

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 1 Tenancy details

**Item 1** 1.1 Lessor

Name/trading name		
Address		
	Postcode	
1.2 Phone	Mobile	Email

**Item 2** 2.1 Tenant/s

Tenant 1	Full name/s	DEFENCE HOUSING AUSTRALIA ABN 72 968 504 934
Phone	139 342	Email Leasing@dha.gov.au
<del>Tenant 2</del>	<del>Full name/s</del>	
<del>Phone</del>	<del></del>	<del>Email</del>
<del>Tenant 3</del>	<del>Full name/s</del>	
<del>Phone</del>	<del></del>	<del>Email</del>

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

**Item 3** 3.1 Agent If applicable. See clause 43

Full name/trading name		
Address		
	Postcode	
3.2 Phone	Mobile	Email

**Item 4** Notices may be given to (Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor  
Email Yes  No   Facsimile Yes  No

4.2 Tenant/s  
Email Yes  No  Leasing@dha.gov.au Facsimile Yes  No

4.3 Agent  
Email Yes  No   Facsimile Yes  No

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

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

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

6.2 Starting on  6.3 Ending on

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



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

**Item 8** Rent must be paid on the  First  day of each  Month   
Insert day. See clause 8(2) Insert week, fortnight or month

**Item 9** Method of rent payment Insert the way the rent must be paid. See clause 8(3)  
 in accordance with clause 4.2 and clause 4.3 of the Additional Terms in Schedule 2

Details for direct credit-

~~BSB no.~~ ~~Bank/building society/credit union~~   
~~Account no.~~ ~~Account name~~   
~~Payment reference~~

**Item 10** Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)  
 Not applicable. Rent to be paid by way of electronic funds transfer.

**Item 11** Rental bond amount \$  See clause 13

**Item 12** 12.1 The services supplied to the premises for which the tenant must pay See clause 16  
Electricity  Yes  No Any other service that a tenant must pay  Yes  No  
Gas  Yes  No Type  See special terms (page 8)  
Phone  Yes  No

12.2 Is the tenant to pay for water supplied to the premises See clause 17  
 Yes  No

**Item 13** If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)  
Electricity  Any other service stated in item 12.1   
Gas  See special terms (page 8)  
Phone

**Item 14** How services must be paid for Insert for each how the tenant must pay. See clause 16(d)  
Electricity   
Gas   
Phone   
Any other service stated in item 12.1   
See special terms (page 8)

**Item 15** Number of persons allowed to reside at the premises  See clause 23

**Item 16** 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?  Yes  No See clause 22  
16.2 Has the tenant been given a copy of the relevant by-laws See clause 22  Yes  No

**Item 17** 17.1 Pets approved  Yes  No See clause 24(1)  
17.2 The types and number of pets that may be kept See clause 24(2)  
Type  Domestic pets in accordance with Local Government requirements Number  Type  Number

**Item 18** Nominated repairers Insert name and telephone number for each. See clause 31  
Electrical repairs  As nominated by the Property Care Provider Phone  139 342  
Plumbing repairs  As nominated by the Property Care Provider Phone  139 342  
Other  As nominated by the Property Care Provider Phone  139 342

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement –

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

#### 2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.  
*Note* – Some breaches of this agreement may also be an offence under the Act, for example, if –
  - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
  - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

#### 3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 –
  - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
  - (b) must perform all the tenant's obligations under this agreement.

### Division 2 Period of tenancy

#### 4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

#### 5 Entry condition report – s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days –
  - (a) the day the tenant is entitled to occupy the premises;
  - (b) the day the tenant is given the copy of the condition report.*Note* – A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

#### 6 Continuation of fixed term agreement – s 70

- (1) This clause applies if –
  - (a) this agreement is a fixed term agreement; and
  - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) –
    - (i) a notice to leave;
    - (ii) a notice of intention to leave;
    - (iii) an abandonment termination notice;
    - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
    - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

*Note* – For more information about the notices, see the information statement.

#### 7 Costs apply to early ending of fixed term agreement

- (1) This clause applies if –
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

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

### Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid –
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by –
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement – in an approved way under section 83(4).

*Note* – If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place* –

- the lessor's address for service
- the lessor's agent's office

#### 9 Rent in advance – s 87

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

- (a) for a periodic agreement – 2 weeks rent; or
- (b) for a fixed term agreement – 1 month rent.

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

## 10 Rent increases – ss 91 and 93

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

## 11 Application to tribunal about excessive increase – s 92

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

## 12 Rent decreases – s 94

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

*Note* – For details of the situations, see the information statement.

## Division 4 Rental bond

### 13 Rental bond required – ss 111 and 116

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

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

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

### 14 Increase in bond – s 154

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

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

## Division 5 Outgoings

### 15 Outgoings – s 163

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

*Examples* –

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

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

### 16 General service charges – ss 164 and 165

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

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

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

### 17 Water service charges – ss 164 and 166

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

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

- (2) However, the tenant does not have to pay an amount –
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
- (4) *Note* – For details about water efficiency, see the information statement.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.

- (6) In this clause –
 

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

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

## Division 6 Rights and obligations concerning the premises during tenancy

### Subdivision 1 Occupation and use of premises

#### 18 No legal impediments to occupation – s 181

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

*Examples of possible legal impediments –*

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

#### 19 Vacant possession and quiet enjoyment – ss 182 and 183

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

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

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

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

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

*Note –* See the information statement for details.

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

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

*Examples of things that may constitute a nuisance –*

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

#### 22 Units and townhouses – s 69

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

#### 23 Number of occupants allowed

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

#### 24 Pets

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

### Subdivision 2 Standard of premises

#### 25 Lessor's obligations – s 185

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

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

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

**non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

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

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

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

### Subdivision 3 The dwelling

#### 27 Fixtures or structural changes – ss 207–209

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

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

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

*Examples of terms –*

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

## 28 Supply of locks and keys – s 210

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

## 29 Changing locks – ss 211 and 212

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

## Subdivision 4 Damage and repairs

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

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

## 31 Nominated repairer for emergency repairs – s 216

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

## 32 Notice of damage – s 217

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

## 33 Emergency repairs arranged by tenant – ss 218 and 219

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

## Division 7 Restrictions on transfer or subletting by tenant

### 34 General – ss 238 and 240

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

### 35 State assisted lessors or employees of lessor – s 237

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

## Division 8 When agreement ends

### 36 Ending of agreement – s 277

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

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

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

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

*Note* – See the information statement for details.

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

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

*Examples of what may be fair wear and tear –*

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

### 38 Keys

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

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

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

### 40 Exit condition report – s 66

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

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

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

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report –
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report – show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent – make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

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

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

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

## Division 9 Miscellaneous

### 42 Supply of goods and services – s 171

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

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

### 43 Lessor's agent

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

### 44 Notices

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

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

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

See separate list titled 'Schedule 1 - Special Terms'.

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

**Signature of lessor/agent**

Name/trading name

Signature

Date

**Signature of tenant 1**

Print name

See execution box below

Signature

Date

**Signature of tenant:**

Executed for and on behalf of Defence Housing Australia ABN 72 968 504 934 by its delegate duly authorised pursuant to s.65 of the *DefenceHousing Australia Act 1987* (Cth):

Signature:

Name: (please print)

Position:

Date:

Signature of witness:

Name of witness: (please print)

Position of witness:

Address of witness:



## SCHEDULE 1 – SPECIAL TERMS

### 1. ACKNOWLEDGEMENTS

#### 1.1 Agreement terms

The parties acknowledge and agree that this agreement comprises the Form 7 Lease, the Form 20 Enlarged Panel, the General Tenancy Agreement, these Special Terms and all schedules and annexures to this agreement.

#### 1.2 Landlord's acknowledgement

The landlord acknowledges and agrees that:

- (a) it relies on its own independent legal, financial, taxation and other advice before entering into this agreement;
- (b) it will comply with any notice, reporting or other requirements under the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld); and
- (c) there is no bond payable by the tenant to the landlord.

### 2. EXTENSION OF TERM

#### 2.1 The tenant's right to extend the Term

Without limiting the General Tenancy Agreement, and in addition to the rights and obligations of the landlord and tenant under the General Tenancy Agreement, the tenant may, by written notice to the landlord, exercise one of the following rights once:

- (a) extend the Term by a period of \_\_\_\_\_ ;by exercising one of the following rights where applicable:
  - extend the Term by a period of 3 years;
  - extend the Term by a period of 24 months;
  - extend the Term by a period of 18 months;
  - extend the Term by a period of 12 months;
  - extend the Term by a period of 6 months; and
- (b) extend the Term by up to 12 months.

#### 2.2 Notice of extension of Term

A notice under this clause must:

- (a) be given at least 3 months before the date, which but for that extension, would have been the terminating date of this agreement;
- (b) specify which sub-clause of clause 2.1 of these Special Terms is invoked;
- (c) specify the period by which the Term is to be extended; and
- (d) specify the new Terminating Date.

#### 2.3 Effect of giving notice

After giving the notice pursuant to this clause 2 of these Special Terms, the Terminating Date is extended accordingly even if such extension is not registered.

### 3. RENT

#### 3.1 Payment of Rent

- (a) The tenant will pay the Rent by electronic funds transfer at the direction of the landlord. The landlord must make adequate arrangements to enable payment by this method.
- (b) Despite clause 9 of the Part 2 Standard Terms, the Tenant elects to pay Rent (other than the first and last payments) monthly in advance on the first day of each calendar month. The tenant elects to pay the Rent monthly in advance although it may have no obligation to do so under the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).
- (c) The first Rent payment, which includes a partial Rent payment in arrears and the first full month Rent payment in advance, will be paid:
  - (i) where the Commencing Date is before the twenty-third day of the month, on the first day of the following month; or
  - (ii) where the Commencing Date is on or after the twenty-third day of the month, within 7 Business Days of the first day of the following month.
- (d) The last Rent payment is payable in arrears.

#### 3.2 Calculation of Rent

- (a) The Rent accrues from day to day.
- (b) The monthly payment is calculated as follows:  
**monthly Rent = weekly Rent x 4.3482.**
- (c) If the first or last Rent payment is for a period of less than a full calendar month, the Rent for the broken Rent period is calculated on a daily basis as follows:  
**daily Rent = weekly Rent x 0.1429.**

### 4. DIRECTION FOR RENT PAYMENT

#### 4.1 Acknowledgement

The parties acknowledge and agree that any direction under this clause 4 regarding payment of the Rent by the tenant is not intended to reduce or offset the amount of Rent payable by the tenant to the landlord under this agreement.

#### 4.2 Direction to pay

The landlord directs the tenant to make payment of the Rent in the following manner:

<b>Payment direct to Landlord –</b>	of the Rent direct to the landlord in the account nominated by the landlord.
<b>Payment direct to Property Care Provider -</b>	of the Rent direct to the Property Care Provider in the account nominated by the Property Care Provider.

#### 4.3 New directions to pay from time to time

- (a) Subject to clause 4.3(c), the parties agree that the landlord may, from time to time, by notice in writing to the tenant, issue a new direction for Rent payment under clause 4.2 of these Special Terms, and the tenant will comply with that new direction from the date of receipt.
- (b) If a new direction for Rent payment under clause 4.3(a) of these Special Terms is expressed as only having effect for a particular month, the tenant will revert to paying the Rent in accordance with clause 4.2 of these Special Terms for subsequent months (after giving effect to the direction for the relevant month).
- (c) Any new direction for Rent payment issued under clause 4.3(a) must only involve an increase in the percentage of the Rent payable directly to the Property Care Provider under clause 4.2 and must not involve a decrease in that percentage.

5.

#### 5.1 RENT REVIEW

##### Review dates and method of Rent review

- (a) The Rent will be reviewed and assessed as follows:

Review Date	Method of review
<b><u>First Review Date:</u></b> 31 December of the year in which this agreement commences, or if the Commencing Date is after 1 July 2020 then 31 December 2022.	The landlord must notify the tenant in writing of the Landlord's Assessment at least 2 months before the First Review Date.  Unless clause 5.4 of these Additional Terms applies, the new Rent payable from the First Review Date is the New Rent Amount stated in the Landlord's Assessment.
<b><u>Second and subsequent Review Dates:</u></b> Every 31 December for the Term	By using the same Rent Review process as for the First Review Date in the row above, except that references to "First Review Date" will be read as references to the second or subsequent Review Dates (as appropriate).

#### 5.2 When and how Rent will be reviewed

- (a) The Rent will be reviewed by the landlord as at each relevant Review Date, in the manner shown in the table in clause 5.1 of these Special Terms.
- (b) Nothing in this clause 5 of these Special Terms derogates from the landlord's obligation under the General Tenancy Agreement or the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).

#### 5.3 Date from which new Rent applies

Subject to clause 5.4, if the Rent review:

- (a) is completed by the relevant Review Date, then, subject to the terms of this agreement, the new Rent takes effect the relevant Review Date; or
- (b) is not completed by the relevant Review Date:
  - (i) the tenant must continue to pay Rent at the rate applicable for the previous period until the Rent review process has been completed and the Landlord's Assessment has been issued; and
  - (ii) once the Landlord's Assessment has been issued:
    - (A) the tenant must pay the landlord the amount of any underpayment within 10 Business Days of the Landlord's Assessment; or
    - (B) the landlord must refund to the tenant the amount of any overpayment within 10 Business Days of demand by the tenant,

and the tenant elects to pay an increase in Rent with effect from the relevant Review Date even if the landlord gives notice of the Rent increase after the time required by the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).

#### 5.4 Dispute between parties about Landlord's Assessment

- (a) If either party objects to the New Rent Amount stated in the Landlord's Assessment, or if the landlord does not issue a Landlord's Assessment within a reasonable period of time after the relevant Review Date, the objecting party must notify the other party in writing and with effect from the relevant Review Date:
  - (i) no later than 20 Business Days after the date of service of the Landlord's Assessment; or
  - (ii) within a reasonable period of time after the relevant Review Date if no Landlord's Assessment has been received.
- (b) The parties agree that they will refer all disputes in relation to the Landlord's Assessment or the Landlord's failure to issue a Landlord's Assessment (Lease Rent Review Dispute) (Lease Rent Review Dispute) to dispute resolution under this clause 5.4.
- (c) In the event of any Lease Rent Review Dispute, the disputing party may request in writing the Chair of the Australian Property Institute or the Australian Valuation Institute of Queensland to appoint a valuer who is a certified practising and registered valuer with the Australian Property Institute or the Australian Valuation Institute (as relevant) in Queensland (the Chair's Valuer) to determine the new current market Rent for the Premises, and in that case:
  - (i) in making its determination, the Chair's Valuer must apply the valuation criteria set out in the Landlord's Valuation Guide;
  - (ii) the costs of the Chair's Valuer must be met by the landlord and tenant equally; and
  - (iii) any determination of the new Rent by the Chair's Valuer will be conclusive and binding on the parties.
- (d) Once a Lease Rent Review Dispute has been concluded, having regard to the new Rent then being paid by the tenant and the amount assessed by the Chair's Valuer as being the new Rent:
  - (i) the tenant must pay the landlord the amount of any underpayment (calculated from the previous Review Date) within 10 Business Days of such determination; or
  - (ii) the landlord must refund to the tenant (calculated from the previous Review Date) the amount of any overpayment within 10 Business Days of demand by the tenant.
- (e) The landlord is not precluded from objecting to the Rent and initiating a Lease Rent Review Dispute on the basis that the landlord served the Landlord's Assessment.
- (f) If the valuer fails to decide the new Rent within 10 Business Days after its appointment, the parties may agree to appoint (or either party may request the appointment of) a further valuer under clause 5.4(c).

## 6. OCCUPANCY

### 6.1 Occupancy arrangements

Provided that the tenant continues to pay Rent in accordance with this agreement, the landlord consents to the tenant:

- (a) allowing Defence Force personnel and other persons specified under the DHA Act to occupy the Premises; or
- (b) if the tenant does not require the Premises for housing Defence Force personnel or other specified persons under the DHA Act:

- (i) allowing other persons to occupy the Premises; or
- (ii) leaving the Premises unoccupied.

## **7. PROPERTY CARE CONTRACT**

### **7.1 Relationship between Property Care Contract and lease**

- (a) It is an essential term of this agreement that this agreement and the Property Care Contract run concurrently and end simultaneously to enable DHA to meet its obligations under the DHA Act.
- (b) The parties acknowledge and agree that:
  - (i) this agreement is interdependent with the Property Care Contract;
  - (ii) if this agreement is terminated or is surrendered, the Property Care Contract automatically (and without the need for any action to be taken, or any notice to be given, by either party) terminates on the date of termination or surrender of this agreement;
  - (iii) if the Property Care Contract is terminated:
    - (A) the tenant may give the landlord a notice of intention to leave the Premises and then hand over vacant possession of the Premises on or after the handover day, in accordance with section 308 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld);
    - (B) this agreement will end in accordance with section 308 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld); and
    - (C) the tenant will not be obliged to pay any break fee or reletting fee to the landlord;
  - (iv) in the event the landlord sells the Premises by way of Mid-Lease Sale, the landlord will ensure that any third party purchaser of the Premises (Third Party Purchaser) executes a deed of novation of the Property Care Contract in accordance with the terms of the Property Care Contract; and
  - (v) if there is any inconsistency between the provisions in this agreement and the provisions in the Property Care Contract, the provision in this agreement will prevail to the extent of the inconsistency.
- (c) The parties acknowledge that:
  - (i) the Property Care Provider and the tenant are the same entity;
  - (ii) DHA acts in 2 different capacities, namely as the tenant under this agreement and the Property Care Provider under the Property Care Contract; and
  - (iii) DHA will be referred to in this agreement by either the name "tenant" or "Property Care Provider" (as appropriate) to clarify the relevant capacity in which DHA is acting.

## **8. GENERAL PROVISIONS**

### **8.1 Lease Registration**

- (a) The tenant must, at the tenant's cost:
  - (i) register this agreement;
  - (ii) register a variation of this agreement if the Term is extended under clause 2.2 of these Special Terms; and
  - (iii) deliver a copy of each registered document to the landlord within 12 months of the parties executing this agreement or any extension of Term.

## 8.2 Caveatable interest

- (a) The tenant may lodge a caveat to protect its leasehold interest in the Premises.
- (b) The landlord agrees to provide contemporaneously with the execution of this agreement its written consent in registrable form to any caveat which the tenant may wish to lodge by way of protecting the tenant's interest under this agreement, pending registration of the lease.
- (c) The landlord will not raise any objection to the lodgement of the caveat.

## 8.3 Mortgagee's consent

If the Premises are subject to a mortgage or charge, the landlord must obtain the unconditional mortgagee's or chargee's consent to this agreement at the landlord's cost, and provide the tenant with a copy of such consent. Such consent must be in any form required by the Queensland Land Registry to register this agreement.

## 8.4 Other legal costs

- (a) The landlord must pay any applicable stamp duty in relation to this agreement.
- (b) The parties must bear their own costs in relation to the execution of this agreement and the performance of their obligations under this agreement.

## 8.5 Insurance by landlord

The landlord must take out and maintain, at its cost, appropriate insurance to cover the Premises and the landlord's obligations in relation to the Premises, including:

- (a) building insurance, against loss or damage from fire, lightning, flood, storm and tempest, earthquake, water damage (including sprinkler leakage and rain water), explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, radiation, riots, strikes, civil commotion, and malicious damage, for its full reinstatement or replacement value (including architects, surveyors and other professional fees, the cost of debris removal, demolition, site clearance, any works that may be required by law and incidental expenses) at the time of loss or damage; and
- (b) public liability insurance, for all claims for injury, loss or damage to any person or property however sustained arising out of the use of the Premises, for not less than the amount of \$20 million per occurrence (or for such other reasonable amount which the landlord and the tenant agree).

If, during the Term:

- (a) a building on the Premises is damaged or destroyed by a risk against which the landlord is required by this agreement to insure;
- (b) the payment of insurance moneys under the insurance policy has not been refused in whole or in part because of any act or omission of the tenant; and
- (c) the tenant has notified the landlord within 20 Business Days after the date of the damage or destruction that it requires the landlord to reinstate the building,

subject to its right under section 284 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) to issue a notice to leave for non-livability, the landlord agrees to act promptly and do its best to reinstate the building, including:

- (d) claiming and obtaining payment of any insurance moneys to which it is entitled under the insurance policy for the damage or destruction;
- (e) obtaining any permission, permits and consents that may be required under law to enable the landlord to reinstate the building; and
- (f) using all relevant insurance proceeds (except sums for loss of Rent) in reinstating the building, making up any difference between the cost of reinstating and the insurance proceeds.

The landlord must provide evidence of the currency of its insurance policies to the tenant within 7 Business Days of a request in writing by the tenant.

The landlord agrees to notify the tenant promptly if any of the insurances required by this clause lapse or become void, voidable or otherwise unenforceable.

## 8.6 GST

- (a) In this clause:
  - (i) "GST Law" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) and all related ancillary legislation which provides for a broad based consumption tax on the supply of goods and services which becomes operative in respect of the provisions of this agreement;
  - (ii) "GST" means any tax imposed on the supply of goods or services which is imposed or assessed under the GST Law; and
  - (iii) "Supply" means any supply, as defined in the GST Law, made by a party under this agreement.
- (b) If this agreement or any Supply under or in respect of this agreement becomes subject to GST, and if the recipient of the consideration is liable for GST in relation to any Supply under this agreement, the parties agree that the amount payable for any Supply under or in respect of this agreement by any party shall be adjusted by the amount of the GST.
- (c) Each party agrees to do all things, including providing invoices or other documentation in such form and detail, that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this agreement or in respect of any Supply under this agreement.
- (d) As required by any applicable legislation, where identifiable cost adjustments are realised by virtue of the enactment of the GST Law, those cost adjustments will be reflected in the calculations of the consideration under this agreement.

## 8.7 No waiver

A failure by a party to exercise any right arising under this agreement is not a waiver of that right or any other right under this agreement.

## 8.8 Entire agreement

This agreement:

- (a) supersedes all prior understandings or agreements between the parties (except for the Property Care Contract) and any prior condition, warranty, indemnity or representation given or made by a party in connection with their subject matter (except to the extent contained in the Property Care Contract);
- (b) may be varied only by an instrument in writing signed by or on behalf of both the landlord and the tenant; and
- (c) and the Property Care Contract and any other documents or information required to be provided by the parties under the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) constitutes the entire agreement between the landlord and the tenant as to their subject matter, subject to the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).

## 8.9 No merger

None of the terms and conditions of this agreement or any other agreement between the parties (including the Property Care Contract), nor any act, matter or thing done in relation to this agreement or any other agreement (including the Property Care Contract), will operate as a merger of any of the rights and remedies of the parties in or under this agreement or any other agreement (including the Property Care Contract), all of which will continue in full force and effect.

#### 8.10 **No partnership or agency**

Nothing in this agreement is intended to create a relationship of partnership, principal and agent and/or joint venture between the parties.

#### 8.11 **Notices**

- (a) The parties agree that any communications delivered electronically through the tenant's and/or Property Care Provider's online portal will constitute a notice delivered via email for the purposes of this agreement.

#### 8.12 **Severability**

- (a) To the extent permitted by law, all provisions of this agreement will, so far as possible, be construed so as not to be invalid, illegal or unenforceable in any respect.
- (b) If any provision of this agreement (or part thereof) is invalid, illegal, or unenforceable:
  - (i) that provision (or part) will be severed to the extent it is invalid, illegal or unenforceable, and the remaining provisions will continue in force; and
  - (ii) the parties must do all things reasonably necessary, including the execution and registration of any documentation, to give effect to this agreement.

#### 8.13 **Interpretation**

- (a) Unless the context otherwise precludes it:
  - (i) where any expressions are defined in the text of this agreement, those expressions shall have the meanings ascribed to them;
  - (ii) the singular includes the plural and vice versa, and a reference to one gender includes all genders;
  - (iii) a reference to a person generally includes a reference to a corporation, firm, partnership, joint venture, association, authority, trust, government, statutory entity or any other legal entity, and vice versa;
  - (iv) a covenant, agreement or undertaking on the part of two or more parties shall bind those parties jointly and each of them severally;
  - (v) a reference to a statute includes all amendments made to that statute, and to any statute passed in substitution, and all regulations made under those statutes;
  - (vi) headings are for guidance only and do not affect interpretation;
  - (vii) no rule of construction will apply to the detriment of a party because that party was responsible for the drafting of this agreement or any part of it;
  - (viii) anything to be done on a day which is not a Business Day will be due on the immediately following Business Day; and
  - (ix) mentioning anything after "includes", "including", "for example" or similar expressions does not limit what else might be included.

### **9. FEDERAL, STATE AND TERRITORY LAWS**

#### **9.1 Application of laws**

This agreement is to be construed in accordance with, and any matter related to it is to be governed by, the laws applying in the State of Queensland but nothing in this agreement is to be construed as binding the tenant to comply with any laws or requirements which do not apply to it of their own force.



## 9.2 Residential Tenancies and Rooming Accommodation Act paramount

Nothing in this agreement is intended by the parties to exclude, modify or restrict the operation or application of provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld), except to the extent permitted by that Act.

## 9.3 Agreement with respect to the Residential Tenancies and Rooming Accommodation Act

Where the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) permits the parties to exclude or modify statutory provisions or requirements by agreement, then the parties acknowledge that this agreement records the extent of their agreement to do so.

## 9.4 Mandatory Provisions

Where the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) implies Mandatory Provisions in this agreement

- (a) the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) overrides any term of this agreement which is inconsistent with the Mandatory Provisions; and
- (b) the Mandatory Provisions are deemed to be incorporated into this agreement to the extent of the inconsistency.

## 10. DEFINITIONS

The following definitions apply to the Special Terms unless a contrary intention appears:

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Queensland.

**Commencement Date** means the date set out in Item 6 of the Form 7 and Item 6.2 of the General Tenancy Agreement.

**Defence Housing Australia** ABN 72 968 504 934.

**DHA Act** means the *Defence Housing Australia Act 1987* (Cth).

**Expiry Date** means the date set out in Item 6 of the Form 7 and Item 6.3 of the General Tenancy Agreement, as extended under clause 2.2 of these Special Terms.

**Fixtures and Fittings** means items that are secured or bolted to the walls or floor of the Premises (fixtures) and free-standing items including goods (fittings), and includes chattels, fixtures, partitions and equipment.

**Form 7 Lease** means the Queensland Land Registry form 7 Lease at the front of this agreement.

**Form 20 Enlarged Panel** means the Queensland Land Registry form 20 enlarged panel forming part of this agreement and containing the General Tenancy Agreement and the Special Terms.

**General Tenancy Agreement** means the Queensland general tenancy agreement (form 18a) contained in the Form 20 Enlarged Panel.

**Landlord** means the lessor under this agreement.

**Landlord's Assessment** means the landlord's assessment of the New Rent Amount payable for the period of 12 months from the relevant Review Date.

**Landlord's Valuation Guide** means the Landlord's Valuation Guide on the DHA website (as may be amended from time to time).

**Mandatory Provisions** means provisions under the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) that imply terms into, or give rise to rights or obligations on the part of the landlord or the tenant under this agreement which cannot be excluded, modified or restricted.

**Mid-Lease Sale** means a sale by the landlord of the Premises to a Third Party Purchaser at any time during the Term of this agreement.

**New Rent Amount** means the current market rent for the Premises payable for the period of 12 months from the relevant Review Date determined in accordance with the process set out in the table in paragraph 5 of Schedule 2 of the Property Care Contract.

**Premises** means the premises set out in Item 5 of the Form 7 and Item 5 of the General Tenancy Agreement, and includes any Fixtures and Fittings and improvements.

**Property Care Contract** means the Contract so called between the landlord and the Property Care Provider dated on or about the date of this agreement.

**Property Care Provider** means DHA, acting in its capacity as contractor for the landlord under the Property Care Contract.

**Rent** means the amount set out at Item 7 of the General Tenancy Agreement, as reviewed in accordance with clause 5 of these Special Terms.

**Review Date** has the meaning given to that term in clause 5.1 of these Special Terms.

**Special Terms** means the terms in this Schedule 1 to this agreement.

**Term** means the term commencing on the Commencement Date and expiring on the Expiry Date as shown at Item 6 of the Form 7 and as shown at Item 6 of the General Tenancy Agreement and includes any holdover period.

**Execution Page**

**Signature of Landlord:**

<b>Execution Page</b>	
<b>[Execution clause for individual Landlord]</b>	
I certify that I am an eligible witness and that the Landlord signed this dealing in my presence. [see note ** below]	
_____ Signature of Landlord	_____ Signature of witness
_____ Date	_____ Name of witness
	_____ Residential address of witness
	_____ Business hours telephone of witness

\*\* s267 RP Act requires that you must have personally known the signatory or are satisfied as to his or her identity

**[Execution clause for corporate Landlord]**

Certified correct for the purposes of the Real Property Act 1886 (SA) and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Authority:        Section 127 of the *Corporations Act 2001* (Cth)

_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person
_____ Office held [Director, Secretary, Sole Director/Secretary]	_____ Office held [Director, Secretary, Sole Director/Secretary]
_____ Date	_____ Date

**Signature of tenant:**

Executed for and on behalf of Defence Housing Australia ABN 72 968 504 934 by its delegate duly authorised pursuant to s.65 of the *DefenceHousing Australia Act 1987* (Cth):

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature of witness:

\_\_\_\_\_  
Name: (please print)

\_\_\_\_\_  
Name of witness: (please print)

\_\_\_\_\_  
Position:

\_\_\_\_\_  
Position of witness:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Address of witness: