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	**Bernhard Joshua Budiono**
Property address (referred to as the "property" in this statement)	**1/202 QUEEN STREET, SOUTHPORT QLD 4215**
Lot on plan description	**1/BUP13452**

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: 28/01/2026 - 27/01/2027 » the amount of rent and bond payable: $1,560 per fortnight, $3,120 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)* 28/01/2026 **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: $1583.11 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: $274.72 Date Range: 11/02/2026 - 13/05/2026 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

Signed by:
Bernhard Joshua Budiono
31C1F176D70E40B...

Signature of seller	Signature of seller
Bernhard Joshua Budiono	
Name of Seller	Name of Seller
30-Jul-2026 | 10:01:37 AEST	
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

Titles QUEENSLAND

Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	**18677079**		**Search Date:**	22/07/2026 09:52
Date Title Created:	13/01/1994		**Request No:**	56970918
Previous Title:	18574173			

ESTATE AND LAND

Estate in Fee Simple

LOT 1 BUILDING UNIT PLAN 13452
Local Government: GOLD COAST

COMMUNITY MANAGEMENT STATEMENT 2216

REGISTERED OWNER

Dealing No: 717647443 15/11/2016

BERNHARD JOSHUA BUDIONO

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
   Deed of Grant No. 10321242 (POR 52)

2. MORTGAGE No 724413558 14/10/2025 at 14:37
   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 **

5787

ENTERED

Building Units and Group Titles Act 1980 — 1990
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 1)

Regulation 8(1)
Sheet No. 1 of 8 Sheets
ANNEXURE TO SHEET 1
MADE -2 MAY 1995

NAME OF BUILDING: SOUTHPORT TERRACES

BUILDING UNITS PLAN NO. 13452

SIGNATURE OF REGISTERED PROPRIETOR:

WA Browne

F.O.L.R.

NAME OF REGISTERED PROPRIETOR: DAVID SHEARS BROWNE AND
WENDY ANN BROWNE
AS JOINT TENANTS

ADDRESS: C/- CHIRN PARK REALTY
26 MUSGRAVE AVENUE, SOUTHPORT

REFERENCE TO TITLE: VOLUME 8574 FOLIO 173

DESCRIPTION OF PARCEL: LOT 57 ON RP 854811

COUNTY: WARD

PARISH: NERANG

CITY:

NAME OF BODY CORPORATE: THE PROPRIETORS "SOUTHPORT TERRACES"
BUILDING UNITS PLAN NO 13452

ADDRESS at which documents may be served:
C/- CHIRN PARK REALTY
26 MSUGRAVE AVENUE
SOUTHPORT QLD 4215

BUILDING UNITS PLAN No.: 13452

REGISTERED:

10 JAN 1994

REGISTRAR OF TITLES
4 437

CMS2216

BUP13452

~~Shire~~ Clerk
Town

Surveyor's Reference: S1790

COUNCIL OF THE CITY OF GOLD COAST

Local Authority Reference: 5787

CISP

Docusign Envelope ID: C6E897FD-3A8F-8D24-82B1-E3C6E944D0E6

LOCAL AUTHORITY TO COMPLETE AT TIME OF SEALING OF PLAN

1. CURRENT ZONING Special Residential
(AT SEALING)

2. AREA OF BASE PARCEL 1012
(SQUARE METRES)

3. IF BUP - DOES PLAN CONTAIN UNITS THAT ARE ABOVE OTHER UNITS?

YES ☐ NO ☑

This information does not form part of the Register.

601113656

L778034T

DATA TAKEON

	143
	400
	120
	663.

Lodger: Peter Atkinson 6)

ANNEXURE TO SHEET NO. 1 1 OF BUILDING UNITS PLAN NO. 13452 ON 2 MAY 1995

REGISTRAR OF TITLES.

NO. 700473821 NOTIFICATION OF CHANGE OF BY LAWS RECORDED 2 MAY 1995

G 358—Govt. Printer, Qld.

5787

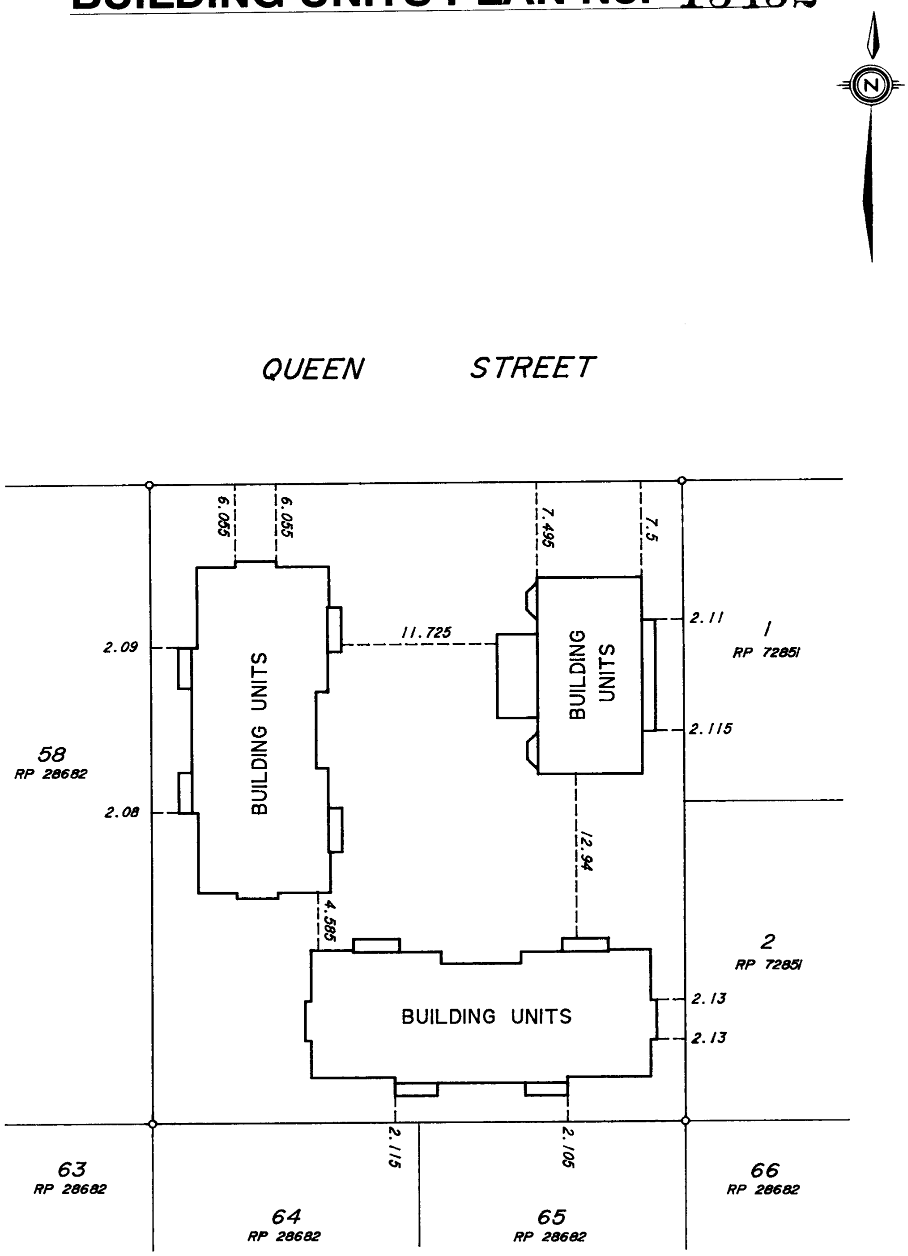
Building Units and Group Titles Act 1980 — 1990

BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Regulation 8(1)
Sheet No. 2 of 8 Sheets

Name of Building: SOUTHPORT TERRACES

BUILDING UNITS PLAN No. 13452



SCALE: 1 : 400

~~Shire~~ Town Clerk

COUNCIL OF THE CITY OF GOLD COAST

5787

Building Units and Group Titles Act 1980 — 1990
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 2)

Regulation 8(1)

Name of Building: SOUTHPORT TERRACES

Sheet No. 3 of 8 Sheets

BUILDING UNITS PLAN NO. 13452

I, JONES FLINT & PIKE PTY LTD of 17A MARGARET STREET, SOUTHPORT

licensed surveyor registered under the Surveyors Act 1977 -1991 hereby certify that:—

(a) The building shown on the *building units plan~~/building units plan of resubdivision~~ to which this certificate is annexed is within the external surface boundaries of the parcel the subject of the said plan ~~subject to paragraph (b) of this certificate~~;

~~(b) (i) Where eaves or guttering project beyond such boundaries an appropriate easement has been granted as~~ an appurtenance of the parcel; and

(ii) Where that projection is ~~over a road the local~~ authority has consented thereto pursuant to the ordinances ~~or by-laws as the case may be~~;

and

(c) I have physically inspected the building shown on the building units plan to which this certificate is annexed and—

(i) It conforms to the building units plan as submitted; and

(ii) the numbering of the lots agrees with the numbering on the building units plan; and

(iii) the areas designated as parts of lots (including garages) have been suitably identified and structurally divided; and

(iv) all lots in the building are physically connected to each other in an approved manner.

DATED this 12th day of October 1993

JONES FLINT & PIKE PTY. LTD. A.C.N. 050 414 045 THE COMMON SEAL

I A THOMSON DIRECTOR

K M FINN DIRECTOR &

LICENSED SURVEYOR

*Delete whichever is inapplicable

~~Shire~~ Town Clerk

COUNCIL OF THE CITY OF GOLD COAST

5787

Building Units and Group Titles Act 1980 — ~~198x~~ 1990
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 3)

Name of Building: SOUTHPORT TERRACES

Regulation 8(1)
Sheet No. 4 of 8 Sheets

BUILDING UNITS PLAN NO. 13452

CERTIFICATE OF LOCAL AUTHORITY

Council of the City of Gold Coast hereby certifies that the proposed subdivision of the parcel as illustrated in the abovementioned plan has been approved by the Council of the City of Gold Coast and that all the requirements of The Local Government Act 1936 to ~~198~~ 1990 as modified by the Building Units and Group Titles Act 1980 ~~198x~~ 1990 have been complied with in regard to the subdivision.

DATED this 15TH day of NOVEMBER , 19 93 .

MAYOR.............................

TOWN CLERK.............................

Council of the City of Gold Coast

5787

Building Units and Group Titles Act 1980 — 1990
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 6)

Regulation 8(1)

Name of Building: SOUTHPORT TERRACES

Sheet No. 5 of 8 Sheets

BUILDING UNITS PLAN NO. 13452

I, BARRY EDWARD KILMISTER , of SOUTHPORT

~~*an architect within the meaning of the Architects Act 1985~~.

*a building surveyor appointed by the Council+ of the City of Gold Coast ,

~~*a building inspector appointed by the Council+~~ ,

hereby certify that the building shown on the *building units plan/~~building units plan of resubdivision~~ to which this certificate is annexed has been substantially completed in accordance with plans and specifications approved by ~~*the Council +~~ /a designated officer of the Council + of the City of Gold Coast

DATED this 15TH day of NOVEMBER , 19 93 .

~~*Architect~~/Building surveyor/~~Building inspector~~.

* Delete whichever is inapplicable
+ Insert name of local authority

~~Shire~~ Clerk
Town

COUNCIL OF THE CITY OF GOLD COAST

5787

Building Units and Group Titles Act 1980 — 1990
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 8)

Regulation 8(1)
Sheet No.6 of8 Sheets

Name of Building: SOUTHPORT TERRACES

BUILDING UNITS PLAN NO. 13452

SCHEDULE OF LOT ENTITLEMENTS AND REFERENCE TO CURRENT CERTIFICATE OF TITLE

Lot No.	Level	Entitlement	Current C's T. Vol.	Current C's T. Fol.	Lot No.	Level	Entitlement	Current C's T. Vol.	Current C's T. Fol.
1	A & B	1	8677	79					
2	A & B	1		80					
3	A & B	1		81					
4	A & B	1		82					
5	A & B	1		83					
6	A & B	1		84					
7	A & B	1		85					
8	A & B	1		86					
9	A & B	1		87					
10	A & B	1		88					
AGGREGATE		10			AGGREGATE				

SIGNATURE OF REGISTERED PROPRIETOR:

WA Brame

~~Shire~~ Town Clerk

COUNCIL OF THE CITY OF GOLD COAST

5787

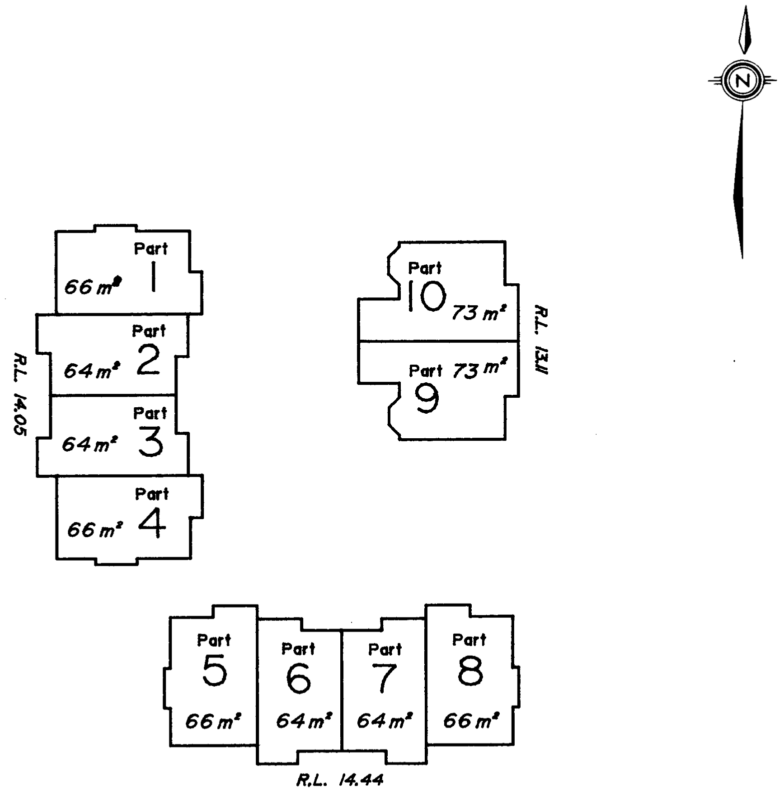
Building Units and Group Titles Act 1980 — 1990
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building: SOUTHPORT TERRACES

Regulation 8(1)
Sheet No. 7 of 8 Sheets

BUILDING UNITS PLAN NO. 13452

LEVEL A



Level Datum : AHD
Level Origin : PSM 18817
R.L. 6.421 (AHD)

Scale: 1 : 400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:

W A Browne

~~Shire~~ Clerk
Town

COUNCIL OF THE CITY OF GOLD COAST

5787

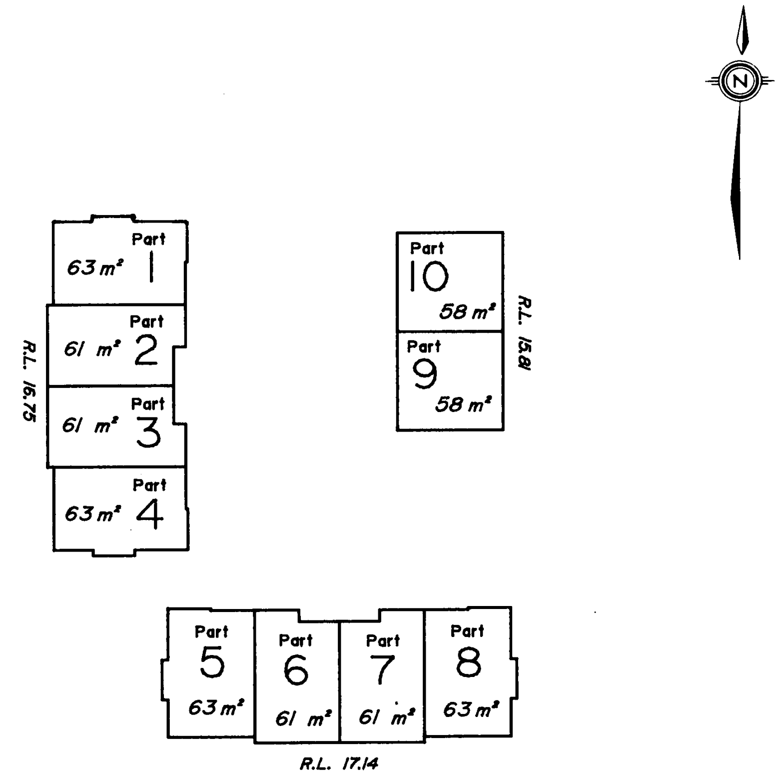
Building Units and Group Titles Act 1980 — 1990
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Regulation 8(1)

Name of Building: SOUTHPORT TERRACES

BUILDING UNITS PLAN NO. 13452

LEVEL B



Level Datum : AHD
Level Origin : PSM 18817
R.L. 6.421 (AHD)

Scale: 1 : 400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:

W A Browne

~~Shire~~ Clerk
Town

COUNCIL OF THE CITY OF GOLD COAST

13452

Register
10.1.94.

G1

B dy C rp rate f r SOUTHPORT TERRACES CTS 2216

2 2-2 4 QUEEN STREET SOUTHPORT QLD 4215
ABN/ACN 548513699

DEBTOR STATEMENT - LOT: 1

OWNER: BERNHARD JOSHUA BUDIONO

F r the peri d 1 Feb 2026 t   31 Jan 2027 - s rted by Due Date

Levy Acc unt

Due Date	Issue Date	Payment Date	Payment Meth d	Descripti n	Peri d (if applicable)	Admin Fund	Sink Fund	BALANCE
				Brought forward			-2,976.87	-2,976.87
1- 2-26	19-12-25			Levies - normal (interim)	1- 2-26 to 3 - 4-26		-2 3.78	-3,18 .65
1- 2-26	19-12-25			Levies - normal (interim)	1- 2-26 to 3 - 4-26	-868.67		-4, 49.32
		6- 2-26	TRANSFER	Payment 125.			125.	-3,924.32
		13- 2-26	TRANSFER	Payment 125.			125.	-3,799.32
15- 2-26	15- 2-26			Other Debt recovery costs Lot 1 Level 1		-53.		-3,852.32
		2 - 2-26	TRANSFER	Payment 125.			125.	-3,727.32
27- 2-26	27- 2-26			Other Debt recovery costs Lot 1 Level 2		-9 .		-3,817.32
		27- 2-26	TRANSFER	Payment 125.			125.	-3,692.32
		2- 3-26	TRANSFER	Payment 2 .			2, .	-1,692.32
3- 3-26	9- 3-26			Penalty			-5. 9	-1,697.41
3- 3-26	9- 3-26			Penalty		-21.72		-1,719.13
		6- 3-26	TRANSFER	Payment 125.			125.	-1,594.13
		6- 3-26	TRANSFER	Payment 5 .		148.13	351.87	-1, 94.13
11- 3-26	11- 3-26			Other Debt recovery costs Lot 1 Level 3		-95.		-1,189.13
		13- 3-26	TRANSFER	Payment 125.		119.91	5. 9	-1, 64.13
		2 - 3-26	TRANSFER	Payment 125.		125.		-939.13
		27- 3-26	TRANSFER	Payment 125.		125.		-814.13
2- 4-26	8- 4-26			Penalty			-5. 9	-819.22
2- 4-26	8- 4-26			Penalty		-6.18		-825.4
		7- 4-26	TRANSFER	Payment 125.		125.		-7 .4
		1 - 4-26	TRANSFER	Payment 125.		6.18	118.82	-575.4
		17- 4-26	TRANSFER	Payment 125.		34.95	9 . 5	-45 .4
		24- 4-26	TRANSFER	Payment 125.		125.		-325.4
1- 5-26	18- 3-26			Levies - normal (interim)	1- 5-26 to 31- 7-26		-2 3.78	-529.18
1- 5-26	18- 3-26			Levies - normal (interim)	1- 5-26 to 31- 7-26	-868.67		-1,397.85
		1- 5-26	TRANSFER	Payment 125.		125.		-1,272.85
		8- 5-26	TRANSFER	Payment 125.		125.		-1,147.85
		11- 5-26	TRANSFER	Payment 5 .		5 .		-647.85
15- 5-26	15- 5-26			Other Debt recovery costs Lot 1 Level 1		-53.		-7 .85
		15- 5-26	TRANSFER	Payment 125.		125.		-575.85

B dy C rp rate f r SOUTHPORT TERRACES CTS 2216

2 2-2 4 QUEEN STREET SOUTHPORT QLD 4215
ABN/ACN 548513699

DEBTOR STATEMENT - LOT: 1

OWNER: BERNHARD JOSHUA BUDIONO

F r the peri d 1 Feb 2026 t 31 Jan 2027 - s rted by Due Date

Levy Acc unt

Due Date	Issue Date	Payment Date	Payment Meth d	Descripti n	Peri d (if applicable)	Admin Fund	Sink Fund	BALANCE
		22- 5-26	TRANSFER	Payment 125.		125.		-45 .85
		29- 5-26	TRANSFER	Payment 125.		125.		-325.85
		29- 5-26	TRANSFER	Payment 7 .		496.22	2 3.78	374.15
		5- 6-26	TRANSFER	Payment 125.		125.		499.15
		12- 6-26	TRANSFER	Payment 125.		125.		624.15
		19- 6-26		Credit transfer		-211.93	211.93	624.15
		26- 6-26	TRANSFER	Payment 125.		125.		749.15
		3- 7-26	TRANSFER	Payment 125.		125.		874.15
		1 - 7-26	TRANSFER	Payment 125.		125.		999.15
		17- 7-26	TRANSFER	Payment 125.		125.		1,124.15
1- 8-26	19- 6-26			Levies - normal	1- 8-26 to 31-1 -26		-211.93	912.22
1- 8-26	19- 6-26			Levies - normal	1- 8-26 to 31-1 -26	-381.33		53 .89
					Balance as at 22 Jul 2026	**530.89**	**0.00**	**530.89**

* Invoice is a debt to the Lot
^ Invoice is a debt to the Sundry Debtor

	TOTAL ADMIN	TOTAL SINK	TOTAL BALANCE
$	**530.89**	**0.00**	**530.89**

C S 2216

A N: 54851369900
202-204 QUEEN STREET
SOUTHPORT QLD 4215

Accounts: 1300889227
ody Corporate Services (QLD) Pty Ltd

S A EMEN OF CON RIBU IONS

For the period 19 Jun 2026 to 1 Aug 2026

ERNHARD JOSHUA UDIONO
[redacted]

Issue Date: **22/07/26**

Statement Activity for Body Corporate for SOU HPOR ERRACES C S 2216 - ABN/ACN: 54851369900

Lot: 1 **Unit:** U1
Address: 202-204 QUEEN STREET, SOUTHPORT, QLD 4215

Date	Description	Period (if applicable)	Admin	Sink	Balance
	brought forward		(624.15)	0.00	(624.15)
19/06/26	Credit transfer		211.93	(211.93)	(624.15)
26/06/26	Payment 125.00		(125.00)	0.00	(749.15)
03/07/26	Payment 125.00		(125.00)	0.00	(874.15)
10/07/26	Payment 125.00		(125.00)	0.00	(999.15)
17/07/26	Payment 125.00		(125.00)	0.00	(1,124.15)
01/08/26	Levies - normal	01-08-26 to 31-10-26	381.33	0.00	(742.82)
01/08/26	Levies - normal	01-08-26 to 31-10-26	0.00	211.93	(530.89)

otal Amount as at 1st August 2026 **$ 530.89CR**

If mailing your payment please tear off this slip and return with payment. DO NO include correspondence with your payment.

Please make cheques payable to: Body Corporate for C S 2216

DEFT PAYMENT SYSTEMS

DEF Reference Number:
3004 6883 2349 0170 0017

How to Pay

Bpay: Call your bank, credit union or building society to make this payment from your cheque or savings account.

Internet: Visit www.deft.com.au and use the DEFT reference number supplied on this page.

In person: Present this page to make your payment at any post office.

Payments by credit or debit card may attract a surcharge.
Registration is required for payments from bank accounts.
Registration forms available from www.deft.com.au.

SOUTHPORT TERRACES
Lot: 1 Unit: U1
SOUTHPORT TERRACES

otal Amount: **$ 530.89CR**
as at 1st August 2026

BPAY
Biller Code: 96503
Reference: 3004 6883 2349 0170 0017

Post Billpay

*496 300468832 34901700017

+ 004688 2 4901700017< 000000000<4+

Office of the Commissioner for Body Corporate and Community Management

BCCM **Form 33**

Queensland Government
Department of Justice and Attorney-General

Body corporate certificate

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:

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 22/07/2026.

Becoming an owner

When you become an owner of a lot in a community title 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
SOUTHPORT TERRACES 2216
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: Rheanna Douglas — Company: Body Corporate Services (QLD) Pty Ltd Phone: 1300889227 — Email: bcs_goldcoast@bcssm.com.au ☐ No
Accessing records
Who is responsible for keeping the body corporate's records? ☑ The body corporate manager named above. ☐ The following person: Name: — Role: Phone: — Email:

Property and community titles scheme details

Lot and plan details

Lot number: 1

Plan type and number: BUP 13452

Plan of subdivision: ☐ Standard Format ☑ Building Format ☐ Volumetric Format

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 ☐ Commercial ☐ Small Schemes ☑ Standard

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?

☐ Yes

☑ 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?

☐ Yes

☑ 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.
- ☐ The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to the scheme.
- ☑ A consolidated set of the by-laws for the scheme is given with this certificate.

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?

- ☑ Yes
- ☐ No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:
(select all that apply)

- ☐ listed in the community management statement.
- ☑ given with this certificate.

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: 1

Total contribution schedule lot entitlements for all lots: 10

Interest schedule

Interest schedule lot entitlement for the lot: 1

Total interest schedule lot entitlements for all lots: 10

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: <u>You may have to pay a special contribution</u> 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 1 for the current financial year: $2,500.00

Number of instalments: 4 (outlined below)

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

Discount for on-time payments (if applicable): 0.00%

Due date	Amount due	Amount due if discount applied	Paid
01/02/2026	$868.67	$868.67	☑ Yes ☐ No
01/05/2026	$868.67	$868.67	☑ Yes ☐ No
01/08/2026	$381.33	$381.33	☑ Yes ☐ No
01/11/2026	$381.33	$381.33	☐ Yes ☑ No

Sinking fund contributions

Total amount of contributions (before any discount) for lot 1 for the current financial year: $831.42

Number of instalments: 4 (outlined below)

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

Discount for on-time payments (if applicable): 0.00%

Due date	Amount due	Amount due if discount applied	Paid
01/02/2026	$203.78	$203.78	☑ Yes ☐ No
01/05/2026	$203.78	$203.78	☑ Yes ☐ No
01/08/2026	$211.93	$211.93	☑ Yes ☐ No
01/11/2026	$211.93	$211.93	☐ Yes ☑ No

Special contributions (IF ANY)

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

Total amount of contributions (before any discount) for lot 1: $0.00

Number of instalments: 0 (outlined below)

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

Discount for on-time payments (if applicable): 0.00%

Other amounts payable by the lot owner

For the current financial year there are:

- [x] No other amounts payable for the lot.
- [ ] Amounts payable under exclusive use by-laws, totalling $0.00
- [ ] Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling $0.00
- [ ] Other amounts payable, totalling $0.00 (see explanation given with this certificate).

Summary of amounts due but not paid by the current owner

At the date of this certificate:

- [x] All payments for the lot are up to date.
- [ ] The following amounts are due but not yet paid for the lot:
  - [ ] Overdue contributions: $0.00
  - [ ] Penalties on overdue contributions: $0.00
  - [ ] Other amounts due but not paid: $0.00

Total amounts due but not paid: $0.00

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.

☐ No

Current sinking fund balance (as at date of certificate): $23,281.94

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.

☐ There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.

☑ 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.

Body corporate assets

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

☑ The body corporate does not have any assets that it is required to record in its register.

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

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, the:

- type of policy;
- name of the insurer;
- sum insured;
- amount of premium; and
- excess payable on a claim

are given with this certificate.

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?

☐ Yes

☑ 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

☑ No

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

☐ Yes

☑ No

Embedded network electricity supply

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

☐ Yes

☑ 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: Jill walshaw

Position/s held: Licensee in charge

Signature/s : JaWalsh

Date: 22/07/2026

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

B dy C rp rate f r SOUTHPORT TERRACES CTS 2216

2 2-2 4 QUEEN STREET SOUTHPORT QLD 4215
ABN/ACN 548513699

REGISTER OF COMMON PROPERTY AUTHORITIES

Type	L t N .	Name & Address	Type f Auth rity r Dealing	Date f Res luti n	Nature f Auth rity	Area f C mm n Pr perty Affected
Unit Owner	1	Chantelle Berger BCS □PO Box BROADBEACH	Other	22/ 4/ 4	By-Law & special resolution	ROOF OF LOT 1
Unit Owner	9	Chantelle Berger BCS □PO Box BROADBEACH	Other	22/ 4/ 4	By-Law & special resolution	ROOF OF LOT 8

A UAL FI A CIAL STATEME TS

F r the peri d 1 February 2025 t 31 January 2026

Prepared F r

SOUTHPORT TERRACES

CTS 2216

202-204 QUEEN STREET
SOUTHPORT
QLD 4215

Manager
Rheanna D uglas
B dy C rp rate Services (QLD) Pty Ltd

Printed
22 July 2026

B l nce Sheet

Administr tive & Sinking Fund

B dy C rp rate f r SOUTHPORT TERRACES CTS 2216

As at 31st January 2026

202-204 QUEEN STREET SOUTHPORT QLD 4215

ABN/ACN 54851369900

Assets

		2026
C sh		45,435.74
Levies in Arre rs	Note 7	10,905.48
	T tal Assets	**$ 56,341.22**

Liabilities

Levies in Adv nce	Note 9	6,434.70
Holding Account	Note 10	34.50
Un lloc ted Monies Received	Note 8	27.55
	T tal Liabilities	**$ 6,496.75**
	Net Assets	**$ 49,844.47**

Equity

Administr tive Fund		6,456.36
Sinking Fund		43,388.11
	T tal Equity	**$ 49,844.47**

I come a d Expe diture Stateme t

Admi istrative Fu d

B dy C rp rate f r SOUTHPORT TERRACES CTS 2216

1 February 2025 t 31 January 2026

202-204 QUEEN STREET SOUTHPORT QLD 4215

ABN/ACN 54851369900

Inc me

Levy Fees - ormal	34,746.60
Levy Fees - other	1,217.00
Mutual Reve ue - Age cy Refu d Other	121.00
Mutual Reve ue - pe alty i terest	120.25
Mutual Reve ue - reimburseme t	470.53
T tal Administrative Fund Inc me	**36,675.38**

Expenditure

Body Corporate Ma ager - Taxatio Ma ageme t	336.00
Body Corporate Ma ager - additio al services	1,942.78
Body Corporate Ma ager - debt recovery	1,217.00
Body Corporate Ma ager - disburseme ts	1,339.05
Body Corporate Ma ager - ma ageme t fees	2,453.27
Body Corporate Ma ager - work order/quotes	47.00
Doors a d Wi dows	400.50
Electricity	93.62
Garde /Law Mai te a ce	4,440.70
Ge eral Repairs	1,458.60
I sura ce Premiums	10,445.00
Plumbi g	165.00
T tal Administrative Fund Expenditure	**24,338.52**
Surplus / Deficit f r peri d	**12,336.86**

Summary

Ope i g Bala ce as at 1 February 2025	(5,880.50)
Total Reve ue duri g period	36,675.38
Total Expe diture duri g period	(24,338.52)
Administrative Fund balance as at 31 January 2026	**$ 6,456.36**

I come a d Expe diture Stateme t

Si ki g Fu d

B dy C rp rate f r SOUTHPORT TERRACES CTS 2216 — **1 February 2025 t 31 January 2026**

202-204 QUEEN STREET SOUTHPORT QLD 4215 — **ABN/ACN 54851369900**

Inc me

Levy Fees - ormal	8,151.00
Levy Fees - special	40,000.00
Mutual Reve ue - pe alty i terest	29.52
T tal Sinking Fund Inc me	**48,180.52**

Expenditure

Garde /Law Mai te a ce	3,300.00
Roof	24,750.00
T tal Sinking Fund Expenditure	**28,050.00**
Surplus / Deficit f r peri d	**20,130.52**

Summary

Ope i g Bala ce as at 1 February 2025	23,257.59
Total Reve ue duri g period	48,180.52
Total Expe diture duri g period	(28,050.00)
Sinking Fund balance as at 31 January 2026	**$ 43,388.11**

N tes T Financial Statements

B dy C rp rate f r SOUTHPORT TERRACES CTS 2216
202-204 QUEEN STREET SOUTHPORT QLD 4215 **ABN/ACN 54851369900**

N te 1 Summary f Acc unting P licies

This special purp se financial rep rt has been prepared f r distributi n t wners t fulfill the b dy c rp rate's financial rep rting requirements under the B dy C rp rate and C mmunity Management Act 1997. The acc unting p licies used in the preparati n f this rep rt, as described bel w, are in the pini n f the b dy c rp rate manager appr priate t meet the needs f wners.

(a) The financial rep rt has been prepared n the Accrual basis f acc unting including the hist rical c st c nventi n and the g ing c ncern assumpti n.
(b) The requirements f Acc unting Standards and ther pr fessi nal rep rting requirements in Australia d n t have mandat ry applicability t the b dy c rp rate because it is n t a "rep rting entity" as defined in th se Standards.

N te 2 Levies in Arrears, in Advance, n t Due and payments unidentified

Any items sh wn as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the p siti n f all levies in arrears r advance, as the case may be, as at the balance date. Any items sh wn as "Levies n t Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items sh wn as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, h wever c uld n t be identified and theref re all cated t a unit c rrectly, these funds are held as a liability until they can be c rrectly all cated. Any ther charges against unit wners in arrears r payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

N te 3 Unall cated M nies Received

Any items sh wn as "Unall cated M nies Received" in the Balance Sheet represents am unts received f r levies and/ r items n t yet billed and are rec gnised as revenue n the day the levy and/ r inv ice is billed.

N te 4 Inc me Tax

Assessable inc me such as interest, dividends and ther investment inc me derived by the B dy C rp rate, is taxable at the current c mpany tax rate f 30%. Assessable inc me received by the B dy C rp rate in respect f c mm n pr perty, ther than as stated ab ve, is taxable in the hands f individual wners as determined by Tax Ruling 2015/3.

N te 5 Depreciati n

C mm n pr perty, including assets fixed t it, is n t beneficially wned by the b dy c rp rate and is theref re n t depreciable. N n-fixed assets that are purchased by the b dy c rp rate are beneficially wned by it, but the purchase c st is expensed up n acquisiti n and n t depreciated.

N te 6 Unearned Revenue

Any items sh wn as "Unearned Revenue" in the Balance Sheet represents m ney received f r a service r pr duct that has yet t be fulfilled. F r example, pre-payment n a lease agreement. The revenue is a liability until it has been 'earned' by the wners c rp rati n.

N te 7 Levies in Arrears - als see n te 2

Detail	Am unt
L t: 1 Unit: U1	2904.26
L t: 10 Unit: .	4000.00
L t: 2 Unit: U2	4001.22
	$ 10,905.48

N te 8 Unall cated M nies Received - als see n te 3

Detail	Am unt
L t: 3 Unit: U3	27.55
	$ 27.55

N te 9 Levies in Advance - als see n te 2

Detail	Am unt
L t: 3 Unit: U3	1072.45
L t: 4 Unit: U4	1072.45
L t: 5 Unit: U5	1072.45
L t: 7 Unit: U7	1072.45
L t: 8 Unit: U8	1072.45
L t: 9 Unit: U9	1072.45
	$ 6,434.70

N te 10 H lding Acc unt

Detail	Am unt
OVERPAYMENT AR INVOICES	34.50
	$ 34.50

Body Corporate for SOUTHPORT TERRACES (CTS 2216)

202-204 QUEEN STREET SOUTHPORT QLD 4215
ABN/ACN 54851369900

LOT IMPROVEMENTS

Date	Unit	Type of Resolution	Description
22/04/2004	1		PMS Resolution Type : GD Description : Approval to install a whirly bird given at AGM general discussion. With standard conditions.
25/11/2021	1	Special Resolution	LOT IMPROVEMENT APPLICATION APPROVAL - LOT 1 The Body Corporate Committee Approve for Lot 1 to Install window reflective in Moonlight Reference 10 ONLY.
26/04/2022	1	Special Resolution	AIR-CONDITIONING APPLICATION APPROVAL - LOT 1

I sura ce Report

B dy C rp rate f r SOUTHPORT TERRACES CTS 2216 **P licy number : P-029259**

202-204 QUEEN STREET SOUTHPORT QLD 4215

Insurance P licy Details

P licy Number:	P-029259
Peri d f Insurance:	1 October 2025 to 1 October 2026
Insurance C mpany:	AXIS
Br ker (if any):	Body Corporate Brokers Pty Ltd (QLD)
Am unt f Premium:	$ 10,245.00
Paid Date:	9 October 2025

P licy Type	Am unt f c ver	Excess
Workers Compe satio I sura ce	No	0.00
Volu tary Workers I sura ce	Not I sured	0.00
Property, Death a d I jury (Public Liability)	$30,000,000	0.00
Pai t	Not I sured	0.00
Office Bearers Liability I sura ce	$5,000,000	0.00
Machi ery Breakdow I sura ce	$10,000	0.00
Lot Ow er's Fixtures a d Improveme ts	Yes	0.00
Loss of Re t	$711,939	0.00
Legal Defe ce Expe ses	Not I sured	0.00
Gover me t Audit Costs	Not I sured	0.00
Fusio Cover	Not I sured	0.00
Flood	Yes	0.00
Floati g Floors	Yes	0.00
Fidelity Guara tee I sura ce	$100,000	0.00
Damage (i.e. Buildi g) Policy	$4,746,263	2,000.00
Commu ity I come	Not I sured	0.00
Commo Area Co te ts	Not I sured	0.00
Buildi g Catastrophe	Not I sured	0.00
Appeal Expe ses	Not I sured	0.00

N te

Record Created: 09/10/2025 @ 11:14:41 pm (AEDST)□□BCB Co tact Details:□co tactus@bcb.com.au□07 5668 7800□BCB I voice No. 1127289□Excesses:□□All Other Claims: $ 2,000

700473821 $70.00

30/01/1995
08:51
GC 422 CH BY-LAWS

FULLY
DATA
ENTERED

11/4/95.

Regulation 15

Building Units and Group Titles Act 1980
Building Units and Group Titles Regulations 1980
(Form 17)

NOTIFICATION OF CHANGE OF BY-LAWS

THE PROPRIETORS "SOUTHPORT TERRACES" BUILDING UNITS PLAN NO 13452 hereby certify that in pursuance of the provisions of Section 30 of the Building Units and Group Titles Act 1980 by special resolution (By-laws Nos 1 - 39 inclusive) and resolution without dissent (By-law No 40) duly passed on the Third day of November 1994, the by-laws in force in respect of the parcel referred to in the said plan were amended, added to or repealed as follows:

"That the by-laws in the Third Schedule to the Act be amended added to or repealed

By-laws Nos 1 - 39	By Special Resolution
By-law No 40	By Resolution Without Dissent

as set out in the attached Schedule

THE COMMON SEAL OF
The Proprietors "Southport Terraces"
Building Units Plan No. 13452
was hereunto affixed on the
Third day of November 1994
by the David Shears Browne and
Wendy Ann Browne as Joint Tenants
the Sole Proprietor.

THE PROPRIETORS "SOUTHPORT TERRACES" BUP. No. 13452
THE
Common Seal

REGISTERED
- 2 MAY 1995
EXAM. INTS..........

LEGAL F17

X

PROPOSED BY-LAWS
"SOUTHPORT TERRACES"
202 - 204 QUEEN STREET, SOUTHPORT

1. **Vehicles.** Save where a By-Law made pursuant to Section 30(7) of the Building Units and Group Titles Act 1980 authorises him to do so, a proprietor or occupier of a lot shall not park or stand any motor or other vehicle upon common property except with the consent in writing of the body corporate.

2. **Private Roads and other common property.** The private roadways, pathways, drives and other common property and any easement giving access to the land shall not be obstructed by any proprietor or the tenants, guests, servants, employees, agents, children, invitees, licensees of a proprietor or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. A proprietor or occupier of a lot shall not:

   (a) drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the common property other than such vehicles necessary to complete the construction and/or occupation of any residence erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;

   (b) permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the common property, and shall use such area only for its intended purpose of casual parking;

   (c) permit any boat, trailer, caravan, campervan or mobile home onto over or through the common area or on the land of the proprietor unless the same is housed in a garage and is not visible from any part of the common area;

   (d) permit any occupation of a caravan on a lot;

   (e) permit major mechanical work of any nature to be carried out on any vehicle in the driveway of a lot;

   (f) permit the riding of skateboards, roller blades, skates, carts or any other similar means of transport on or over the common property, in driveways or on footpaths.

   (g) wash any vehicle on any part of the common property including the visitors car spaces.

3. **Obstruction.** A proprietor of a lot shall not obstruct lawful use of common property by any person.

4. **Damage to lawns, etc., on common property.** A proprietor or occupier of a lot shall not:

   (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or

   (b) except with the consent in writing of the body corporate, use for his own purposes as a garden any portion of the common property.

5. **Damage, to common property.** A proprietor or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the Body Corporate but this by-law does not prevent a proprietor or person authorised by him from installing:

(a) any locking or other safety device for protection of his lot against intruders; or
(b) any screen or other device to prevent entry of animals or insects upon his lot

Provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.

6. **Depositing rubbish etc., on common property.** A proprietor or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using the common property.

7. **Garbage disposal.** A proprietor or occupier of a lot shall -

(a) save where the Body Corporate provides some other means of disposal of garbage, maintain within his lot, or on such part of the common property as may be authorised by the Body Corporate, in clean and dry condition and adequately covered, a receptacle for garbage;

(b) comply with all local authority by-laws and ordinances relating to the disposal of garbage;

(c) ensure that the health, hygiene and comfort of the proprietor or occupier of any other lot is not adversely affected by his disposal of garbage.

8. **Appearance of building.** A proprietor or occupier of a lot shall not, except with the consent in writing of the body corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from the common property or any other lot.

9. **Flammable Liquids, Gases or other materials.**

(a) A proprietor or occupier of a lot shall not bring to, do or keep anything in his lot which shall increase the rate of fire insurance on any property on the group title plan or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the group title plan or the regulations or ordinances of any Public Authority for the time being in force.

(b) A proprietor or occupier of a lot shall not, except with the consent in writing of the body corporate, use or store on his lot or upon the common property any flammable chemical, liquid or gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

10. **Keeping of Animals.** Subject to section 30(12), a proprietor or occupier of a lot shall not keep any animal upon his lot or the common property.

11. **Auction Sales** A proprietor or occupier of a lot shall not permit any auction sale of chattels to be conducted or to take place in his lot or in the dwelling or upon the parcel without the prior approval in writing of the Committee of the Body Corporate.

12. **Correspondence** All complaints or applications to the body corporate or its Committee shall be addressed in writing to the secretary or the body corporate manager of the body corporate.

13. **Right of Entry** A proprietor, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to his lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his lot or to an adjoining lot.

14. **Dividing Fences.** A proprietor of a lot shall not without the consent in writing of the Body Corporate erect any fence on the lot unless the same is of a construction approved by the Body Corporate.

15. **Display Unit.** While David Shears Browne and Wendy Ann Browne as Joint Tenants remains a proprietor of any lot, they or servants and/or agents shall be entitled to use any dwelling of which it remains a proprietor as a display dwelling and shall be entitled to allow prospective purchasers to inspect any such dwelling and for such purposes shall be entitled to use such signs advertising or display material in or about the dwelling and common property as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the subdivision, and shall not at any time, and from time to time, be more in terms of number and size than is reasonably necessary.

16. **Noise.**

(a) A proprietor or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other proprietors or occupiers of lots or of any person lawfully using the common property. In particular no proprietor or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other proprietor or occupier of a lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979, as amended.

(b) In the event of any unavoidable noise in a lot at any time the proprietor or occupier thereof shall take all practical means to minimise annoyance to other proprietors or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.

(c) Guests leaving after 11.00.pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when a proprietor or occupier of a lot returns to the dwelling late at night or early morning hours.

17. **Use of Lots.** A proprietor or occupier of a lot shall not use that lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the parcel.

18. **Radios etc.** A proprietor or occupier of a lot shall not operate or permit to be operated upon the parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the common property or in any other lot.

19. **Infectious Disease.** In the event of any infectious disease which may require notification by virtue of any Statute Regulation or Ordinance happening in any lot the proprietor or occupier of such lot shall given written notice thereof and any other information which may be required relative thereto the Committee and shall pay to the Committee the expenses incurred by the Committee of disinfecting the lot and any part of the common property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

20. **Alteration to Lots and Common Property.**

(a) A proprietor or occupier of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a lot or on common property without the approval in writing of the Body Corporate.

(b) Any alteration made to common property or fixture or fitting attached to common property by any proprietor or occupier of a lot, whether made or attached with or without the approval of the body corporate, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by the proprietor for the time being of the lot of which the aforesaid proprietor or occupier was such proprietor or occupier.

(c) A proprietor or occupier of a lot shall not alter the external colour scheme of any structure on his lot without the approval in writing of the Body Corporate

(d) A proprietor or occupier of a lot shall not make any significant changes to the landscaping of his lot without the approval in writing of the Body Corporate.

21. **Maintenance of Lots.**

Each proprietor shall be responsible for the maintenance of his lot and shall ensure that his lot is so kept and maintained as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise.

22. **Maintenance of Sprinkler System.** A proprietor or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the sprinkler system.

23. **Taps.** A proprietor or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use.

24. **Water closets.** The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or other rubbish or other unsuitable substance shall be deposited therein. Any damaged or blockage resulting 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 his servants agents licensees or invitees.

25. **Replacement of Glass.** Windows shall be kept clean and promptly replaced by the proprietor or occupier of the lot at his expense with fresh glass of the same kind and weight as at present if broken or cracked. This by-law does not prohibit a proprietor from making a claim on the Body Corporate insurance.

26. **Copy of by-laws to be produced upon request.** Where any lot or common property is leased or rented, otherwise than to a proprietor of a lot, the lessor or, as the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for his inspection a copy of the by-laws for the time being in force in respect of the plan.

27. **Behaviour of Invitees.**

(a) A proprietor or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.

(b) The proprietor or occupier of a lot shall be liable to compensate the body corporate in respect of all damage to the common property or personal property vested in it caused by such proprietor or occupier or their invitees.

(c) A proprietor of a lot which is the subject of a lease or license agreement shall take all reasonable steps, including any action available to him under any such lease or license agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

(d) The duties and obligations imposed by these By-laws on a proprietor or occupier of a lot shall be observed not only by the proprietor or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such proprietor or occupier.

(e) 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 occupier of a lot or the guests, servants, employees, agents, children, invitees, or licensees of the proprietor or occupier of a lot or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the proprietor of the lot at the time when the breach occurred.

28. **Debt Recovery.** A proprietor (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs) such amount to be deemed a liquidated debt incurred in recovering levies or monies duly levied upon that proprietor by the Body Corporate or otherwise payable to the Body Corporate pursuant to the Building Units and Group Titles Act 1980 or pursuant to the By-laws of the Body Corporate;

29. **Power of Committee.** The Committee may make rules relating to the common property and in particular in relation to the swimming pool, spa, gazebo and barbecue area or other facilities, not inconsistent with these By-laws and the same shall be observed by the proprietors or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

30. **Curtains.** A proprietor shall not hang curtains, vertical blinds or other window coverings or apply window tinting visible from outside the lot, unless such colour and design have been approved by the Committee of the Body Corporate. A proprietor shall not install, renovate and/or replace a curtain vertical blind, other window coverings or window tinting without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtains, vertical blinds and other window coverings and window tinting used in all units presents a uniform appearance when viewed from common property or any other lot.

31. **Security.** The Committee of the Body Corporate may take all reasonable steps to ensure the security of the parcel and Body Corporate personal property and the observance of these by-laws and without limiting the generality of the foregoing may:

(a) close of any part of the common property not required for ingress or egress to a lot or carparking space on either a temporary basis or otherwise restrict the access to or use by proprietors or occupiers of any such part of the common property;

(b) permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of proprietors and occupiers generally) as a means of monitoring the security and general safety of the parcel;

(c) obtain, install and maintain locks, alarms, communication systems and other security devices.

32. **Security keys.**

(a) If the Committee of the Body Corporate in the exercise of any of its powers under these by-laws restricts the access of proprietors or occupiers to any part of the common property by means of any lock or similar security device it may make such a number of keys or operating systems as it determines available to proprietors free of charge and thereafter may at its discretion make additional numbers thereof available to proprietors upon payment of such reasonable charge therefor as may be determined from time to time by the committee.

(b) A proprietor of a lot to whom any key or any operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to such occupier) to ensure return thereof to the proprietor of the Body Corporate upon the occupier ceasing to be an occupier;

(c) A proprietor of a lot into whose possession any key or operating system referred to in these by-laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another proprietor or occupier and is not disposed of otherwise than by returning it to the Body Corporate;

(d) A proprietor or occupier of a lot who is issued with a key or operating system referred to in these by-laws shall immediately notify the Body Corporate if the same is lost or misplaced.

33. **Consents or Approvals.** Any consent or approval given by the Body Corporate pursuant to these by-laws shall, if practicable, be revocable upon notice to the proprietor or occupier for the time being having the benefit of such consent or approval.

34. **Notice of accident or defect.** A proprietor or occupier of a lot shall as soon a practicable after becoming aware of any defect in the common property or in any personal property vested in the Body Corporate or of any accident associated therewith given notice to the Secretary or to the Body Corporate Manager of the Body Corporate.

35. **Instructions to contractors.** A proprietor or occupier of a lot shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

36. **Requests to Secretary.** A proprietor or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the or to the Body Corporate or the Secretary and not to the Chairman or any member of the Committee.

37. **Notices.** A proprietor or occupier of a lot his servants agents licensees and invitees shall observe the terms of any notice displayed in the common area by authority of the Committee of the Body Corporate or of any statutory authority.

38. **Submission of Motions.** That the Committee of the Body Corporate be empowered to submit motions to general meetings of the Body Corporate.

39. **Interest**

(a) If a contribution levied under Section 32 of the Building Units and Group Titles Act 1980-1990 is unpaid 30 days after if alls due for payment then the amount of the unpaid contribution will bear interest at an annual rate to be determined by the body corporate by ordinary resolution in general meeting from time to time.

Joint Liability

(b) If, at the time a person becomes the proprietor of a lot, another person is liable in respect of the lot to pay interest on a contribution, the proprietor is jointly and severally liable with the other person for the payment of the interest.

Character of Interest

(c) The amount of any interest is recoverable by the body corporate as a liquidated debt.

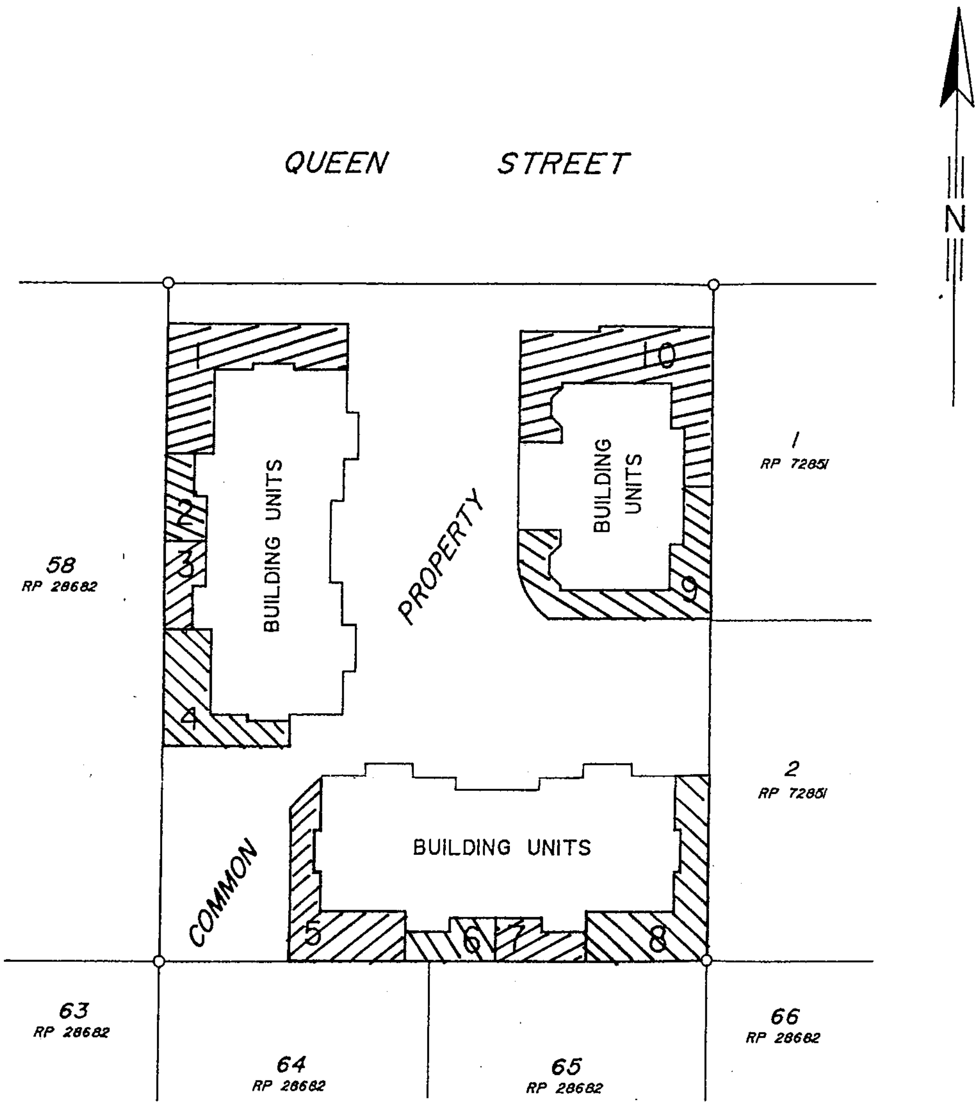
10. Exclusive Use

The proprietor for the time being of each lot shall be entitled to the exclusive use and enjoyment of that part of the common property adjacent to his lot hatched and numbered on the attached plan marked "Common Area Allocation Plan". The proprietor or proprietors of the lots concerned shall be responsible for, at the proprietor or proprietors' expense, the performance of the duties of the body corporate pursuant to section 37(1)(b) and (c) PROVIDED HOWEVER that should the proprietor or proprietors of the lots concerned fail to care for and maintain the area to a reasonable standard, the body corporate shall be entitled to care for and maintain the said area at the proprietor or proprietors' expense.

Building Units and Group Titles Act 1980 - 1990
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Name of Building: SOUTHPORT TERRACES

COMMON AREA ALLOCATION PLAN



The areas edged in red are for the exclusive use of the Lot as shown.

SCALE: 1 : 400

LAND TITLE ACT

REGISTRATION CONFIRMATION STATEMENT

DEPT. OF NATURAL RESOURCES, QUEENSLAND

Title Reference : 19213452

This is the current status of the title as at 10:43 on 15/07/2000

REGISTERED OWNER

BODY CORPORATE FOR SOUTHPORT TERRACES COMMUNITY TITLES
SCHEME 2216
BODY CORPORATE SERVICES PTY LTD
PO BOX 444
BROADBEACH QLD 4218

LAND DESCRIPTION

COMMON PROPERTY OF SOUTHPORT TERRACES COMMUNITY TITLES SCHEME 2216
COMMUNITY MANAGEMENT STATEMENT 2216

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
   Deed of Grant No. 10321242 (POR 52)

2. CHANGE OF BY-LAWS No 700473821 30/01/1995 at 08:51
   The by-laws have been changed

3. REQUEST FOR NEW CMS No 704177814 15/07/2000 at 10:43
   New COMMUNITY MANAGEMENT STATEMENT 2216
   MODULE:STANDARD

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

DEALINGS REGISTERED
704177814 NEW CMS

Caution - Charges do not necessarily appear in order of priority

** End of Confirmation Statement **

G. Mitchell
Registrar Of Titles

LAND TITLE ACT

REGISTRATION CONFIRMATION STATEMENT

DEPT. OF NATURAL RESOURCES, QUEENSLAND

Title Reference : 19213452

Lodgement No: 1061965
Office: BRISBANE

REGISTRAR OF TITLES
G.P.O. Box 1401
BRISBANE QLD 4001

Request No: 56978582

Scheme Name: SOUTHPORT TERRACES COMMUNITY TITLES SCHEME 2216

Body Corp. Addr: BODY CORPORATE SERVICES PTY LTD
PO BOX 444
BROADBEACH QLD
4218

COMMUNITY MANAGEMENT STATEMENT No: 2216

Title	Lot	Plan
18677079	1	BUP 13452
18677080	2	BUP 13452
18677081	3	BUP 13452
18677082	4	BUP 13452
18677083	5	BUP 13452
18677084	6	BUP 13452
18677085	7	BUP 13452
18677086	8	BUP 13452
18677087	9	BUP 13452
18677088	10	BUP 13452
19213452	CP	BUP 13452

COMMUNITY MANAGEMENT STATEMENT Dealing No: 704177814

** End of CMS Search Statement **

Requested By: D-ENQ INFOTRACK PTY LIMITED

STANDARD COMMUNITY MANAGEMENT STATEMENT

Section 285. Body Corporate and Community Management Act 1997

Dealing: 704177814
Title Reference:19213452
Lodgment: 1061965
Date: 15/07/2000 10:43:05

1. Name of Community Title Scheme

SOUTHPORT TERRACES

2. Regulation Module

Body Corporate and Community Management (Standard Module) Regulation 1997

3. Name of Body Corporate

BODY CORPORATE FOR SOUTHPORT TERRACES COMMUNITY TITLES SCHEME 2216

4. Address for service of documents on the body corporate

BODY CORPORATE SERVICES PTY LTD
PO BOX 444
BROADBEACH QLD 4218

5. By-Laws

Taken to be those in effect as at 13 July 2000
[section 285 (5)(a) Body Corporate and Community Management Act 1997]

6. Contribution Schedule 7. Interest Schedule

Lot	Entitlement	Lot	Entitlement
1 in BUP13452	1	1 in BUP13452	1
2 in BUP13452	1	2 in BUP13452	1
3 in BUP13452	1	3 in BUP13452	1
4 in BUP13452	1	4 in BUP13452	1
5 in BUP13452	1	5 in BUP13452	1
6 in BUP13452	1	6 in BUP13452	1
7 in BUP13452	1	7 in BUP13452	1
8 in BUP13452	1	8 in BUP13452	1
9 in BUP13452	1	9 in BUP13452	1
10 in BUP13452	1	10 in BUP13452	1
Total Lots: 10 Aggregate	10	Total Lots: 10 Aggregate	10

***** End *****

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	Bernhard Budiono, & Kaylyn Smith

Address

C/O:- MovedBy Real Estate		
info@movedby.com.au	Qld	Postcode 4035

1.2 Phone	Mobile	ABN (optional)
07 3065 9117		

Email

info@movedby.com.au

Note - Item 1.2 is optional.

Item 2

2.1 Tenant/s

1. Full name/s	Sandeep Kaur
Phone	[redacted]
Emergency	
Emergency	
Emergency	

2. Full name/s	Karun Kumar Sali
Phone	[redacted]
Emergency	
Emergency	
Emergency	

3. Full name/s	Chaman Preet Kaur
Phone	[redacted]
Emergency c	
Emergency c	
Emergency c	

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	AuPac Trading Pty Ltd t/a: MovedBy Real Estate

Address

info@movedby.com.au		
Albany Creek	QLD	Postcode 4035

3.2 Phone	Mobile	ABN (optional)
(07) 3065 9117		

Email

info@movedby.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 ☐ info@movedby.com.au
Text Message Yes ☐ No ☐ Facsimile Yes ☐ No ☐

4.2 Tenant/s
Email Yes ☑ No ☐
Text Message Yes ☐ No ☐ Facsimile Yes ☐ No ☐

4.3 Agent
Email Yes ☑ No ☐ info@movedby.com.au
Text Message Yes ☐ No ☐ Facsimile Yes ☐ No ☐

Item 5 **5.1 Address of the rental premises**
1/202 Queen Street
Southport QLD Postcode 4215

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 Condition Report

5.3 Details of current repair orders for the rental premises or inclusions
There are no current orders

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

6.2 Starting on 28 / 01 / 2026 **6.3 Ending on** 27 / 01 / 2027

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

Item 7 **Rent** $ 1560 per ☐ weekly ☑ fortnightly ☐ monthly See clause 8(1)

Item 8 **Rent must be paid on the** The day prior to the due day of each Fortnight
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	Direct payment via EFT bank transfer
Method 2	BPay

Details for direct credit
BSB no. 808206 Bank/building society/credit union Managed App
Account no. 103169835 Account name Sandeep Kaur
Payment reference

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

Online Payment - www.go.managedapp.com.au - This bank account is a virtual account unique to this tenant

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

28 / 01 / 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** $ 3120 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: 100%
Gas: 100%
Phone: 100%
Any other service stated in item 13.1: 100%
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: Directly to service provider
Gas: Directly to service provider
Phone: Directly to service provider
Any other service stated in item 13.1 (See special terms (page 12)): Directly to service provider

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	MovedBy Real Estate (will divert after hours)	Phone (07) 3065 9117
Plumbing repairs	MovedBy Real Estate (will divert after hours)	Phone (07) 3065 9117
Other repairs	MovedBy Real Estate (will divert after hours)	Phone (07) 3065 9117

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: MovedBy Real Estate (will divert after hours) Phone: (07) 3065 9117

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

Type: none Number: Type: none 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.

Please also refer to attached "REIQ special terms".

Attached "Special Conditions Annexure A" is a component of this agreement

Names of Approved Occupants: Sandeep Kaur, Karun Kumar Sali, Chaman Preet Kaur

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.**

Interpreter

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

Mike Rooney

Signature

DocuSigned by:
416FF051E3814AD...

Date / /
22-12-2025

Signature of tenant 1

Print name

Sandeep Kaur

Signature

DocuSigned by:
SANDEEP KAUR
C0F231AB3ED0448...

Date / /
21-12-2025

Signature of tenant 2

Print name

Karun Kumar Sali

Signature

DocuSigned by:
karun kumar sali
A468115D7978479...

Date / /
22-12-2025

Signature of tenant 3

Print name

Chaman Preet Kaur

Signature

Signed by:
Chaman Preet kaur
026083BD48CD4F4...

Date / /
20-12-2025

REIQ

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 nominated as approved occupants in Part 1 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.

INITIALS *(Note: initials not required if signed with Electronic Signature)*

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.

INITIALS *(Note: initials not required if signed with Electronic Signature)*

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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.

INITIALS *(Note: initials not required if signed with Electronic Signature)*

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FORM 18A GENERAL TENANCY AGREEMENT (QLD) - ANNEXURE A

These special terms form part of the tenancy agreement, provided they do not conflict with the Residential Tenancies and Rooming Accommodation Act 2008 (the Act) or the standard terms.

SECTION 1 - CONDITION OF PREMISES

1.1 The lessor confirms the premises are clean, fit for the tenant to live in, and in good repair.
1.2 The premises are free from vermin, damp, and mould unless caused by the tenant.
1.3 The premises meet the minimum housing standards as required under the Act.

SECTION 2 - CARE OF PREMISES

2.1 The tenant must not paint, mark, alter or affix items to the premises without written approval.
2.2 All household rubbish must be placed in council bins and bins returned promptly after collection.
2.3 Plumbing and drainage must only be used for their intended purpose and must not be blocked or damaged.
2.4 Television antennas must not be installed without written consent.
2.5 Washing is to be hung only in designated areas.
2.6 Garden areas, lawns, and plants must be maintained, watered, mowed and kept free from pests and disease. Grass clippings, pet waste and garden rubbish must be removed regularly.
2.7 The tenant must not use or install a portable pool or spa that:
2.7.1 Holds more than 300mm depth of water, or
2.7.2 Exceeds 2000L in volume, or
2.7.3 Has a filtration system,
unless written consent is provided and pool safety laws are complied with.
2.8 Machinery or equipment must be used according to manufacturer or lessor instructions.
2.9 The tenant must not maliciously or negligently damage any part of the premises.
2.10 Fixtures, locks, or security devices must not be altered or removed without written approval. Copies of any new keys or codes must be provided to the lessor or agent.
2.11 Unless otherwise arranged by the lessor, the tenant is responsible for smoke alarm maintenance by:
2.11.1 Testing alarms once every 12 months;
2.11.2 Replacing spent or near-spent batteries;
2.11.3 Cleaning alarms as directed;
2.11.4 Reporting faults or failures promptly;
2.11.5 Not disabling or interfering with alarms.
2.12 The tenant must replace broken glass where caused by the tenant or their guests.
2.13 Pest control is the tenant's responsibility where infestations are due to their actions or neglect. Infestations must be reported promptly.
2.14 The tenant must replace any blown light bulbs or tubes.
2.15 The tenant must comply with all obligations set out in this agreement, including special terms.
2.16 Safety labels on equipment or fixtures must not be removed or defaced.
2.17 Hedges must be maintained to the size and height they were at the start of the tenancy.

SECTION 3 - PETS

3.1 Pets are only permitted with written consent from the lessor. Consent cannot be unreasonably refused under the Act.
3.2 The tenant must:
3.2.1 Keep pets under control and minimise noise;
3.2.2 Maintain pet hygiene and vaccinations;
3.2.3 Keep all pet areas clean and parasite free;
3.2.4 Comply with local laws and body corporate by-laws;
3.2.5 Keep cats indoors at night;
3.2.6 Restrain pets in common areas;
3.2.7 Remove droppings regularly;
3.2.8 Dispose of deceased pets properly.
3.3 The tenant confirms the fencing is adequate to enclose pets at the start of the tenancy.
3.4 If fencing becomes inadequate, the tenant must notify the lessor and remove the pet until the fence is repaired.
3.5 If the tenant breaches these terms and does not rectify within 14 days of notice, the lessor may apply to the tribunal for appropriate orders.
3.6 Further conditions may be stated in the tenancy agreement where applicable.

SECTION 4 - OCCUPANCY AND USE

4.1 Only persons listed in the tenancy agreement or approved in writing may reside at the premises.
4.2 The lessor or agent may retain keys for lawful access.
4.3 The premises must not be used for commercial activity or subletting without written consent.

SECTION 5 - END OF TENANCY OBLIGATIONS

5.1 All keys, remotes and security devices must be returned.
5.2 Carpets must be professionally cleaned if they were professionally cleaned at the start of the tenancy and evidence was provided.
5.3 Damage caused by the tenant or their guests (excluding fair wear and tear) must be repaired.
5.4 The tenant must remove all personal property and rubbish.
5.5 The premises and gardens must be left in a neat and tidy condition.
5.6 If pets were kept, fumigation is required.
5.7 Evidence of carpet cleaning, repairs and fumigation must be provided where applicable.
5.8 Remote controls must be returned in good working order or replaced at the tenant's cost.

SECTION 6 - BREACHES AND COMPENSATION

6.1 The lessor may claim reasonable costs resulting from tenant breaches, provided loss has been mitigated.
6.2 Damages may be deducted from the bond in accordance with the Act.
6.3 If the tenancy ends early due to tenant breach:
6.3.1 The tenant must pay reasonable re-letting and advertising costs;
6.3.2 The tenant may be liable for lost rent until a new agreement is entered into or until the end of the original term.

SECTION 7 - INSURANCE

7.1 The tenant must not cause the lessor's insurance to be invalidated or premiums to increase.
7.2 The tenant must insure their own personal property.

SECTION 8 - LIABILITY AND INDEMNITY

8.1 The lessor is not liable for injury or damage unless caused by negligence or a breach of the Act.
8.2 The tenant indemnifies the lessor for third-party claims caused by tenant actions or omissions.

SECTION 9 - INTERPRETATION

9.1 "Premises" includes all fixtures, fittings and inclusions.

SECTION 10 - RENT INCREASES

10.1 Rent may not be increased more than once in any 12-month period.
10.2 The lessor must provide a minimum of 2 months' written notice prior to any rent increase.
10.3 Any increase must comply with the Act.

SECTION 11 - DELIVERY OF DOCUMENTS AND COMMUNICATION

11.1 Notices and communication may be sent via email to info@movedby.com.au or through the ManagedApp system.
11.2 Tenants may contact the agent by:
11.2.1 Emailing info@movedby.com.au
11.2.2 Creating a new task within ManagedApp
11.2.3 Responding to an existing ManagedApp task
11.3 The tenant agrees to accept notices and communication by these methods where contact details have been provided.

SECTION 12 - ROUTINE INSPECTIONS AND PHOTOGRAPHS

12.1 The lessor or agent may take photographs during inspections to compare with the entry and exit condition reports.
12.2 Photos will not be used for marketing without written consent.
12.3 Reasonable care will be taken not to photograph personal belongings unnecessarily.

SECTION 13 - PRIVACY

13.1 The agent will comply with the Privacy Act 1988 and the Australian Privacy Principles.
13.2 The tenant's information may be disclosed to:
13.2.1 The lessor;
13.2.2 Tenancy databases, as allowed under the Act;
13.2.3 Contractors, tradespeople and insurers;
13.2.4 Courts, tribunals and regulatory bodies;
13.2.5 Body corporate managers.
13.3 The tenant may request access to and correction of their personal information.
13.4 The agent will provide a copy of their privacy policy on request.

SECTION 14 - UTILITIES

14.1 The tenant is responsible for the connection, subscription and payment of telephone, internet and other services unless otherwise agreed in writing.

SECTION 15 - ADDITIONAL OPERATIONAL TERMS

15.1 Air conditioning filters, ceiling fans, and exhaust fans must be cleaned by the tenant every 6 months.
15.2 Unsatisfactory or incomplete maintenance work must be reported to the agent in writing.
15.3 All general maintenance requests must be made in writing through ManagedApp, unless the issue is urgent.
15.4 Smoking is not permitted inside the property.
15.5 The property may only be used for residential purposes.
15.6 The tenant confirms receipt of Form 17a and Entry Condition Report (Form 1a).
15.7 All manuals and documents must remain at the property.
15.8 If the tenant requests a tradesperson and no fault is found or the issue is tenant-caused, the tenant is liable for the call-out cost.

SECTION 16 - WATER USAGE

16.1 Where the premises are individually metered and water efficient, the tenant must pay all water consumption charges.
16.2 If the premises are not individually metered, water usage cannot be charged unless otherwise permitted by the Act.
16.3 Water readings will be taken at entry, during routine inspections, and at exit.
16.4 Invoices will be issued quarterly and calculated based on the applicable water authority's rates.
16.5 The tenant must pay water usage charges as invoiced in accordance with clause 17(5) of the standard terms.
16.6 Where the premises are individually metered, the variable component of sewerage usage may be charged to the tenant if itemised separately by the relevant water authority.

SECTION 17 - REPAIRS AND EMERGENCIES

17.1 All non-urgent maintenance requests must be submitted via ManagedApp by:
17.1.1 Creating a new maintenance task with a clear description and photos or videos where possible; or
17.1.2 Replying to an existing task if one has already been created.
ManagedApp support: https://support.managedapp.com.au/hc/en-au/articles/360002745135
17.2 The tenant must not carry out or authorise repairs unless the matter is an emergency as defined under the Act.
17.3 In case of an emergency, the tenant must:
17.3.1 Immediately phone the agency on (07) 3065 9117; and
17.3.2 If time permits, also create an emergency task in ManagedApp with supporting details and media.
17.4 If no response is received after attempting both phone and email (info@movedby.com.au), and time does not reasonably permit waiting for a reply, the tenant may contact:
17.4.1 Pasquale from Innovative Plumbing on 0413 392 934 (plumbing)
17.4.2 Charles Borg on 0424 283 119 (electrical)
17.5 These contacts must only be used for genuine emergencies where there is immediate risk to health, safety or serious damage to the property.
17.6 Any non-emergency repairs arranged without written consent may be at the tenant's expense.
17.7 Emergency repairs as defined under the Act include burst water services, blocked toilets, gas leaks, dangerous electrical faults, serious roof leaks, flooding, failure of hot water, and serious storm damage.

SECTION 18 - UNAUTHORISED ALTERATIONS AND INSTALLATIONS

18.1 The tenant must not install or affix any fixture, shelf, hook, television mount, or electronic device (including Wi-Fi extenders, CCTV, or smart doorbells) without written approval from the lessor.
18.2 Any approved installation must be removed at the end of the tenancy unless otherwise agreed in writing, and the area must be made good by the tenant at their own cost.

SECTION 19 - DIGITAL ENTRY AND SMART HOME DEVICES

19.1 The tenant must not interfere with or reset any smart home system or digital lock installed at the premises without written approval.
19.2 Any device or application associated with entry, automation or monitoring (e.g. air conditioning control apps, keypad locks, security systems) must be returned to factory settings and access handed over to the lessor or agent at the end of the tenancy.

SECTION 20 - LOCKOUTS AND LOST ACCESS DEVICES

20.1 If the tenant locks themselves out of the premises outside office hours, they may be charged a call-out fee by the agency or a locksmith.
20.2 The tenant is responsible for the full cost of replacing any lost keys, remotes, or access cards, including the cost of changing locks where required.
20.3 All access devices must be returned at the end of the tenancy in working order. Any replacement costs for lost or damaged items will be borne by the tenant.

SECTION 21 - MOULD PREVENTION

21.1 The tenant agrees to ventilate the premises regularly by opening windows and using exhaust fans in bathrooms, laundries and kitchens.

21.2 The tenant must notify the agent promptly of any signs of mould or water damage.

21.3 Mould or mildew caused by the tenant’s failure to properly ventilate or clean the property will be the tenant’s responsibility to treat and remedy.

SECTION 22 - PUBLIC CONDUCT AND SOCIAL MEDIA

22.1 The tenant agrees to raise any concerns about the premises, tenancy, or management services directly with the lessor or agent before making public statements or online reviews.

22.2 The tenant agrees to use the RTA’s free dispute resolution service before posting any public comments or content (including social media or Google reviews) that may be defamatory, inaccurate or misleading.

22.3 These provisions do not limit the tenant’s rights under consumer law or tenancy legislation but encourage resolution in good faith prior to publication.

residential tenancies authority

Information Statement Form 17a

Pocket guide for tenants – houses and units

Changes to Queensland tenancy laws came into effect on 6 June 2024 and are being implemented in phases, changes include rent increase frequency and rules around rent bidding.

Additional changes to Queensland tenancy laws came into effect on 30 September 2024. Key changes include maximum bond amount, reletting costs, rent payment methods, utility bills, evidence for bond claims, information sharing and false and misleading information. Upcoming changes from 1 May 2025 include updates to the rental application process, entry notice periods, entry frequency, protecting privacy, disclosing benefits and a revised process for request for fixtures and structural changes.

Learn more about these changes at rta.qld.gov.au or call us on 1300 366 311.

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

When renting...

You must

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

The property owner/manager must

- ensure the property is vacant, clean and in good repair at the start of the tenancy
- respect your privacy and comply with entry requirements
- carry out repairs and maintenance
- meet all health and safety laws
- lodge your bond with the RTA
- provide the day the rent for the premises was last increased in the tenancy agreement (for agreements that commence after 6 June 2024). The requirement to provide evidence of rent increase does not apply if the premises is purchased within 12 months of commencement, and the property manager/owner does not have information about the date of the last rent increase. This requirement also does not apply to exempt property managers/owners.

Your tenancy details

Property owner/manager contact details

Bond number

Tenancy end date

Emergency repairs contact/s

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

Renting that works *for everyone*

Moving in

Tenancy agreement

A General tenancy agreement (Form 18a), also called a lease, is a legally binding written contract between you and the property owner/manager. It must include standard terms and may include special terms (e.g. pool maintenance). It must also include the day the rent for the premises was last increased except where renting through an exempt property manger/owner.

You and the property owner/manager must sign the agreement and you should be given a copy.

Period of tenancy agreement:

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

Unit/townhouse/apartment by-laws

If you are renting in a unit, townhouse or apartment complex you may have body corporate by-laws to comply with. The property manager/owner should give you a copy of the relevant by-laws when you start the tenancy. These are a set of rules relevant to your complex or building and form part of your tenancy agreement.

For information regarding body corporate laws, please visit the Body Corporate Commissioner's website.

Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RTA. The property owner/manager must not hold your bond. From 30 September 2024 the maximum bond allowed to be taken is equivalent to four weeks' rent, regardless of the weekly rent amount.

You can lodge your bond directly with the RTA using RTA Web Services. Alternatively, once the bond is paid, the property owner/manager must give you a receipt and complete a Bond lodgement online or provide you with a paper Bond lodgement (Form 2) which you must sign. The property owner/manager must lodge the bond with the RTA within 10 days. Check with the property owner/manager. You will receive notification from the RTA once the bond has been lodged.

Bond increases

Your bond can be increased if your rent is increased. Any extra bond money paid by you must be lodged with the RTA by the property owner/manager or you. You can do this directly via RTA Web Services. From 30 September 2024 the maximum bond allowed to be taken is equivalent to four weeks' rent, regardless of the weekly rent amount.

Rent

Generally you will be asked to pay rent in advance before, or when, you move in.

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

Your property manager/owner cannot, at the start of a new tenancy, solicit, accept or invite you to pay more rent in advance than what is allowed under tenancy law, or accept rent greater than this amount.

You can't be asked to pay more rent until the rent in advance has been used up.

When rent is paid electronically, you must arrange for the money to leave your account on a certain day, and the rent is considered paid on this day.

Property managers/owners must offer tenants at least two options to pay rent. One of these options must not exceed reasonable transactional costs (costs beyond standard transaction fees), and it must be reasonably accessible to the tenant.

Before signing a tenancy agreement, property managers/owners must provide a written notice outlining any associated costs incurred by using the payment methods offered.

Additionally, from 1 May 2025 property managers/owners must disclose any financial benefits they may receive if the tenant uses a specific rent payment method.

Rent increases

Rent can only be increased if it has been at least 12 months since the current rent amount became payable for the residential premises.

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

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

Under the Act, the date of the last rent increase must be included in the tenancy agreement. Tenants have the right to request written proof of the last rent increase during the tenancy, and the property manager or owner must provide this information within 14 days. However, these requirements do not apply in the following cases:

- Exempt Lessors: the Act outlines who qualifies as an exempt lessor.
- For properties purchased between 6 June 2023 and 6 June 2025: the requirement to include the date of the last rent increase in the tenancy agreement and to provide evidence of a rent increase upon the tenant's request does not apply if the new owner or property manager does not have information about the previous rent increase.
- For properties being rented for the first time: the date of the last rent increase is the date the property is first rented.

Note: A property manager or owner is considered to have evidence of the last rent increase if they or their agent (such as a real estate agent, property manager, or lawyer) has this information.

If you are concerned the rent increase may be less than 12 months since the last increase for the residential premises, you can ask the property manager/owner in writing to provide evidence of the last increase.

Some rent increase rules do not apply to exempt property managers/owners. The Act provides definitions for an exempt property manager/owner.

Rent decreases

Rent decreases may occur when there is a drop in the standard of the property, a decrease in services provided (e.g. the availability of car parking), or if a natural disaster (e.g. flooding, fire) makes the property partially unfit to live in. Any agreement about a rent decrease should be put in writing and signed by the property owner/manager and tenant.

If rent has been decreased and later returns to the original amount, this change is not considered a rent increase within the 12-month limits under the Act.

Water usage

You can be charged full water consumption costs only if the property owner/manager meets a specific set of conditions. Check your tenancy agreement and our website for more detail.

Water bills may be issued quarterly or half-yearly. Check with your property owner/manager how often and when bills are issued. These bills must be provided by a property manager/owner within 4 weeks of receiving the document or the tenant does not have to pay.

Electricity/gas/phone/internet

Check your tenancy agreement – in most cases you will need to arrange connection and pay for the services. Check with the property owner/manager to clarify arrangements for internet or TV connections, satellite dish installation or solar electricity rebates (if applicable).

For general service charges in tenancy agreements and moveable dwellings, where tenants pay for utilities or other services, a property manager/owner must provide a tenant with a copy of the document from the relevant service provider that shows the charges. This must be done within 4 weeks of the property manager/owner receiving the document.

This requirement applies to individually metered utilities for moveable dwellings and it does not include service charges or utilities services that are included in the rent.

Entry condition report

The property owner/manager must give you an Entry condition report (Form 1a).

It is important for you to take the time and check the condition of the property at the start of the tenancy. This will help to avoid disputes about the condition of the property when you move out. You must complete the report and return a signed copy to the property owner/manager within 7 days. The property owner/manager must give you a copy of the signed final report within 14 days.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

The RTA also recommends taking photos and attaching them to the report as proof of the condition of the property.

During a tenancy

Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. The property owner/manager is responsible for ensuring the property is fit to live in and in a good state of repair, including carrying out general repairs and maintenance during your tenancy. They must also make sure the property complies with any health and safety laws.

Minimum housing standards, which clarify repair and maintenance obligations and introduce compliance mechanisms in enforcing these standards commenced:

- for new tenancies on 1 September 2023, and
- for all tenancies on 1 September 2024.

Minimum housing standards

Minimum housing standards, which clarify repair and maintenance obligations, commenced for new tenancies (including renewed tenancy agreements) from 1 September 2023 and for all remaining tenancies from 1 September 2024.

The property must meet minimum housing standards when the tenant moves in and throughout the tenancy agreement.

Routine repairs

You should notify the property owner/manager of any necessary repairs. They will generally carry out repairs or organise someone to do them. You should not carry out repairs without written consent.

If you have notified the property owner/manager of a repair – by email, maintenance request, or a Notice to remedy breach (Form 11) – and they don't make the repair within a reasonable time, you can apply for free dispute resolution at the RTA and may have the option to apply for a repair order from the Tribunal after conciliation.

When entering the property for repairs the property owner/manager must provide the appropriate entry notice period. If you or your guests damage the property, you will have to pay for the repairs.

What to do for emergency repairs

If the property owner/manager or nominated repairer listed on your tenancy agreement (or the front page of this guide) cannot be contacted, you can:

1. arrange for a qualified person to carry out emergency repairs to a maximum value of 4 weeks rent (check your tenancy agreement to clarify what is an emergency repair).

   If you pay the repairer, you will need to give the receipt to the property owner/manager who must pay you back within 7 days. Keep copies of all receipts. Alternatively, you can ask the property owner/manager to pay the repairer directly.
2. Make an urgent application to the Tribunal for a repair order for the emergency repair.

Smoke alarms

Property owners/managers must install, maintain and replace smoke alarms in rental properties, in line with Queensland legislation. Visit Queensland Fire Department (fire.qld.gov.au) for more information. Tenants also have responsibilities including testing and cleaning smoke alarms and replacing batteries (unless the battery is built into the smoke alarm in a way that prevents the battery being removed). See our website for more information.

Fixtures

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

A tenant experiencing domestic and family violence can arrange for a qualified tradesperson to change the locks in their rental property to ensure their personal safety. The tenant must provide copies of the keys to the property owner/manager unless the property owner/manager agrees to not being given a copy of the key.

A tenant cannot change locks to common property in community title schemes.

Requesting to rent with a pet

If you wish to keep a pet at the property, you must seek written approval from the property owner using a Request for approval to keep a pet in rental property (Form 21).

The property owner must respond in writing within 14 days after receiving your request.

- If they approve, they can outline additional reasonable conditions for the approval of the pet. You may agree to the outlined conditions or try to negotiate.
- If they do not approve the request, they must provide a specific reason under the legislation for rejecting the request.

When considering keeping a pet, you must also adhere to other applicable rules such as house rules, local council laws or body corporate by-laws.

Inspections and viewings

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

The property owner/manager may also need to enter the property for repairs or a viewing if it is being re-let or put up for sale. In most cases they must give you an Entry notice (Form 9) before they can enter. However, they may enter in an emergency or if you verbally agree with the entry. Entry must occur at a reasonable time. For open home inspections (when multiple inspections occur at the same time), your written consent must be sought by the property owner/manager. Visit our website for more details.

Sub-letting and co-tenancies

If you want to rent out a room or part of the property, you must seek written permission from the property manager/owner and they must have good reason to say no.

Check your tenancy agreement first, talk to your property owner/manager and get any agreed arrangements in writing. Head-tenants have the same responsibilities as a property owner/manager including giving their sub-tenant a receipt for bond money paid and lodging the bond with the RTA.

Problems

If you do something wrong

If you breach the agreement, the property owner/manager can issue a Notice to remedy breach (Form 11).

Example: you don't pay the rent as per the tenancy agreement and it remains unpaid for 7 days or more or you do not keep the property in the agreed condition.

If you don't fix the problem you may be given a Notice to leave (Form 12) by the property owner/manager.

If the property owner/manager does something wrong

If the property owner/manager breaches the agreement, you can issue a Notice to remedy breach (Form 11).

Example: the property owner/manager fails to keep the property well maintained, does not respond to a repair request or enters the property without the correct notice.

If you have notified the property owner/manager of a repair and they have not taken action within a reasonable timeframe, you may have the option to apply to the Tribunal for a repair order.

Resolving problems

Good communication is the key to resolving most problems. Find out your rights and responsibilities and talk to the property owner/manager directly. If this does not work, the RTA's free and impartial dispute resolution service may be able to help. If it remains unresolved, you may be able to take the matter to the Queensland Civil and Administrative Tribunal (QCAT).

Extending your fixed term tenancy

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

If there are changes to any of the terms of the agreement, the property owner/manager will need to prepare a new written tenancy agreement and you must both sign it before the old one ends. If there is a significant change (e.g. a rent increase you think is excessive) you can dispute it, but only after you've signed the new agreement.

Note that the rent cannot be increased unless at least 12 months have passed since the last rent increase and a property manager/owner must offer tenants at least two options to pay rent. One of these options must not exceed reasonable transactional costs (costs beyond standard transaction fees), and it must be reasonably accessible to the tenant.

If the end date of a fixed term agreement goes by without any contact between you and the property owner/manager, it continues as a periodic agreement.

Moving out

Ending your fixed term or periodic agreement

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

If you wish to leave you must give 14 days notice in writing. If the property manager/owner wants you to leave they must give you 2 months notice.

You must continue to pay rent until you move out.

You must leave the property in the same condition it was in before you moved in, fair wear and tear excepted.

Remember to disconnect your electricity, gas, telephone and internet from your current property and re-direct your mail when you move out.

Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you may be responsible for reletting costs.

Reletting costs for fixed-term agreements are calculated based on how much of the lease has expired. The specific reletting costs depend on how much of the agreed tenancy duration has passed when a tenant vacated:

- Less than 25% = 4 weeks rent
- 25% to less than 50% = 3 weeks rent
- 50% to less than 75% = 2 weeks rent
- 75% or more = 1 week's rent
- For agreements up to 3 years it's the lower amount of the specified reletting costs or the rent until a new tenant moves in.

Excessive hardship

If you experience excessive hardship and are unable to continue the tenancy, you can make an urgent application to QCAT to end the tenancy.

Examples of excessive hardship can include serious illness or loss of employment.

The person applying to QCAT will need to show evidence of their circumstances. QCAT may make orders regarding compensation to the property owner/manager and terminating the tenancy from an agreed date.

Exit condition report

You should complete an Exit condition report (Form 14a). It shows the condition of the property when you leave and compares it to the condition of the property when you moved in. If possible you should try to arrange a final inspection with your property owner/manager.

The property owner/manager should complete their side of the report, sign it and return a copy to you within 3 business days of receiving it.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

The RTA also recommends taking photos and attaching them to the report to prove the condition of the property.

Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the property owner/manager for rent, damages or other costs. You can apply on, or after, handover day to have your bond money returned. You need to provide the RTA with your contact details, forwarding address and bank account details to receive your bond refund. You can update your details quickly and easily online using RTA Web Services.

Bonds can only be refunded into Australian bank accounts. The quickest and easiest way to get your bond back is an agreed refund between you and your property owner/manager.

Rental bonds lodged on or after 30 September 2024 will require supporting evidence to be provided to a tenant/resident when a property manager/owner claims or disputes a bond refund request. This must be done within 14 days of the bond claim or dispute. Not providing supporting evidence to a tenant/resident when a claim or dispute is made against a bond is an offence.

For rental bonds lodged with the RTA before 30 September 2024, a 12 month transitional period from 30 September 2024 to 30 September 2025 applies. Evidence does not need to be provided for bond claims until after this period expires for bonds lodged with the RTA before 30 September 2024.

If you and the property owner/manager agree on the refund amount

You and the property owner/manager can request a bond refund online using RTA Web Services. Alternatively, you and your property owner/manager must sign the paper based Refund of rental bond (Form 4) and submit it to the RTA. The RTA will refund the bond as directed within a few days.

If you and the property owner/manager disagree

The RTA encourages you and your property owner/manager to try and resolve any issues in the first instance. Either you or the property owner/manager can submit a bond refund form online using RTA Web Services or the paper based Refund of rental bond (Form 4).

The RTA will process the first refund request made (Party A). If the other person (Party B), whose signature/ agreement is missing, disagrees with Party A's refund request, they can dispute the claim within the timeframe stated to prevent payment.

The RTA will send Party B a Notice of claim and Party B can disagree digitally via Web Services or submit a Dispute resolution request (Form 16) to the RTA by the due date. If the RTA does not receive a digital response via Web Services or a completed Form 16 from Party B within the 14 day period as stated on the notice, the bond will be paid out, as directed on Party A's bond refund form.

If Party B disagrees on the bond refund through the above process, it will commence the dispute process with the RTA's dispute resolution service where a conciliator will try to help resolve the disagreement. If agreement is reached, both parties will need to sign a bond refund form and the bond is paid out as what is agreed in this process.

If agreement is not reached, Party B (the person who disputed the refund form) can apply to QCAT for a decision. They must do so within 7 days and notify the RTA in writing of the QCAT application within the correct timeframe.

If no QCAT application is lodged by Party B within the 7 day timeframe, the RTA will pay the bond as directed on Party A's bond refund form. More details on dispute resolution are available at rta.qld.gov.au and information about QCAT can be found at qcat.qld.gov.au.

Domestic and family violence support

Domestic and family violence in a rental property

Domestic and family violence is any form of violence or abuse where the abusive person is a spouse (including de facto), an intimate or dating partner, a family member or an informal carer.

A person who experiences domestic and family violence in a rental property has rights under tenancy law, even if they are not named on the tenancy agreement.

If someone in a rental property is experiencing domestic and family violence and no longer feels safe living in the property, they can end their interest in a tenancy agreement by providing the property owner or manager seven days notice of their intention to vacate supported by relevant evidence. They can vacate before 7 days but they are responsible for paying rent until the end of the 7 day notice period.

Tenants can complete a Notice ending tenancy interest (domestic and family violence) (Form 20) to end their interest in a tenancy agreement.

Tenants and property owners/managers can also complete a Bond refund for persons experiencing domestic and family violence (Form 4a) to request a rental bond refund for their bond contribution or a tenant's bond contribution due to a tenancy interest ending on grounds of experiencing domestic and family violence.

It is critical that property owners/managers maintain the privacy of a tenant who is experiencing domestic and family violence to ensure their safety. Penalties apply for those who do not follow the legislated requirements. Learn more about your rights and responsibilities at rta.qld.gov.au.

A person can also apply to QCAT to:

- end the tenancy agreement
- be listed as the tenant
- remove the name of the person who has committed an act of domestic violence from the tenancy agreement
- prevent their personal information being listed in a tenancy database where a breach of the agreement is a result of the actions of a person who has committed an act of domestic or family violence.

Every person has a right to feel safe and live free from violence. If there is violence in your home, you may be able to apply for a domestic violence order (DVO).

Visit the Queensland Courts website courts.qld.gov.au for more information on domestic violence orders.

If you are affected by domestic and family violence and/or sexual abuse, you can contact any of the organisations below for free and confidential support and assistance.

Contact information

Residential Tenancies Authority
w rta.qld.gov.au
t 1300 366 311 (Mon – Fri: 8:30am – 5pm)

Emergency
Police, firefighters or ambulance
t 000 (triple zero)

Tenants Queensland
w tenantsqld.org.au
t 1300 744 263

National Relay Service
Assistance for people who are deaf and/or find it hard hearing or speaking
t 133 677

Lifeline
Crisis support and suicide prevention services
t 13 11 14

DV Connect
Domestic, family and sexual violence support services
w dvconnect.org
t 1800 811 811 – Womensline
t 1800 600 636 – Mensline
t 1800 010 210 – Sexual Assault Hotline

1800 RESPECT
National sexual assault, domestic and family violence counselling service
w 1800respect.org.au
t 1800 737 732

Aboriginal Family Domestic Violence
Victims rights, counselling and financial assistance
t 1800 019 123

Interpreter

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).

Stay informed
Sign up for **news** and **useful information** about renting in Queensland **rta.qld.gov.au**

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