES.

ALL DEALINGS WITH COMMON PROPERTY ARE RECORDED IN GROUP TITLES PLAN No. 102755

G 357—Govt Printer, Qld

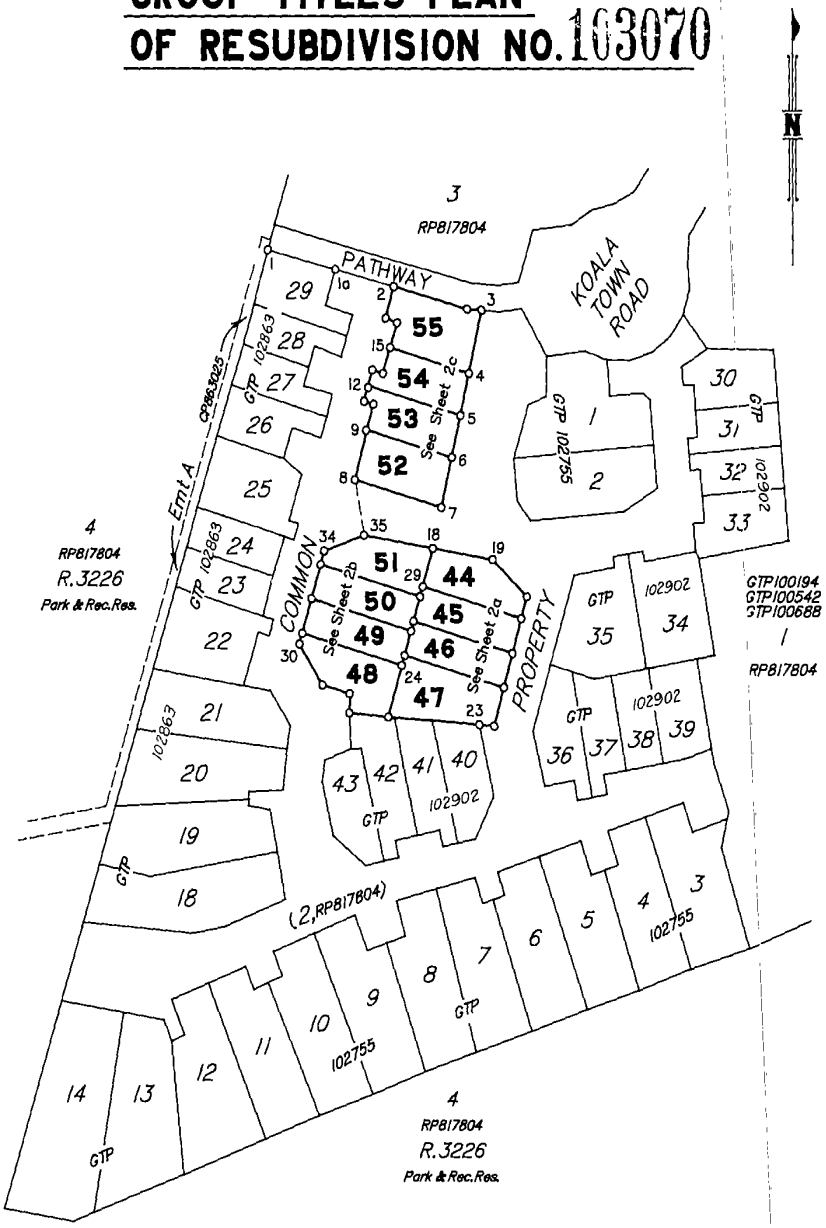
BENNETT & BENNETT 92.312.A487(7312GTP4.DWG)

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATION 1980

Name of Parcel: *RIVER VIEW TERRACES*

Section 8(1).
Sheet No. 2 of 9 Sheets

GROUP TITLES PLAN OF RESUBDIVISION NO. 103070



SCALE: 1:1000

SIGNATURE OF REGISTERED PROPRIETOR:

PURNIM PTY. LTD. A.C.N. 075 809 * The Common Seal of

DIRECTOR

DIRECTOR

Chief Executive Officer

Gold Coast City Council

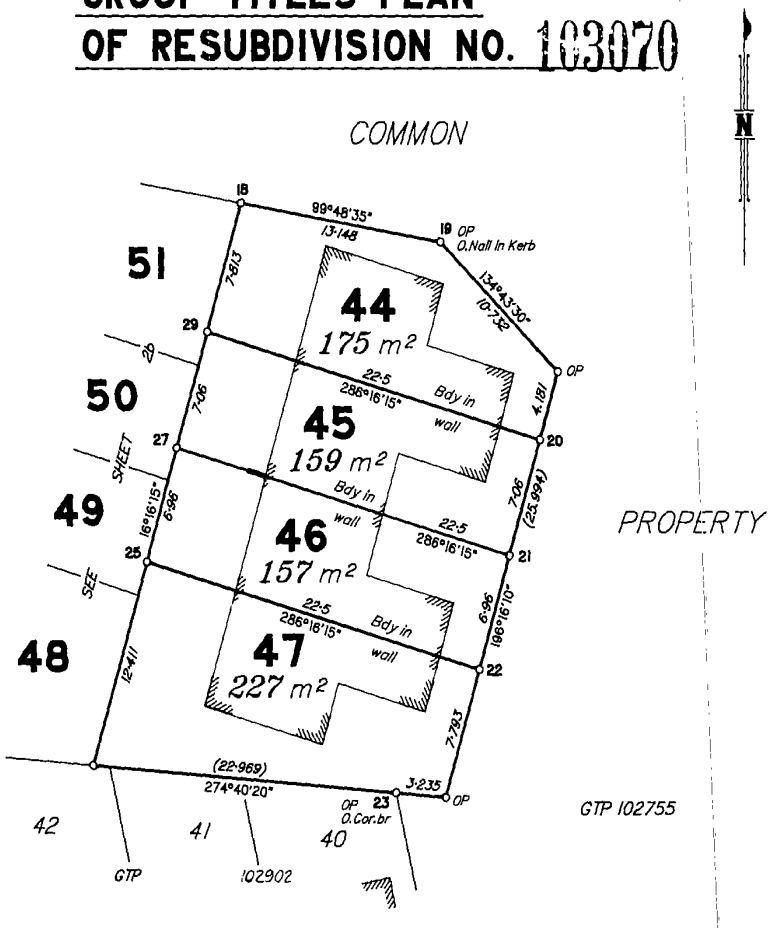
BENNETT & BENNETT 92.312.A487(73)2GTP4.DWG)

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATION 1980

Name of Parcel: *RIVER VIEW TERRACES*

Section 8(1).
Sheet No. 2(a) of 9 Sheets

GROUP TITLES PLAN OF RESUBDIVISION NO. 103070



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
19	O.NAIL IN KERB	GTP102755	70°09'	2·59
20	RAM.NAIL IN FACE BR.		286°16'15"	2·7
21	RAM.NAIL IN FACE BR.		286°16'15"	8·575
22	RAM.NAIL IN FACE BR.		286°16'15"	2·68
23	O.COR.BR.	GTP102902	184°44'	5·04
25	RAM.NAIL IN FACE BR.		106°16'15"	5·98
27	RAM.NAIL IN FACE BR.		106°16'15"	4·78
29	RAM.NAIL IN FACE BR.		106°16'15"	5.97

SCALE: 1:300

SIGNATURE OF REGISTERED PROPRIETOR:

PURNIM PTY. LTD. A.C.N. 805 800 The Common Seal of

DIRECTOR

DIRECTOR

.....
Chief Executive Officer

Gold Coast City Council

BENNETT & BENNETT 92.312.A487(73)2GTP4.DWG)

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATION 1980

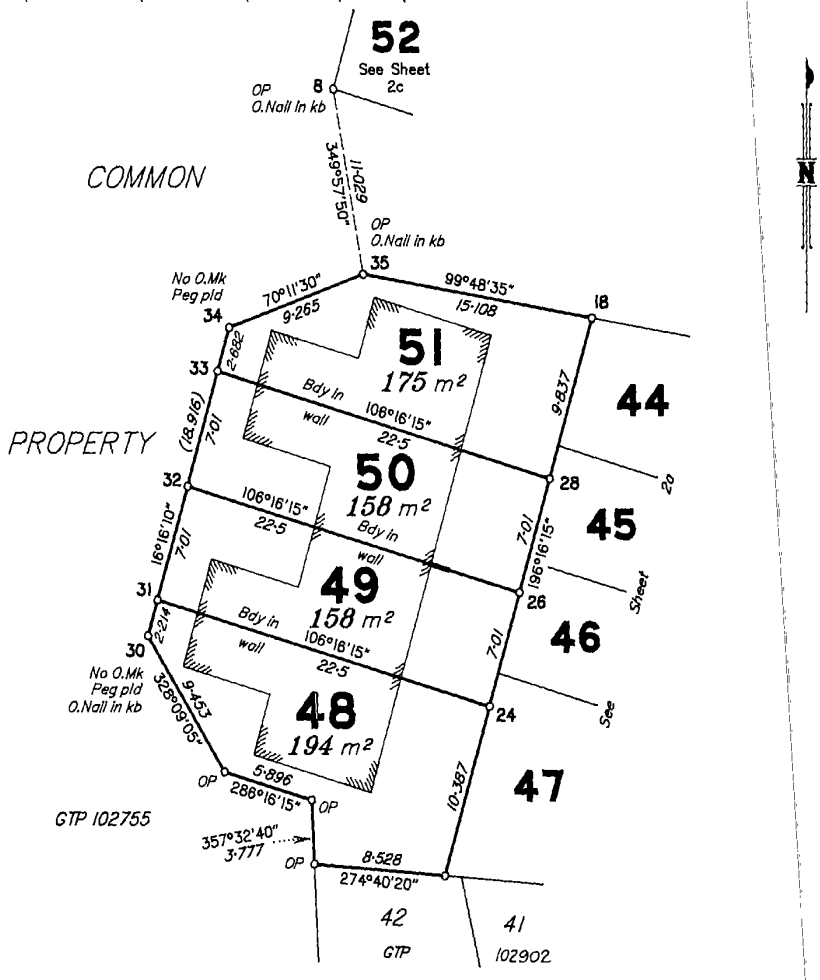
Name of Parcel: *RIVER VIEW TERRACES*

Section 8(1).
Sheet No. 2(b) of 9 Sheets

GROUP TITLES PLAN OF RESUBDIVISION NO. 103070

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
8	O.NAIL IN KB	GTP 102755	227°56'	0·998
24	RAM.NAIL IN FACE BR.		286°16'15"	5·99
26	RAM.NAIL IN FACE BR.		286°16'15"	4·79
28	RAM.NAIL IN FACE BR.		286°16'15"	5·99
30	O.NAIL IN KB	GTP 102755	177°29'	4·05
31	RAM.NAIL IN FACE BR.		106°16'15"	2·68
32	RAM.NAIL IN FACE BR.		106°16'15"	8·57
33	RAM.NAIL IN FACE BR.		106°16'15"	2·685
35	O.NAIL IN KB	GTP 102755	338°19'	1·582



SCALE: 1:300

SIGNATURE OF REGISTERED PROPRIETOR:

The Common Seal of PURAMIM PTY. LTD. A.C.N. 800 * PURAMIM PTY. LTD. A.C.N. 800

DIRECTOR

DIRECTOR

Chief Executive Officer

Gold Coast City Council

BENNETT & BENNETT 92.312.A487(7312GTP4.DWG)

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATION 1980

Name of Parcel: *RIVER VIEW TERRACES*

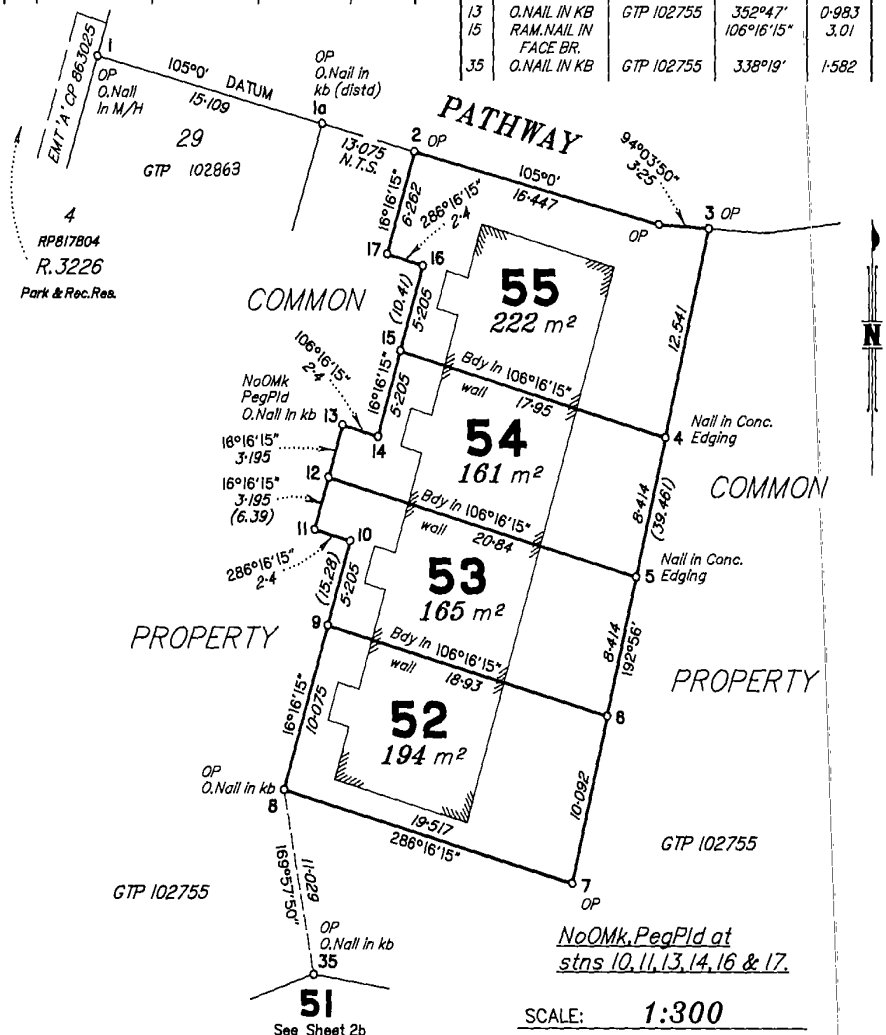
Section 8(1).
Sheet No. 2(c) of 9 Sheets

GROUP TITLES PLAN OF RESUBDIVISION NO. 163070

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O.NAIL IN M/H	CP 863025	296°41'20"	3.816
1a	O.NAIL IN KB(DISTD)	GTP 102755	127°59'	6.61
3	COR.BR.		249°40'	6.57
4	RAM.NAIL IN FACE BR.		286°16'15"	6·02
5	RAM.NAIL IN FACE BR.		286°16'15"	6·5
6	RAM.NAIL IN FACE BR.		286°16'15"	7·0
7	NAIL IN KB		250°21'	2·173
8	O.NAIL IN KB	GTP 102755	227°56'	0·998
9	RAM.NAIL IN FACE BR.		106°16'15"	3.0
12	RAM.NAIL IN FACE BR.		106°16'15"	5.385
13	O.NAIL IN KB	GTP 102755	352°47'	0·983
15	RAM.NAIL IN FACE BR.		106°16'15"	3.01
35	O.NAIL IN KB	GTP 102755	338°19'	1·582

N&C



NoOMk,PegPld at stns 10, 11, 13, 14, 16 & 17.

SCALE: 1:300

51
See Sheet 2b

SIGNATURE OF REGISTERED PROPRIETOR:

PURKAM PTY. LTD. A.C.N. 105 ... The Common Seal of ...

DIRECTOR

DIRECTOR

.....
Chief Executive Officer

Gold Coast City Council

BENNETT & BENNETT 92.312.A487(7312GTP4.DWG)

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATION 1980
(Form 2)

NAME OF PARCEL: *RIVER VIEW TERRACES*

Section 8(1).
Sheet No. 3 of 9 Sheets

GROUP TITLES PLAN OF RESUBDIVISION NO. 163070

B.B.H. PTY LTD (ACN 010 427 531)

hereby certify that *the Company has* surveyed the land comprised in this plan

by Grant Fraser PENNYCUICK, Licensed Surveyor, for whose work the Company accepts responsibility,

that the plan is accurate, and the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on *4th July, 1995.*

B B H PTY LTD A.C.N. 010 427 531 THE COMMON SEAL OF

Director and Licensed Surveyor

Director

Date 26.7.95

Signature of Licensed Surveyor

Chief Executive Officer

Gold Coast City Council

BENNETT & BENNETT 92.312.A487(73)2GTP4.DWG)

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATION 1980
(Form 3)

NAME OF PARCEL: *RIVER VIEW TERRACES* Section 8(1).
Sheet No. 4 of 9 Sheets

GROUP TITLES PLAN OF RESUBDIVISION NO. 163070

CERTIFICATE OF LOCAL AUTHORITY

Gold Coast City Council hereby certifies that the proposed resubdivision of the lot as illustrated in the abovementioned plan has been approved by the Gold Coast City Council and that all the requirements of The Local Government Act 1936/ Local Government (Planning and Environment) Act 1990, as modified by the Building Units and Group Titles Act 1980, have been complied with in regard to the resubdivision.

DATED this eleventh day of August 1995.

R. A. Stevens
Mayor

Chief Executive Officer

Gold Coast City Council

BENNETT & BENNETT 92.312.A487(7312GTP4.DWG)

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATION 1980
(Form 7)

NAME OF PARCEL: *RIVER VIEW TERRACES* Section 8(1).
Sheet No. 5 of 9 Sheets

GROUP TITLES PLAN OF RESUBDIVISION NO. 103070

I, *Lawrence John HAMILTON* , of *Southport*
a valuer registered under the provisions of the Valuers Registration Act 1965 do hereby certify that set forth in the following schedule is in my opinion as to the unimproved value, and the lot entitlement, of each lot contained in the group titles plan of resubdivision to which this certificate is annexed.

SCHEDULE

LOT	UNIMPROVED VALUE	LOT ENTITLEMENT
44	$27,000	9
45	$27,000	9
46	$27,000	9
47	$27,000	9
48	$27,000	9
49	$27,000	9
50	$27,000	9
51	$27,000	9
52	$27,000	9
53	$27,000	9
54	$27,000	9
55	$27,000	9
AGGREGATE	$1,602,000	534

DATED this 17th day of July , 19 95

R.J. Hamilton
REGISTERED VALUER.

.....
Chief Executive Officer
Gold Coast City Council

BENNETT & BENNETT 92.312.A487(7312GTP4.DWG)

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATION 1980
(Form 8)

Section 8(1).
Sheet No. 6 of 9 Sheets

NAME OF PARCEL: *RIVER VIEW TERRACES*

GROUP TITLES PLAN OF RESUBDIVISION NO. 103070

SCHEDULE OF LOT ENTITLEMENTS AND REFERENCE TO TITLES

Lot No.	Entitlement	Title Reference	Lot No.	Entitlement	Title Reference
44	9				
45	9				
46	9				
47	9				
48	9				
49	9				
50	9				
51	9				
52	9				
53	9				
54	9				
55	9				
AGGREGATE	534		AGGREGATE		

SIGNATURE OF REGISTERED PROPRIETOR:

PTY. LTD. A.C.N. ... The Common Seal of ... DIRECTOR ... DIRECTOR

.....
Chief Executive Officer

Gold Coast City Council

FORM 18 Version 2

Land Title Act 1994

GENERAL CONSENT

Queensland Land Registry

1. Description of Lot	County	Parish	Title Reference
LOT 17 IN GTP 102755	WARD	COOMERA	50076312

2. Instrument being consented to

Instrument Type: GROUP TITLES PLAN OF RESUBDIVISION

Dated:

Names of Parties: PURNIM PTY LTD ACN 005 915 800

3. Instrument under which consent required

Dealing Type: MORTGAGE

Dealing No.: 601134301

Name of Consenting Party: ESANDA FINANCE CORPORATION LIMITED ACN 004 346 043

4. Execution by Consenting Party

The party identified in item 3 consents to the registration of the instrument in item 2.

Witnessing Officer		Execution Date	Mortgagee's Signature
NOT APPLICABLE			Executed by ESANDA FINANCE CORPORATION LIMITED by being signed by its Attorney DAVID ROSS CUMMING under Power of Attorney No. J8271 (who hereby certifies he is the Manager Securities, Esanda Finance Corporation Limited)
.....	signature	17/8/95	
.....	full name		
.....	qualification		.....

as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

AMStrata

enquiries@amstrata.com.au | amstrata.com.au
PO Box 4549, Ashmore QLD 4214 | P 07 5526 4100
ABN 63 132 153 578

Proudly owned by Bright & Duggan Group, a subsidiary of Johns Lyng Group

23 July 2026

RIVER VIEW TERRACES CTS 23176
Registered for GST

ABN 27 369 492 970

Tax Invoice

INFOTRACK
PO Box 10314
ADELAIDE ST. QLD 4000

Ref

Re Lot 47 RIVER VIEW TERRACES CTS 23176

Fee 86.95 Paid

Above Fee includes GST

Please find following your body corporate certificate to assist you meet your seller disclosure requirements. Under the Property Law Regulation 2024 the seller is obligated to provide this 'prescribed certificate' to a buyer before the buyer signs the sales contract.

A purchaser is entitled to make a request to inspect the Body Corporate Records after entering the contract as noted in the body corporate certificate.

Note: If this body corporate certificate is being used to assist with settlement purposes, please note the below payment method for settlement payments only. Do not use this to make payment if at any time an updated certificate is requested.

BSB 067-970
StrataPay Ref 152484203

Biller Code 74625
StrataPay Ref 152484203

AM Strata is part of the Bright & Duggan Property Group, any questions regarding this Certificate should be directed to Customer Care at Bright & Duggan phone 07 5532 1900.

Office of the Commissioner for Body Corporate and Community Management

Queensland Government

Department of Justice

BCCM Form 33

Body corporate certificate

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

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

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

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

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

- becoming an owner and contacting the body corporate
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations

This certificate does not include information about:

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

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

The community management statement

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

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

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

The information in this certificate is issued on 23/07/2026

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

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

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

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

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

Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

Name and number of the community titles scheme

RIVER VIEW TERRACES CTS No. **23176**

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Monique Gunnis** Company: **AM Strata Pty Ltd**
Phone: **07 5526 4100** Email: **customercare@amstrata.com.au**

Accessing records

Who is currently responsible for keeping the body corporate's records?

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **47**

Plan type and number: **103070**

Plan of subdivision: **STANDARD FORMAT PLAN**

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.
More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

Accommodation

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate

Is the scheme part of a layered arrangement of community titles schemes?

No

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

Does a building management statement apply to the community titles scheme?

No

If yes, you can obtain a copy of the statement from Titles Queensland: www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract –for example, this can include costs the body corporate must pay in relation to shared areas and services.

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

The community management statement includes the complete set of by-laws that apply to the scheme.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:

Date of Resolution	Lot	Description	Conditions

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **9**

Total contribution schedule lot entitlements for all lots: **534**

Interest schedule

Interest schedule lot entitlement for the lot: **9**

Total interest schedule lot entitlements for all lots: **534**

Statement of accounts

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

Owner contributions (levies)

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

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

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

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

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

Body corporate debts

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

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **47** for the current financial year: $ **6,674.16**

Number of instalments: **4** (outlined below)

Discount for on-time payments (if applicable): **20** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/07/25 to 30/09/25	01/07/25	1,596.60	1,277.28	01/09/25
01/10/25 to 31/12/25	01/10/25	1,596.60	1,277.28	17/10/25
01/01/26 to 31/03/26	01/01/26	1,740.48	1,392.38	10/02/26
01/04/26 to 30/06/26	01/04/26	1,740.48	1,392.38	13/04/26
01/07/26****30/09/26	01/07/26	1,668.54	1,334.83	02/07/26
01/10/26****31/12/26	01/10/26	1,668.54	1,334.83	

Amount overdue **($60.00)**

Amount Unpaid including amounts billed not yet due **($60.00)**

Sinking fund contributions

Total amount of contributions (before any discount) for lot **47** for the current financial year: $ **418.56**

Number of instalments: **4** (outlined below)

Discount for on-time payments (if applicable): **20** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/07/25 to 30/09/25	01/07/25	104.64	83.71	01/09/25
01/10/25 to 31/12/25	01/10/25	104.64	83.71	17/10/25
01/01/26 to 31/03/26	01/01/26	104.64	83.71	10/02/26
01/04/26 to 30/06/26	01/04/26	104.64	83.71	13/04/26
01/07/26****30/09/26	01/07/26	104.64	83.71	02/07/26
01/10/26****31/12/26	01/10/26	104.64	83.71	

Amount overdue **Nil**

Amount Unpaid including amounts billed not yet due **Nil**

Special contributions - Administrative Fund (IF ANY)

Date determined: **24/09/25** (Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid

Amount overdue **Nil**

Amount Unpaid including amounts billed not yet due **Nil**

Special contributions - Sinking Fund (IF ANY)

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

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid

Amount overdue **Nil**

Amount Unpaid including amounts billed not yet due **Nil**

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount

No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	**($60.00)**
Special contributions	**Nil**
Other contributions	**Nil**
Other payments	**Nil**
Penalties	**Nil**
Total amount overdue (Total Amount Unpaid including not yet due ($60.00))	**($60.00)**

(An amount in brackets indicates a credit or a payment made before the due date)

Common property and assets

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

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

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

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

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

Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 06/12/22

Current sinking fund balance (as at date of certificate): $ 214,854.14

Improvements to common property the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate below

Date	Description	Conditions

Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than $1,000.

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
25l trolley	Plant and Machinery	10/04/13	K C FARM EQUIPMENT 4 Katcee Place Yatala QLD 4207	$1,399.00	$0.00	$1,399.00

Insurance

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

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

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

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING Strata Community Insurance	QRSC17003158	32,550,000.00	53,484.30	06/07/27	$2,000 all claims & as per policy $5,000 water damage, burst pipes, storm & rainwater
PUBLIC LIABILITY Strata Community Insurance	QRSC17003158	10,000,000.00	Included	06/07/27	
COMMON AREA CONTENTS Strata Community Insurance	QRSC17003158	34,788.00	Included	06/07/27	
LOSS OF RENT Strata Community Insurance	QRSC17003158	4,882,500.00	Included	06/07/27	
FIDELITY GUARANTEE Strata Community Insurance	QRSC17003158	100,000.00	Included	06/07/27	
VOLUNTARY WORKERS Strata Community Insurance	QRSC17003158	Insured	Included	06/07/27	
OFFICE BEARERS Strata Community Insurance	QRSC17003158	2,000,000.00	Included	06/07/27	
CATASTROPHE Strata Community Insurance	QRSC17003158	9,765,000.00	Included	06/07/27	
GOVERNMENT AUDIT COS Strata Community Insurance	QRSC17003158	25,000.00	Included	06/07/27	
WH&S APPEAL EXPENSES Strata Community Insurance	QRSC17003158	100,000.00	Included	06/07/27	
LEGAL EXPENSES Strata Community Insurance	QRSC17003158	50,000.00	Included	06/07/27	$1,000 all claims & 10% contribution
LOT OWNERS IMPROVEME Strata Community Insurance	QRSC17003158	300,000.00	Included	06/07/27	
FLOOD Strata Community Insurance	QRSC17003158	Insured	Included	06/07/27	
TERRORISM Strata Community Insurance	QRSC17003158	Insured	Included	06/07/27	

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.
A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as ' management rights'.

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

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

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

Has the body corporate engaged a caretaking services contractor for the scheme?

Yes - Name of caretaking service contractor engaged: Mark & Diane Goldstone

Has the body corporate authorised a letting agent for the scheme?

Yes - Name of authorised letting agent: Mark & Diane Goldstone

Embedded network electricity supply

Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

No

More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

This certificate is signed and given under the authority of the body corporate.

Name/s AM Strata Pty Ltd

Positions/s held Body Corporate Manager

Date 23/07/2026

Signature/s

Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance policy details

RIVER VIEW TERRACES CTS 23176

4 Koala Town Road Upper Coomera Qld 4209

BALANCE SHEET

AS AT 23 JULY 2026

	ACTUAL 23/07/2026	ACTUAL 30/06/2026
OWNERS FUNDS		
Administrative Fund	55,837.81	42,070.02
Sinking Fund	214,854.14	210,213.96
TOTAL	**$ 270,691.95**	**$ 252,283.98**
THESE FUNDS ARE REPRESENTED BY		
CURRENT ASSETS		
Cash On Hand	500.00	500.00
Cash At Bank	81,636.85	142,770.74
B O Q 22851897	91,606.98	91,606.98
Term Deposit Boq 23578158	83,326.42	83,326.42
Levies In Arrears	11,645.66	21.47
Other Arrears	118.80	0.00
Costs Pursuant To By-Laws	1.62	1.62
Water Charges Receivable	9,153.51	9,153.51
Prepaid Expenses	0.00	956.32
TOTAL ASSETS	**277,989.84**	**328,337.06**
CURRENT LIABILITIES		
Gst Clearing Account	(12.47)	1,490.46
Payg Installment Tax	0.00	362.00
Creditors	(539.89)	1,120.03
Accruals	0.00	6,661.04
Next Year Discounts	0.00	(15,052.43)
Levies In Advance	7,850.25	81,471.98
TOTAL LIABILITIES	**7,297.89**	**76,053.08**
NET ASSETS	**$ 270,691.95**	**$ 252,283.98**

RIVER VIEW TERRACES CTS 23176

4 Koala Town Road Upper Coomera Qld 4209

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2026 TO 23 JULY 2026

	ACTUAL	BUDGET	ACTUAL
	01/07/26-23/07/26	01/07/26-30/06/27	01/07/25-30/06/26
ADMINISTRATIVE FUND			
INCOME			
Levies - Administrative Fund	90,000.01	224,000.00	360,000.16
Discount - Admin Fund	(16,011.26)	(44,800.00)	(62,672.81)
Interest On Overdue Levies	0.00	0.00	414.36
TOTAL ADMIN. FUND INCOME	**73,988.75**	**179,200.00**	**297,741.71**
EXPENDITURE - ADMIN. FUND			
Archiving Fees	0.00	400.00	647.40
Audit Fees	0.00	1,200.00	0.00
Bank Charges- Incl Gst	2.00	24.00	434.98
Bas/Ias - Preparation Fee	0.00	1,000.00	1,390.00
Body Corporate Administration	0.00	7,790.00	5,934.48
Body Corporate Admin- Addl	0.00	720.00	1,963.83
Disbursements	0.00	0.00	674.96
Disbursements	0.00	0.00	99.00
Caretaker	16,571.95	118,000.00	195,887.77
Electricity	(159.66)	3,400.00	2,314.87
Consultancy Fees	0.00	240.00	0.00
Data Archiving & Storage	0.00	315.00	1,071.96
Insurance	45,508.48	29,000.00	48,606.60
Insurance- Stamp Duty	4,381.29	2,900.00	4,746.48
Income Tax Returns	0.00	250.00	341.77
Levy Recovery Costs	0.00	0.00	3,097.60
Levy Recovery Costs- Recouped	(108.00)	0.00	(1,726.30)
Legal Expenses	0.00	0.00	7,301.56
Printing, Postage & Stationery	0.00	2,550.00	4,208.58
P P & S - Additional	0.00	0.00	198.84
Pest Control	0.00	1,700.00	5,895.89
R & M - Building	100.39	500.00	1,038.39
R & M - Electrical	0.00	500.00	268.00
R & M - Gardens & Grounds	266.56	1,500.00	887.57
R & M - Plumbing	130.00	2,000.00	961.82
R & M - Pool & Spa	0.00	2,900.00	2,520.93
Rubbish Removal	0.00	1,200.00	0.00
Security	0.00	200.00	0.00
Telephone/ Email/Fax	0.00	650.00	0.00
Water Charges	(6,338.49)	0.00	32,528.51
Water Charges - Recovery	0.00	0.00	(27,122.41)
Water - Billing Fee	(133.56)	0.00	7,060.41
TOTAL ADMIN. EXPENDITURE	**60,220.96**	**178,939.00**	**301,233.49**
SURPLUS / DEFICIT	**$ 13,767.79**	**$ 261.00**	**$ (3,491.78)**

RIVER VIEW TERRACES CTS 23176

4 Koala Town Road Upper Coomera Qld 4209

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2026 TO 23 JULY 2026

	ACTUAL	BUDGET	ACTUAL
	01/07/26-23/07/26	01/07/26-30/06/27	01/07/25-30/06/26
Opening Admin. Balance	42,070.02	42,070.02	45,561.80
ADMINISTRATIVE FUND BALANCE	**$ 55,837.81**	**$ 42,331.02**	**$ 42,070.02**

RIVER VIEW TERRACES CTS 23176

4 Koala Town Road Upper Coomera Qld 4209

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2026 TO 23 JULY 2026

	ACTUAL 01/07/26-23/07/26	BUDGET 01/07/26-30/06/27	ACTUAL 01/07/25-30/06/26
SINKING FUND			
INCOME			
Levies - Sinking Fund	5,644.39	30,500.00	22,577.56
Discount - Sinking Fund	(1,004.21)	(6,100.00)	(3,799.14)
Interest On Investments	0.00	0.00	5,905.87
TOTAL SINKING FUND INCOME	**4,640.18**	**24,400.00**	**24,684.29**
EXPENDITURE - SINKING FUND			
Building	0.00	5,000.00	1,290.00
Grounds & Gardens	0.00	2,000.00	5,880.88
Income Tax	0.00	145.00	(814.69)
Income Tax - Payg Instalments	0.00	320.00	2,278.00
Security	0.00	1,000.00	0.00
TOTAL SINK. FUND EXPENDITURE	**0.00**	**8,465.00**	**8,634.19**
SURPLUS / DEFICIT	**$ 4,640.18**	**$ 15,935.00**	**$ 16,050.10**
Opening Sinking Fund Balance	210,213.96	210,213.96	194,163.86
SINKING FUND BALANCE	**$ 214,854.14**	**$ 226,148.96**	**$ 210,213.96**

AMStrata

enquiries@amstrata.com.au | amstrata.com.au
PO Box 4549, Ashmore QLD 4214 | P 07 5526 4100
ABN 63 132 153 578

Proudly owned by Bright & Duggan Group, a subsidiary of Johns Lyng Group

RIVER VIEW TERRACES CTS 23176

ABN 27 369 492 970

STATEMENT

Statement Period			
01 Jul 26 to 23 Jul 26			
A/c Number	47		
Lot Number	47	Unit Number	47

Transfer Date: 28/11/22

Last Certificate Issued: 16/11/22

Page Number

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward			589.03	-589.03
01/07/26	Admin Fund	01/07/26 to 30/09/26	I0007688	1,668.54		1,079.51
01/07/26	Sinking Fund	01/07/26 to 30/09/26	I0007740	104.64		1,184.15
02/07/26	Receipt	Admin Fund	R0005876		745.80	438.35
02/07/26	Receipt	Sinking Fund	RA005876		83.71	354.64
02/07/26	Discount	Admin Discount	RB005876		333.71	20.93
02/07/26	Discount	Sink Discount	RC005876		20.93	0.00
06/07/26	Receipt	Admin Fund	R0005881		20.00	-20.00
13/07/26	Receipt	Admin Fund	R0005889		20.00	-40.00
20/07/26	Receipt	Admin Fund	R0005895		20.00	-60.00
				$1,773.18	$1,833.18	-$60.00

Over 90 Days	90 Days	60 Days	30 Days	Current
0.00	0.00	0.00	0.00	-60.00

BALANCE DUE: ($60.00)

Date Paid	Amount Paid

Payment Options

Tel: 1300 552 311 Ref: 1524 8420 3	**Telephone:** Call this number to pay by credit card. International: +613 8648 0158 (charges apply).
www.stratamax.com.au Ref: 1524 8420 3	**Internet:** Make credit card payments online (charges apply). Visit www.stratamax.com.au
www.stratapay.com/ddr Ref: 1524 8420 3	**Direct Debit:** Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.
Biller Code: 74625 Ref: 1524 8420 3	**BPay:** Contact your participating financial institution to make a payment from your cheque or savings account using BPay. BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518
Billpay Code: 3599 Ref: 1524 8420 3	**In Person:** Present this bill in store at Australia Post to make cheque or EFTPOS payments.
Make cheque payable to: StrataPay 1524 8420 3	**Mail:** Send cheque with this slip by mail to: **StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia**
BSB: 067-970 Acct No: 1524 8420 3 (Applies to this bill only)	**Internet Banking - EFT:** Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.

VISA MasterCard American Express Diners Club International

STRATAPAY

StrataPay Reference

1524 8420 3

Amount	Due Date
$0.00	**23 Jul 26**

AM STRATA PTY LTD
23176/02100047 Lot 47/47

INFOTRACK
PO Box 10314
ADELAIDE ST. QLD 4000

*3599 152484203

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.

Scheme Name: RIVER VIEW TERRACES COMMUNITY TITLES SCHEME 23176

Body Corp. Addr: GOLD COAST BODY CORPORATE SPECIALISTS
PO BOX 3259
SOUTHPORT QLD
4215

COMMUNITY MANAGEMENT STATEMENT No: 23176

Title	Lot	Plan
50076295	CP	GTP 102755
50076296	1	GTP 102755
50076297	2	GTP 102755
50076298	3	GTP 102755
50076299	4	GTP 102755
50076300	5	GTP 102755
50076301	6	GTP 102755
50076302	7	GTP 102755
50076303	8	GTP 102755
50076304	9	GTP 102755
50076305	10	GTP 102755
50076306	11	GTP 102755
50076307	12	GTP 102755
50076308	13	GTP 102755
50076309	14	GTP 102755
50079736	18	GRP 102863
50079737	19	GRP 102863
50079738	20	GRP 102863
50079739	21	GRP 102863
50079740	22	GRP 102863
50079741	23	GRP 102863
50079742	24	GRP 102863
50079743	25	GRP 102863
50079744	26	GRP 102863
50079745	27	GRP 102863
50079746	28	GRP 102863
50079747	29	GRP 102863
50081570	30	GRP 102902
50081571	31	GRP 102902
50081572	32	GRP 102902
50081573	33	GRP 102902
50081574	34	GRP 102902
50081575	35	GRP 102902
50081576	36	GRP 102902
50081577	37	GRP 102902
50081578	38	GRP 102902
50081579	39	GRP 102902
50081580	40	GRP 102902
50081581	41	GRP 102902
50081582	42	GRP 102902
50081583	43	GRP 102902
50087475	44	GRP 103070
50087476	45	GRP 103070

QUEENSLAND TITLES REGISTRY PTY LTD AUTOMATED TITLES SYSTEM ENE470
24/07/2026 08:35 COMMUNITY TITLES SCHEME SEARCH STATEMENT
Request No: 57000167

Title Lot Plan

50087477	46	GRP 103070
50087478	47	GRP 103070
50087479	48	GRP 103070
50087480	49	GRP 103070
50087481	50	GRP 103070
50087482	51	GRP 103070
50087483	52	GRP 103070
50087484	53	GRP 103070
50087485	54	GRP 103070
50087486	55	GRP 103070

COMMUNITY MANAGEMENT STATEMENT Dealing No: 719381768

** End of CMS Search Statement **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested By: D-ENQ INFOTRACK PTY LIMITED

(11)

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

719381768

$91.00
30/04/2019 13:21

GC 470

1. Nature of request

REQUEST TO RECORD A NEW COMMUNITY MANAGEMENT STATEMENT FOR RIVER VIEW TERRACES COMMUNITY TITLES SCHEME 23176

Lodger (Name, address, E-mail & phone number)

JKs / small myers Hughes.

Lodger Code

cc 677

2. Lot on Plan Description

COMMON PROPERTY OF RIVER VIEW TERRACES COMMUNITY TITLES SCHEME 23176

Title Reference

50076295

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR RIVER VIEW TERRACES COMMUNITY TITLES SCHEME 23176

4. Interest

FEE SIMPLE

5. Applicant

BODY CORPORATE FOR RIVER VIEW TERRACES COMMUNITY TITLES SCHEME 23176

6. Request

I hereby request that: the new community management statement deposited herewith which amends the by-laws in Schedule C of the existing community management statement be recorded as the community management statement for River View Terraces Community Titles Scheme 23176.

7. Execution by applicant

BODY CORPORATE FOR RIVER VIEW TERRACES COMMUNITY TITLES SCHEME 23176 ★ THE Common Seal OF

The seal of the Body Corporate for River View Terraces CTS 23176 is hereby attached in accordance with section 190 of the *Body Corporate and Community Management (Accommodation Module) Regulation 2008* in the presence of:

Chairperson/Secretary

Committee Member

19 / 4 / 2019
Execution Date

Applicant's or Solicitor's Signature

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

© Queensland Titles Registry Pty Ltd 2026

QUEENSLAND TITLES REGISTRY **FIRST/NEW COMMUNITY MANAGEMENT STATEMENT** **CMS** Version 3
Body Corporate and Community Management Act 1997 Page 1 of

[Total]

23176

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements
Schedule B - Explanation of development of scheme land
Schedule C - By-laws
Schedule D - Any other details
Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme

RIVER VIEW TERRACES COMMUNITY TITLES SCHEME 23176

2. Regulation module

ACCOMMODATION

3. Name of body corporate

BODY CORPORATE FOR RIVER VIEW TERRACES CTS 23176

4. Scheme land

Lot on Plan Description — Title Reference

SEE SCHEDULE

5. #Name and address of original owner

NOT APPLICABLE

6. Reference to plan lodged with this statement

NOT APPLICABLE

first community management statement only

7. Local Government community management statement notation

Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*

.....signed

name and designation

name of Local Government

8. Execution by original owner/Consent of body corporate

The seal of the Body Corporate for River View Terraces CTS 23176 is hereby attached in accordance with section 190 of the *Body Corporate and Community Management (Accommodation Module) Regulation 2008* in the presence of:

BODY CORPORATE FOR RIVER VIEW TERRACES COMMUNITY TITLES SCHEME 23176 ★ THE Common Seal OF

19 / 4 / 2019 ....
Execution Date Chairperson/Secretary Committee Member

***Execution**

*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

Privacy Statement
Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

4. Scheme land

Lot on Plan Description	Title Reference
Common Property for River View Terraces CTS 23176	50076295
Lot 1 on GTP 102755	50076296
Lot 2 on GTP 102755	50076297
Lot 3 on GTP 102755	50076298
Lot 4 on GTP 102755	50076299
Lot 5 on GTP 102755	50076300
Lot 6 on GTP 102755	50076301
Lot 7 on GTP 102755	50076302
Lot 8 on GTP 102755	50076303
Lot 9 on GTP 102755	50076304
Lot 10 on GTP 102755	50076305
Lot 11 on GTP 102755	50076306
Lot 12 on GTP 102755	50076307
Lot 13 on GTP 102755	50076308
Lot 14 on GTP 102755	50076309
Lot 18 on GTP 102863	50079736
Lot 19 on GTP 102863	50079737
Lot 20 on GTP 102863	50079738
Lot 21 on GTP 102863	50079739
Lot 22 on GTP 102863	50079740
Lot 23 on GTP 102863	50079741
Lot 24 on GTP 102863	50079742
Lot 25 on GTP 102863	50079743
Lot 26 on GTP 102863	50079744
Lot 27 on GTP 102863	50079745
Lot 28 on GTP 102863	50079746
Lot 29 on GTP 102863	50079747
Lot 30 on GTP 102902	50081570
Lot 31 on GTP 102902	50081571
Lot 32 on GTP 102902	50081572
Lot 33 on GTP 102902	50081573
Lot 34 on GTP 102902	50081574
Lot 35 on GTP 102902	50081575
Lot 36 on GTP 102902	50081576
Lot 37 on GTP 102902	50081577

Lot on Plan Description	Title Reference
Lot 38 on GTP 102902	50081578
Lot 39 on GTP 102902	50081579
Lot 40 on GTP 102902	50081580
Lot 41 on GTP 102902	50081581
Lot 42 on GTP 102902	50081582
Lot 43 on GTP 102902	50081583
Lot 44 on GTP 103070	50087475
Lot 45 on GTP 103070	50087476
Lot 46 on GTP 103070	50087477
Lot 47 on GTP 103070	50087478
Lot 48 on GTP 103070	50087479
Lot 49 on GTP 103070	50087480
Lot 50 on GTP 103070	50087481
Lot 51 on GTP 103070	50087482
Lot 52 on GTP 103070	50087483
Lot 53 on GTP 103070	50087484
Lot 54 on GTP 103070	50087485
Lot 55 on GTP 103070	50087486

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on GTP 102755	10	10
Lot 2 on GTP 102755	10	10
Lot 3 on GTP 102755	12	12
Lot 4 on GTP 102755	12	12
Lot 5 on GTP 102755	12	12
Lot 6 on GTP 102755	12	12
Lot 7 on GTP 102755	12	12
Lot 8 on GTP 102755	12	12
Lot 9 on GTP 102755	12	12
Lot 10 on GTP 102755	12	12
Lot 11 on GTP 102755	12	12
Lot 12 on GTP 102755	13	13
Lot 13 on GTP 102755	13	13
Lot 14 on GTP 102755	13	13
Lot 18 on GTP 102863	12	12
Lot 19 on GTP 102863	12	12
Lot 20 on GTP 102863	12	12
Lot 21 on GTP 102863	11	11
Lot 22 on GTP 102863	11	11

Lot on Plan	Contribution	Interest
Lot 23 on GTP 102863	10	10
Lot 24 on GTP 102863	10	10
Lot 25 on GTP 102863	11	11
Lot 26 on GTP 102863	10	10
Lot 27 on GTP 102863	10	10
Lot 28 on GTP 102863	10	10
Lot 29 on GTP 102863	11	11
Lot 30 on GTP 102902	9	9
Lot 31 on GTP 102902	9	9
Lot 32 on GTP 102902	9	9
Lot 33 on GTP 102902	10	10
Lot 34 on GTP 102902	10	10
Lot 35 on GTP 102902	10	10
Lot 36 on GTP 102902	9	9
Lot 37 on GTP 102902	9	9
Lot 38 on GTP 102902	9	9
Lot 39 on GTP 102902	9	9
Lot 40 on GTP 102902	9	9
Lot 41 on GTP 102902	9	9
Lot 42 on GTP 102902	9	9
Lot 43 on GTP 102902	9	9
Lot 44 on GTP 103070	9	9
Lot 45 on GTP 103070	9	9
Lot 46 on GTP 103070	9	9
Lot 47 on GTP 103070	9	9
Lot 48 on GTP 103070	9	9
Lot 49 on GTP 103070	9	9
Lot 50 on GTP 103070	9	9
Lot 51 on GTP 103070	9	9
Lot 53 on GTP 103070	9	9
Lot 54 on GTP 103070	9	9
Lot 54 on GTP 103070	9	9
Lot 55 on GTP 103070	9	9
TOTALS	534	534

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

SCHEDULE C BY-LAWS

1. Each unit shall be used for residential purposes only except Lot 1 which may in addition to residential purposes be used as the Management / Caretaker Unit. No unit is to be used for any other purpose save for the purpose referred to in Clause 40 herein.

2. Outside wireless and television aerials may not be erected without written permission of the Body Corporate Committee.

3. No structural alteration shall be made to any unit (including any alteration to gas, water, electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony of any unit and including the installation of any air-conditioning system) without the prior permission in writing of the Body Corporate Committee.

4. Proprietors shall not paint or affix any signs, advertisements, notices or posters to or on any part of the premises, nor to do anything to vary the external appearance of their units without the prior consent of the Body Corporate Committee.

5. Pursuant to written permission being granted by the Committee as to the style and colour, a proprietor of a lot may erect external sun blinds and awnings and all curtains and I or blinds on the external windows of the building shall be of a uniform off-white backing or such other colour as the Committee of the Body Corporate shall from time to time nominate or require in order to have a standard and orderly appearance of the building.

6. Proprietors shall not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the member of the Committee appointed, from time to time for that purpose and advised to proprietors hereinafter called the "Committee's Representative" and not any other member of the Committee.

7. The pathways and drives on the land and any easement giving access to the land shall not be obstructed by any of the proprietors or used by them for any other purpose than the reasonable ingress and egress to and from their respective units and no proprietor shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathways, drives and easement.

8. Each proprietor shall be responsible for the interior maintenance and decoration of his unit.

9. Windows shall be kept clean and promptly replaced with fresh glass of the same kind and weight as at present if broken or cracked.

10. A proprietor shall see that all water taps in his unit are promptly turned off after use.

11. The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the proprietor whether the same is caused by his own actions or those of members of his household or his servants or agents or guests.

12. A proprietor shall give the Committee prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the said building as often as may be necessary.

13. A proprietor shall not obstruct nor deposit anything on any path, hail, stairway, corridor in the building or injure nor dirty any part thereof.

14. A proprietor shall not deposit anything or throw any dust or beat any mat carpet or cloth on or in the common areas in the buildings and grounds or allow children to play in or obstruct the use by other occupants of the said common areas.

15. All units shall be kept clean and all practical steps shall be taken to prevent infestation by vermin and/or insects.

16. A proprietor shall not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the stair case, passages or skylights, from balconies, from the roof or in passageways of the building. Any damages or costs for cleaning or repair caused by breach hereof shall be borne by the proprietor concerned.

17. (a) Incinerators and garbage cans shall be placed only where approved by the Committee and used only for the purpose for which they are provided.

(b) Empty bottles, boxes, used containers and similar items shall be stored tidily and, so far as possible, out of sight.

(c) Car spaces shall be kept tidy and free of all litter.

(d) Building materials, machinery or any heavy business equipment shall not be stored in the unit, land, or common property.

(e) No trucks, tractors or large machinery shall be kept on the common property or upon any lot.

18. No clothing bedding or other articles shall be hung on the windows, balconies or on the outside of the building or window thereof.

19. Keeping of animals

19.1 The owner or occupier of a lot must not, without the Body Corporate's written approval:

(a) bring or keep an animal on the lot or the Common Property; or

(b) permit an invitee to bring or keep an animal on the lot or the Common Property.

19.2 The Owner or occupier must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring or keep an animal on the lot or the Common Property.

19.3 All applications to bring or keep an animal on the lot or the Common Property must be submitted in writing to the Body Corporate and accompanied by the animal's registration, vaccination, and micro chipping certificates.

19.4 In deciding whether or not to grant consent to an owner or occupier of a lot to keep or bring an animal on the lot or Common Property, the following conditions may be required by the Body Corporate:

(a) the animal shall be kept on a lead or otherwise restrained when on Common Property and must not be taken into recreational areas, such as swimming pools, tennis courts, games rooms or barbeque areas (as appropriate for animal type);

(b) the animal must not cause any unreasonable nuisance or noise that will affect the peaceful enjoyment of an owner or occupier;

(c) the animal must not cause any injury or damage to the lot or Common Property;

(d) the animal's waste must be disposed of by the owner in such a way as not to create noxious odours or otherwise contaminate the Common Property or any other Body Corporate Property including but not limited to collection of any and all waste from Common Property immediately and cleaning such area with appropriate cleaning agents;

(e) the animal must be vaccinated, with medical records available for inspection;

(f) the animal must wear an identification tag clearly showing the owners name, address and telephone number; and

(g) the owner or occupier shall provide evidence of currency of registration with the Gold Coast City Council.

19.5 The Body Corporate reserves the right to issue a breach notice and to take further action should the owner or occupier of the animal breach the conditions set forth in paragraph 19.4, or such further conditions make on keeping of animals on grant of approval.

19.6 An owner or occupier must remove the animal from the Scheme land if ordered to in writing by the Body Corporate.

19.7 In this by-law, the Body Corporate shall have regard to Section 5 of the Guide, Hearing and Assistance Dogs Act 2009 (Qld) and shall grant such reasonable accommodation(s) as is necessary to grant equality of access.

20. In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance affecting any person in any unit the proprietor of such unit shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

21. Proprietors shall not bring or do or keep anything in this unit which shall increase the rate of fire insurance on the building or any property on the land or which may conflict with the laws and / or regulations relating to fires or any insurance policy upon the building or any property on the land or the regulations or ordinances of any public authority for the time being in force.

22. Proprietors shall not store or use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises nor in any other way cause or increase a risk of fire or explosion in their units.

23. A proprietor, his tenants, servants or agents shall not make or permit any objectionable noises in the building or premises nor interfere in any way with other residents or those having business with them and all musical instruments, wireless, radiograms, television sets and the like shall be controlled so that the sound arising therefrom shall be reasonable and not cause annoyance to the other occupants of the building.

24. Guests leaving after 11.00.p.m. shall be requested by their hosts to leave quietly. Quietness also shall be observed when occupants return to the building late at night or in early morning hours.

25. Proprietors shall not permit any auction sale to be conducted or take place upon the premises without consent of the Committee.

26. Before any furniture, piano or safe is moved into or out of any unit, due notice must be given to the Committee's Representative and the moving of same must be done in the manner and at the time directed by the Committee.

27. In the event of any unavoidable noise in a unit at any time the resident therein shall take all practical means to minimize annoyance to other residents by closing all doors, windows and curtains of their units and also such further steps as may be within their power for the same purpose.

28. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

29. Upon one (1) days' notice in writing the Committee and its servants, agents and contractors shall be permitted to inspect the interior of any unit and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the proprietor in cases where such leakage or defect is due to any act or default of the said proprietor or his tenants, guests, servants or agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the proprietor as is reasonable in the circumstances.

30. A copy of these by-laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any unit made available for letting.

31. The committee may make rules relating to the common property and in particular in relation to the swimming pool, tennis court and facilities unless and until they are disallowed or revoked by an ordinary resolution at a general meeting of the proprietors.

32. The proprietor shall not construct any fence or cause to be constructed any fence that is not similar type, size, design or nature as exists at "River View Terraces" without the permission of the Committee in writing. The Committee's decision in relation to fencing is final.

33. The proprietors shall not construct any garden shed on the property without the permission of the Committee in writing.

34. The duties and obligations imposed by these by-laws on a proprietor of a unit shall be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licensees.

35. Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any proprietor or the tenants, guests, servants, employees, agents, children, invitees or licensees of the proprietor or any of them, the committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the proprietor of the unit at the time when the breach occurred.

36. A proprietor shall not install or provide any window tinting to any external window of his unit or provide for any covering of any windows except with such blinds or curtain backing as is provided for in by-law 5 hereof.

37. The Committee may permit the Caretaker for the time being of the building to use as a car space such parts of the common property as the Committee in its discretion sees fit (other than those parts of the common property over which exclusive use to a proprietor or proprietors has been granted).

38. The swimming pool shall not be used between the hours of 9.00p.m. and 6.00a.m.

39. Whilst Purnim Pty Ltd remains a proprietor of any unit in the building it and its respective servants and/or agents shall be entitled to utilize any unit in the building of which it remains a proprietor as a display and marketing unit for the purpose of allowing prospective purchasers of any unit in the said building to inspect such unit or units, and further, shall be entitled to place such signs and other advertising and display material in and about the building, and about other parts of the common property other than the subject building, which signs shall in all respects be attractive and tasteful, bearing in mind the general appearance of the building, and shall not any time, and from time to time be more, in terms of number and size, than is reasonably necessary.

40. The proprietor or occupier of Lot 1 in the building may use such Lot both for residential purposes and for the purposes of management of the building and for the sale and letting of units in the building on behalf of the proprietors, and the rendering of such services to occupants of units in the building, and may without the consent of the Committee of the Body Corporate display signs or notices for the purposes of offering for sale or for lease or for letting any unit in the building. Lot I may be used for the purpose of a management office and reception facility together with associated services. For the purpose aforesaid the Body Corporate shall have power to grant to the proprietor of Lot 1 in the building the right to carry on in the building the business of lettings of units in the building and for that purpose to enter into an appropriate agreement on such terms and conditions as the Body Corporate may deem fit.

41. A proprietor must pay on demand to the Body Corporate the Body Corporate's costs and outlays (including legal costs calculated on a solicitor and own client basis) of and incidental to the recovery by the Body Corporate of any contributions or moneys due and owing to the Body Corporate by a proprietor pursuant to the Act or these by-laws.

42. The occupier of a lot must not-

    (a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or

    (b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or

    (c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

    An approval under subsection (b) must state the period for which it is given.

    The body corporate may cancel the approval by giving 7 days' written notice to the occupier.

    In this section-

    "regulated parking area" means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

43. Exterior Painting of Complex

    The body corporate may from time to time provide a painting service for the purpose of painting the exterior surfaces of all lots in the scheme. Prior to providing the service, the committee will obtain two quotes from reputable painting

contractors and will submit these for consideration by owners at a general meeting of the body corporate. So as to ensure that the cost of providing the service is recovered from the users of the service, pursuant to Section 118 of the regulation, the cost of the painting service will be met by the Sinking Fund.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Nil

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

Nil

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

residential tenancies authority

Part 1 Tenancy information

Item 1

1.1 Lessor

Name/trading name Kaylyn Beth Smith

Address

C/- Cottage Asset, 1/8 Dallas Parade

Keperra | QLD | Postcode 4054

1.2 Phone: 07 3497 5825 | Mobile: 0497819549 | ABN (optional):

Email: rentals@cottageasset.com.au

Note - Item 1.2 is optional.

Item 2

2.1 Tenant/s

1. Full name/s	Kayl [redacted] Nash
Phone	[redacted]
Emergency contact full name/s	
Emergency contact phone	
Emergency contact email	

2. Full name/s			
Phone		Email	
Emergency contact full name/s			
Emergency contact phone			
Emergency contact email			

3. Full name/s			
Phone		Email	
Emergency contact full name/s			
Emergency contact phone			
Emergency contact email			

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

Item 2.2 is optional. See clause 48(4).

Item 3

3.1 Lessor's agent If applicable.

Full name/trading name Cottage Asset Real Estate Pty Ltd ATF The Care Unit Trust

Address

1/8 Dallas Parade ,

Keperra | QLD | Postcode 4054

3.2 Phone: 07 3497 5825 | Mobile: 0497819549 | ABN (optional): 43426216893

Email: rentals@cottageasset.com.au

Note: Item 3.2 is optional.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

residential tenancies authority

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 ☑

Text Message Yes ☐ No ☐ Facsimile Yes ☐ No ☑

4.2 Tenant/s

Email Yes ☑ No ☐ kayla.nash91@gmail.com

Text Message Yes ☐ No ☐ Facsimile Yes ☐ No ☑

4.3 Agent

Email Yes ☑ No ☐ rentals@cottageasset.com.au

Text Message Yes ☐ No ☐ Facsimile Yes ☐ No ☑

Item 5 **5.1 Address of the rental premises**

47/4 Koala Town Rd		
Upper Coomera	QLD	Postcode 4209

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

As per RTA Form 1a - Entry Conditon Report

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

Not applicable

Item 6 **6.1 The term of the agreement is** ☑ fixed term agreement ☐ periodic agreement

6.2 Starting on 19 / 7 / 2026 **6.3 Ending on** 24 / 7 / 2027

See clause 4(2) Fixed term agreements only. For continuation of tenancy agreement, see clause 6

Item 7 **Rent** $ 650.00 per ☑ weekly ☐ fortnightly ☐ monthly See clause 8(1)

Item 8 **Rent must be paid on the** Due date day of each week

Insert day. See clause 8(2) Insert week, fortnight or month

Item 9 **Methods of rent payment** Insert the ways the rent must be paid. See clause 8(3)(a)

Method 1	EFT,Bank cheque or money order
Method 2	

Details for direct credit

BSB no. [redacted] Bank/building society/credit union

Account [redacted] Account name Cottage Asset Real Estate Pty Ltd ATF The Care Unit Trust

Payment reference Kayla Nash

CC BY

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

residential tenancies authority

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

NAB

Item 11 **Day of last rent increase** Insert the day the rent was last increased for the premises

18 / 07 / 2025

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Item 12 **Rental bond amount** $ 2,600.00 See clause 13

Item 13 **13.1 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 TV and internet See special terms (page 12)

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

☑ Yes ☐ No

Item 14 **If the premises is not individually metered for a service under item 13.1, 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 NIL

Gas NIL

Phone NIL

Any other service stated in item 13.1

See special terms (page 12)

Item 15 **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 13.1
See special terms (page 12)

Item 16 **Number of persons allowed to reside at the premises** 3 See clause 22

Item 17 **17.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?** ☑ Yes ☐ No

17.2 Has the tenant been given a copy of the relevant by-laws See clause 23 ☑ Yes ☐ No

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

Electrical repairs	Good Vibes Electrical	Phone	0434 499 013
Plumbing repairs	Marshall Plumbing Solutions	Phone	0434 899 559
Other repairs	Please contact Cottage Asset Real Estate	Phone	07 3497 5825

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

☐ Yes

☑ No - please provide lessor contact details below

Name Cottage Asset Real Estate Phone 0497 819 549

Item 19 **The type and number of pets approved by the lessor to be kept at the premises** See clauses 34 to 37

Type N/A Number Type N/A Number

For more information on what is defined as a pet and working dog visit the RTA's Renting with pets webpage.

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 item 5.2; and

(b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008* ***(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 of this agreement; 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 - ss 52 and 54-56

(1) This part states, under 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.

(6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.

(7) A breach of this agreement may also be an offence under the Act.
Examples for subclause (7) –

1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.

2 It is an offence if the tenant does not sign and return the condition report to the lessor or 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 item 1 or 2

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

(3) Each tenant named in item 2 -

(a) holds their interest in the tenancy -

(i) if a special term states the tenants are joint tenants—as a joint tenant; or

(ii) otherwise—as a tenant in common; and

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

Division 2 Entering tenancy

4 Start of tenancy

(1) The tenancy starts on the day stated in 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 or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.

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

(3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

(4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no later than 7 days after the later of the following days –

(a) the day the tenant occupies the premises;

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

(5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.

(6) However, the lessor or lessor's agent does not have to prepare a condition report for the premises if –

(a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and

(b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.

(7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

(1) This clause applies if -

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

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

(i) a notice to leave;

(ii) a notice of intention to leave;

(iii) an abandonment termination notice;

(iv) a notice, agreement or application relating to the death of a sole tenant under section 324A;

(v) a separate written agreement between the lessor and tenant under section 277(a) to end this 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 certain notices, see the information statement.

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

(1) This clause applies if -

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

(b) the tenant ends this agreement before the term ends other than in a way permitted under the Act.

(2) The tenant must pay the reletting costs under section 357A(3).
Note – For when the tenant may end this agreement early under the Act, see clause 40 and the information statement.

(3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.
For more information visit the Domestic violence in a rental property webpage on the RTA website.

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 item 7.
(2) The rent must be paid on the days stated in item 8.
(3) The rent must be paid -
(a) in a way stated in item 9; or
Note – Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.
(b) in a way agreed after the signing of this agreement by -
(i) the lessor or tenant giving the other party a notice proposing a way; and
(ii) the other party agreeing to the proposal in writing; or
(c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement – in a way the lessor or lessor's agent proposes by written notice to the tenant under section 84A.
(4) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
(5) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
(6) If a place is stated in item 10, the rent must be paid at the place.
(7) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.
(8) If no place is stated in 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 office of the lessor's agent

9 Rent in advance - s 87

The lessor or lessor's agent 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 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 –
(a) the amount of the increased rent; and
(b) the day from when the rent is payable; and
(c) the day the rent was last increased for the premises.
(3) The day stated from when the increased rent is payable must not be earlier than the later of the following –
(a) 2 months after the day the notice is given;
(b) 12 months after the last rent increase for the premises in accordance with section 93.
(4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
(5) However, the increased rent is payable by the tenant only if –
(a) the rent is increased in compliance with this clause and the Act; and
(b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and
(c) the increase in rent does not relate to –
(i) compliance of the premises with the prescribed minimum housing standards; or
(ii) keeping a pet or working dog at the premises.
(6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless –
(a) this agreement provides for the rent increase; and
(b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
(c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about rent increase - s 92

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

12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.
Note - For information about 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 item 12, the tenant must pay to the lessor or the lessor's agent the bond –
(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 rental bond that may be required. See sections 112(1) and 146 and the information statement.
(2) The lessor or the lessor's agent must, within 10 days of receiving the rental 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 rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.
Example - The lessor may claim against the rental 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 rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

14 Increase in rental 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, following 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 notice is given to the tenant.

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 for the premises.
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 item 13.1; and
(c) either -
(i) the premises are individually metered for the service; or
(ii) Item 14 states how the tenant's apportionment of the cost of the service is to be worked out; and
(d) item 15 states how the charge may be recovered by the lessor from the tenant.

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

17 Water service charges - ss 164, 166 and 166A

(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) Item 13.2 states that the tenant must pay for water supplied to the premises.

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

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

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

(5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.

(6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of the water consumption charges documents about the incurring of the amount.

(7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.

(8) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

(9) The tenant may be required to pay an amount calculated for a partial billing under section 166A using —
(a) a meter reading for the premises recorded in a condition report; and
(b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant; and
(c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.

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

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.

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

Division 6 Rights and obligations 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.
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.

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

(1) The tenant may use the premises -
  (a) only as a place of residence; or
  (b) mainly as a place of residence and 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
  - making 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 Number of occupants allowed

No more than the number of persons stated in item 16 may reside at the premises.

23 Body corporate by-laws - s 69

(1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
  (a) the occupation of the premises; or
  (b) any common area available for use by the tenant with the premises.

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

(3) Subclause (1) does not apply if -
  (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
  (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

Subdivision 2 Standard of premises

24 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: and
  (e) the premises otherwise comply with any prescribed minimum housing standards applying to 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 any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
  (d) keep any common area included in the premises clean; and
  (e) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.

(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.

25 Tenant's obligations generally - s 188

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

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

(3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.
  For more information visit the Domestic violence in a rental property webpage on the RTA website.

Subdivision 3 The dwelling

26 Fixtures or structural changes - ss 207-209

(1) The tenant may attach a fixture, or make a structural change, to the premises only if –
  (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
  (b) the lessor agrees to the request; and
  (c) for body corporate premises—the body corporate agrees to the request; and
  (d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.
  Note – Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

(2) The lessor must –
  (a) decide the request –
    (i) within 28 days after receiving the request; or
    (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
  (b) advise the tenant of the lessor's decision; and
  (c) if the lessor agrees to the request and the premises are body corporate premises –
    (i) state that the lessor's agreement is subject to the agreement by the body corporate; and
    (ii) give the request to the body corporate within 28 days after receiving the request; and
    (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.

(3) If the lessor agrees to the request, the lessor must give the tenant an agreement that –
  (a) is in writing; and
  (b) describes the nature of the fixture or structural change; and
  (c) states any conditions of the agreement, including any conditions given by the body corporate.
  Examples of conditions -
  - that the tenant must maintain the fixture in a particular way
  - that the tenant must remove the fixture and must repair damage caused by removing the fixture
  - that the lessor must compensate the tenant for the fixture if the tenant can not remove it

(4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.

(5) In this clause–
body corporate premises means premises –
(a) that are part of a body corporate scheme; and
(b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

27 Action by lessor for breach of lessor's agreement about fixture or structural change – s 209A

(1) This clause applies if—
(a) the tenant attaches a fixture, or makes a structural change, to the premises; and
(b) the lessor's agreement is given under section 208 to attach the fixture or make the structural change; and
(c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
(2) The lessor may –
(a) take action for a breach of a term of this agreement; or
(b) waive the breach and treat the fixture or structural change as an improvement to the premises for the lessor's benefit.

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, give 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 tenant may change a lock at the premises only if –
(a) the other party to this agreement agrees to the change; or
(b) the lessor or tenant has a reasonable excuse for making the change; or
(c) the lessor or tenant believes the change is necessary because of an emergency; or
(d) the lock is changed to comply with an order of the tribunal.
(2) However, the tenant may also change a lock at the premises if the tenant –
(a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
For more information visit the Domestic violence in a rental property webpage on the RTA website.
(b) engages a locksmith or other qualified tradesperson to change the lock.
(3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
(4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
(a) the other party agrees to not being given the key; or
(b) the tribunal orders that the key not be given to the other party.
(5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
(6) The right of the lessor or tenant to change a lock under this clause is subject to a body corporate law or a body corporate by-law that applies to the premises.

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 tenant of the premises;
(l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to, or using, the premises.
(2) Also, ***emergency repairs*** are works needed for the premises to comply with the prescribed minimum housing standards.
(3) ***Routine repairs*** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

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

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 the lessor if -
(a) there is no nominated repairer for the repairs; or
(b) a nominated repairer for the repairs is not the tenant's first point of contact; or
(c) a nominated repairer for the repairs is the tenant's first point of contact but the tenant has been unable to contact the repairer after making reasonable efforts.
(4) If the premises need emergency repairs and there is a nominated repairer of the lessor for the repairs, the notice must be given to the repairer if–
(a) the repairer is the tenant's first point of contact; or
(b) the repairer is not the tenant's first point of contact but the tenant has been unable to contact the lessor after making reasonable efforts.
(5) Despite clause 48, a notice under this clause does not need to be written.

(6) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.
For more information visit the Domestic violence in a rental property webpage on the RTA website.

33 Emergency repairs arranged by tenant - ss 218 and 219

(1) The tenant may arrange for a suitably qualified person to make emergency repairs of the premises 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 the repairs; or
(b) the repairs are not made within a reasonable time after notice is given.
Note – Section 219A also provides that the lessor's agent may arrange for emergency repairs.

(2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.
Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

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

(1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
(2) However, the tenant may keep a working dog at the premises without the lessor's approval.
(3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 19.
Notes -
1 If item 19 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
2 For additional approvals to keep a pet at the premises see clause 36.
(4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
(a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
(b) a change in the lessor or lessor's agent;
(c) for a working dog – the retirement of the dog from the service the dog provided as a working dog.
(5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.
Examples -
1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

35 Tenant responsible for pets and other animals - s 184C

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

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

(1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
(2) The lessor must respond to the tenant's request within 14 days after receiving the request.
(3) The lessor's response to the request must be in writing and state –
(a) whether the lessor approves or refuses the tenant's request; and
(b) if the lessor approves the tenant's request subject to conditions – the conditions of the approval; and
Note – See clause 37 for limitations on conditions of approval to keep a pet at the premises.
(c) if the lessor refuses the tenant's request –
(i) the grounds for the refusal; and
(ii) the reasons the lessor believes the grounds for the refusal apply to the request.
(4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
(a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
(b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
(c) keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
(d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
(e) keeping the pet would contravene a law;
(f) keeping the pet would contravene a body corporate by-law applying to the premises;
(g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 37 – the tenant has not agreed to the conditions;
(h) the animal stated in the request is not a pet as defined in section 184A;
(i) another ground prescribed by a regulation under section 184E(1)(j).
(5) The lessor is taken to approve the keeping of the pet at the premises if –
(a) the lessor does not comply with subclause (2); or
(b) the lessor's response does not comply with subclause (3).

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

(1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
(a) relate only to keeping the pet at the premises; and
(b) are reasonable having regard to the type of pet and the nature of the premises; and
(c) are stated in the written approval given to the tenant under clause 36(3).
(2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
(a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
(b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
(c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
(3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
(a) would have the effect of the lessor contravening section 171 or 172; or
(b) would, as a term of this agreement, be void under section 173; or
(c) would increase the rent or rental bond payable by the tenant; or
(d) would require any form of security from the tenant.

(4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

38 General - ss 238 and 240

(1) Subject to clause 39, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if –
  (a) the lessor agrees in writing to the transfer or subletting; or
  (b) the transfer or subletting is made under an order of the tribunal.

(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.

39 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 is given under 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

40 Ending of agreement - s 277

(1) This agreement ends only if -
  (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
  (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
  (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
  (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
  (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
  (f) the tribunal makes an order terminating this agreement.

(2) Also, this agreement ends for a sole tenant if –
  (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
  Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
  (b) the tenant dies.
  Note - See section 324A for when this agreement ends if a sole tenant dies.

41 Condition premises must be left in - s 188

(1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
  Examples of what may be fair wear and tear -
  - wear that happens during normal use
  - changes that happen with ageing

(2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.
  For more information visit the Domestic violence in a rental property webpage on the RTA website.

42 Keys

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

43 Tenant's forwarding address - s 205

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

(2) However, subclause (1) does not apply if -
  (a) the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or
  (b) after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.
  For more information visit the Domestic violence in a rental property webpage on the RTA website.

44 Exit condition report - s 66

(1) The tenant must, on or before the day this agreement ends, prepare, and sign a condition report for the premises in the approved form.
  Note – For the approved form for the condition report, see the information statement.

(2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or 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

(3) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the condition report –
  (a) sign the copy; and
  (b) if the lessor or lessor's agent does not agree with the report – show the parts of the report the lessor or lessor's 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 lessor's agent – make a copy of the report and return it to the tenant at the address.

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

45 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.

Division 9 Miscellaneous

46 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, the lessor's agent or a person nominated by the lessor or lessor's agent.

(2) Subclause (1) does not apply to -
  (a) a requirement about a service charge; or
  (b) a condition of an approval to keep a pet if the condition –
    (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
    (ii) complies with clause 37; and
    (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

47 Lessor's agent - s 206

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

(2) Unless a special term provides otherwise, the lessor's agent may –
  (a) stand in the lessor's place in any application to the 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.

Note – See also sections 24 and 25

48 Notices

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

(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 relevant party –
  (a) by giving it to the relevant party personally; or
  (b) if an address for service for the relevant party is stated in item 1, 2 or 3 – by leaving it at the address; or sending it by prepaid post as a letter to the address; or
  (c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication – by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

  Examples of types of electronic communication – email, facsimile, text message

(4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.

(5) A relevant party may change their address for service, or electronic address only by giving notice to each other relevant party of their new address for service, or a new electronic address.

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

(7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.

(8) Unless the contrary is proved -
  (a) a notice left at an address for service is taken to have been received by the person 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 electronic communication to an electronic address is taken to have been received by the recipient –
    (i) if the type of electronic communication is email – when the email enters the recipient's email server; or
    (ii) if the type of electronic communication is facsimile – when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or
    (iii) otherwise – at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.

(9) In this clause –
relevant party means –
  (a) the lessor; or
  (b) the tenant; or
  (c) if there is an agent of the lessor – the lessor's agent.

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.

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.**

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

Signature of lessor/agent

Name/trading name

Cottage Asset

Signature

DocuSigned by: Bree Deslandes 37913A02993C4FF...

Date / / 16-06-2026

Signature of tenant 1

Print name

Kayla Lorraine Nash

Signature

DocuSigned by: Kayla Nash 3178828A6E9745E...

Date / / 16-06-2026

Signature of tenant 2

Print name

Signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

Special Terms

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

49 Occupation and use of premises

The tenant must not permit persons other than the persons and the number of persons nominated as approved occupants in Part 1 and Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

50 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 38.

51 Care of the premises by the tenant

(1) During the tenancy, the tenant must-
- (a) not do anything that might block any plumbing or drains on the premises;
- (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
- (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
- (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
- (e) subject to the lessor's obligations under clause 24(1)(e) and 24(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
- (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 26;
- (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
- (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).

(2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
- (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
- (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
- (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
- (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
- (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
- (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
- (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

52 Photographs of the property during an inspection

(1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.

(2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

53 Locks and keys

(1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
- (a) replacing the key, access keycard or remote control; and
- (b) gaining access to the premises.

(2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.

(3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.

(4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

© Copyright The Real Estate Institute of Queensland Ltd

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

54 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

(a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
(b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

55 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.
(2) The lessor may claim from the tenant -
(a) any increase in the premium of the lessor's insurance; and
(b) any excess on claim by the lessor on the lessor's insurance; and
(c) any other cost and expenses incurred by the lessor;
as a direct or indirect result of the tenant's negligent acts or omissions.

56 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

57 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-
(a) at least once every 12 months; or
(b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
(i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
(ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
(2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
(3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and
Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.
(4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
(a) at least once every 12 months; or
(b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.
(5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

58 Portable pool obligations

(1) The tenant must-
(a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
(b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
(2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
(a) Maintain and repair the portable pool at the tenant's own expense;
(b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
(c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 26 of the standard terms;
(d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 26 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
(3) In accordance with special term 58(1) and 58(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

© Copyright The Real Estate Institute of Queensland Ltd

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

59 Pets

If the pet is permitted inside, this special term applies:

(1) In addition to clause 34(3), the lessor approves a pet as stated in Item 19 of this agreement to be kept inside a dwelling on the premises, conditional on:

(a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and

(b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

(2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

(3) For the sake of clarity, the conditions outlined in special term 59 relate only to the lessor's approval to keep a pet at the premises as stated in Item 19 of this agreement.

(4) For requests for approval to keep a pet at the premises inconsistent with Item 19 of this agreement, see clauses 36 and 37 of this agreement and sections 184D to 184F of the Act.

60 Electronic Signing

(1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;

(2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:

(a) agree to enter into this agreement in electronic form; and

(b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

© Copyright The Real Estate Institute of Queensland Ltd