

# Moveable dwelling tenancy agreement (Form 18b)

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

#### 1. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

#### 2. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

#### 3. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

### 2.2 Address for service (if different from address of the premises in item 5 and 6) Attach a separate list

**Item  
3**

### 3.1 Agent If applicable. See clause 49

Full name/trading name

Address

	Postcode	

### 3.2 Phone

Mobile

Email

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## 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 ☐

Facsimile Yes ☐ No ☐

### 4.3 Agent

Email Yes ☐ No ☐

Facsimile Yes ☐ No ☐

## Item 5 The park Insert name, address or other description of the moveable dwelling park where the premises or site is.

## Item 6 6.1 Location of the premises or site Identify where the moveable dwelling is or is intended to be situated, for example, by its site number.

<input type="text"/>		
<input type="text"/>	Postcode	<input type="text"/>

## 6.2 The moveable dwelling Describe the moveable dwelling, for example, caravan, site only.

## 6.3 Inclusions for the premises. For example, annexe, furniture or other household goods let with the premises. Attach list if necessary.

## 6.4 Details of current repair orders for the rental premises or inclusions

## Item 7 7.1 The term of the agreement is ☐ fixed term agreement ☐ periodic agreement

### 7.2 Starting on

### 7.3 Ending on

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

## Item 8 Rent \$ per ☐ week ☐ fortnight See clause 8(1) and 17

## Item 9 Rent must be paid on the

Insert day. See clause 8(2)

day of each

Insert week or fortnight

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**Item 10** **Methods of rent payment** Insert the ways the rent must be paid. See clause 8(3)

**Details for direct credit**

Bank/building society/credit union

BSB no.  Account name

Account no.  Payment reference

**Item 11** **Place of rent payment** Insert where the rent must be paid. See clause 8(4) to 8(6)

**Item 11a** **Day of last rent increase** Insert the day the rent was last increased for the moveable dwelling, or its site, or both

*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** \$  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 Any other service that a tenant must pay ☐ Yes ☐ No

Gas ☐ Yes ☐ No Type

Sewerage ☐ Yes ☐ No

**Item 14** **14.1 Are there any rules for the park** See clause 22 ☐ Yes ☐ No

**14.2 Has the tenant been given a copy of the park rules** See clause 22 ☐ Yes ☐ No

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

**Item 16** **The type and number of pets approved by the lessor to be kept at the premises** See clauses 34A to 34D

Type  Number  Type  Number

**Item 17** **Nominated repairers**

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

Electrical repairs	<input type="text"/>	Phone	<input type="text"/>
Plumbing repairs	<input type="text"/>	Phone	<input type="text"/>
Other repairs	<input type="text"/>	Phone	<input type="text"/>

**17.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs?** See clause 32(4)

☐ Yes

☐ No – please provide lessor contact details below

Name  Phone

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

- (1) In this agreement –
  - (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 6.3; 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) In this agreement, unless the context otherwise requires – **site-only premises** means moveable dwelling premises that consist only of the site where a moveable dwelling is, or is intended to be, situated.

#### 2 Terms of a moveable dwelling tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008* (**the Act**), section 55, the standard terms of a moveable dwelling 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) If the premises are moveable dwelling premises in a moveable dwelling park stated in this agreement for item 5 (**the park**), any park rules for the time being in force are taken to be terms of this agreement.
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) 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.
- (7) In accordance with section 61 of the Act, a Moveable Dwelling Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

#### 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 7.2.
- (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 7 days after the later of the following day –
  - (a) the day the tenant occupies 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.
- (5) However, the lessor 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.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

#### 6 Continuation of a 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 – 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 in a way not 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 42 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

### Division 3 Rent

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

- (1) Subject to clause 17, the tenant must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 9.
- (3) The rent must be paid –
  - (a) in a way stated in this agreement for item 10; 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 the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 10 and no way is agreed to after the signing of this agreement – in a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written 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) The rent must be paid at the place stated in this agreement for item 11.
- (6) 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.
- (7) If no place is stated in this agreement for item 11 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 2 weeks 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) 12 months after the last rent increase for the premises under 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
  - (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
  - (c) the increase in rent does not relate to –
    - (i) compliance of the premises or inclusions 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 excessive 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 setting aside or reducing the 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 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 12, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
  - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments – by instalments; or

(c) otherwise – when the tenant signs this agreement.

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

- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

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

## **14 Increase in bond – s 154**

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

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

### **16 Service charges – ss 164 and 167**

- (1) The tenant must pay the 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 13; and
  - (c) the premises are individually metered for the service.
- (2) However, the tenant is not required to pay an amount for the service that is more than the amount charged by the relevant supply authority (the supplier) for the service.
- (3) If the supplier charges the tenant directly for the service, the tenant must pay the amount of the charge to the supplier when the amount becomes due.
- (4) If the supplier charges the lessor for the service –
  - (a) the lessor must give the tenant copies of the relevant documents about the incurring of the amount within 4 weeks after the lessor receives the documents; and
  - (b) 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.
- (5) For subclause (4)(b), the tenant is not required to pay an amount for the charge if the tenant has not received a copy of the relevant documents.

### **17 Services for which rent is attributable that become unavailable – s 168**

- (1) This clause applies if –
  - (a) the tenant is not required to pay a service charge for a service the tenant enjoys or shares the benefit of; and
  - (b) the service becomes unavailable for use by the tenant because of action taken by the lessor; and
  - (c) the service is a service for which an amount of rent is attributable.
- (2) The rent payable under clause 8 is reduced from the day the service became unavailable.
- (3) The reduction is the amount that reflects the part of the rent that is attributable to the service, either as agreed by the lessor and tenant or, if they do not agree, as decided by a tribunal.



- (4) If the tenant asks the lessor for details of the amount of the rent attributable to service charges for the premises, the lessor must give the tenant a written statement showing –
- (a) each service for which an amount of rent is attributable; and
  - (b) the amount attributed to the service.

## 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 the land as a moveable dwelling park

#### 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

- (1) 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.

- (2) The lessor or agent may, under section 193(4), enter the site to carry out maintenance of the site without giving the notice of entry required by section 193(1) if –
- (a) a special term states the frequency with which the entry is required for carrying out the maintenance and the conditions under which the entry may be made; and
  - (b) the entry is made in accordance with the conditions.

*Examples of conditions –*

- the time and duration of the entry
- the type of maintenance for which the entry is allowed

#### 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 or sites
  - causing loud noises
  - allowing large amounts of water to escape onto adjoining land or sites
- (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 Park rules – ss 52(3), 68 and 228–236

- (1) This clause applies if the premises are moveable dwelling premises in a moveable dwelling park.
- (2) The lessor must give the tenant a copy of the park rules for the moveable dwelling park when this agreement is given to the tenant for signing.
- (3) If a park rule is changed, the lessor must give the tenant a copy of the rule as changed as soon as practicable after the change takes effect.
- (4) If the tenant has been given a copy of the park rules, the tenant must comply with the rules.
- (5) The tenant must comply with a changed park rule if the change has taken effect and the tenant has been given a copy of the rule as changed.

*Note –* See the information statement and sections 228 to 236 for what park rules may be made about, how they may be changed and when a change takes effect.

- (6) Subclause (2) 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 park rules in relation to the earlier agreement.

#### 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 – intentionally removed

### Subdivision 2 Standard of premises

#### 25 Lessor's obligations – ss 185–187

- (1) At the start of the tenancy, the lessor must –
  - (a) if the premises are site-only premises – ensure the premises are clean and a fit site for a moveable dwelling; and
  - (b) if the premises are not site-only premises, ensure –
    - (i) the premises are clean and fit for the tenant to live in and are in good repair; and
    - (ii) 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
  - (c) if the premises are moveable dwelling premises in a moveable dwelling park and the lessor is not a home owner for the premises, ensure –
    - (i) the facilities in the moveable dwelling park are clean, fit for the tenant to use and in good repair; and
    - (ii) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the facilities.
  - (d) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (2) While the tenancy continues, the lessor must –
  - (a) if the premises are site-only premises – ensure the premises remain a fit site for a moveable dwelling; and
  - (b) if the premises are not site-only premises –
    - (i) maintain the premises in good repair and in a way that the premises remain fit for the tenant to live in; and
    - (ii) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
    - (iii) keep any common area included in the premises clean; and
  - (c) if the premises are moveable dwelling premises in a moveable dwelling park and the lessor is not a home owner for the premises –
    - (i) keep the facilities in the moveable dwelling park clean; and
    - (ii) maintain the facilities in good repair and in a way that the facilities remain fit for the tenant to use; and
    - (iii) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using the facilities.
  - (d) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.

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

- (3) If the premises are site-only premises, the lessor may, while the tenancy continues, make any improvements to the premises the lessor considers appropriate.
- (4) In this clause – **premises**, other than site-only premises, include any common area available for use by the tenant with the premises.

## 26 Tenant's obligations generally – ss 188(2), (3) and (5) and 190

- (1) If the premises are not site-only premises, the tenant –
  - (a) must keep the premises clean, having regard to their condition at the start of the tenancy; and
  - (b) must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (2) If the premises are site-only premises, the tenant must keep the premises in a way that does not detract from the general standards of the moveable dwelling park, or other general area, where the premises are situated.
- (3) The obligation under subclause (2) applies having regard to the condition of the premises at the start of the tenancy and any improvements made later by the lessor.
- (4) The tenant's obligations under subclause (1) 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 or inclusions caused by an act of domestic violence experienced by the tenant.

## 27 Tenant's obligations for facilities in moveable dwelling park – s 189

- (1) This clause applies only to an agreement for moveable dwelling premises in a moveable dwelling park.
- (2) The tenant must not –
  - (a) do anything to a facility in the park that makes the facility unfit for use or detracts from its appearance; or
  - (b) intentionally or negligently damage a facility in the park.

## Subdivision 3 The dwelling

### 28 Fixtures or structural changes – ss 206A–209B

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

- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement.  
*Examples of terms* –
  - that the tenant may remove the fixture
  - that the tenant must repair damage caused when removing the fixture
  - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –
  - (a) take action for a breach of a term of this agreement; or
  - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).
- (6) A fixture may be attached, or a structural change may be made, to premises if the fixture or structural change –
  - (a) is necessary for a tenant's safety, security or accessibility; and
  - (b) is attached or made in the circumstances, and in accordance with any requirements, prescribed by regulation.

### 29 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).

## 30 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
  - (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 a 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) a 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 any of the following laws that apply to the premises –
  - (a) the *Body Corporate and Community Management Act 1997*;
  - (b) the *Building Units and Group Titles Act 1980*;
  - (c) a body corporate by-law.

## Subdivision 4 Damage and repairs

### 31 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) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

## 32 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 this agreement for item 17; or
  - (b) in a written notice given by the lessor to the tenant.
- (2) Item 17 or the written 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 written 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) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

## 33 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.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

## 34 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 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

### 34A 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 16.
- Notes* –
- 1 If item 16 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 or other animal at the premises see clause 34C.
- (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, park rule 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.

### 34B 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 or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

### 34C 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 34D 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 or inclusions 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 or park rule applying to the premises;
  - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 34D – 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) keeping the pet would contravene a condition of a licence applying to the moveable dwelling premises;
  - (j) 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).



### 34D 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 in a way that is consistent with clause 34C(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

### 35 General – ss 238 and 240

- (1) Subject to clause 36, 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.

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

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

## Division 8 Relocation

### 37 Application of div 8

This division applies if the premises are moveable dwelling premises in a moveable dwelling park.

### 38 Notice to relocate to another site – s 223

- (1) The lessor may give a notice (notice to relocate) to the tenant requiring the tenant to relocate the moveable dwelling to another site in the moveable dwelling park within a stated period only if –
  - (a) either –
    - (i) the relocation is necessary to allow the carrying out of necessary or desirable work in the park or is because of an emergency or is for health or safety reasons; or  
*Examples of work that might be necessary or desirable – maintenance, repairs, upgrading and restoration*
    - (ii) the lessor is a home owner for the dwelling and the lessor must, under a site agreement under the *Manufactured Homes (Residential Parks) Act 2003*, reposition the moveable dwelling; and
  - (b) the other site is, as far as practicable, reasonably comparable to the site currently occupied by the tenant.
- (2) The notice must identify the other site and state the period and the reasons for the relocation.
- (3) If the relocation is because of an emergency or is for health or safety reasons, the period must be reasonable.
- (4) Otherwise, the period must be a reasonable period of at least 1 month stated in the notice to relocate.

### 39 Restriction against enforcing relocation – s 224

The lessor or the lessor's agent must not take any action to enforce the tenant's relocation under a notice to relocate unless the tenant agrees or a tribunal orders the tenant to relocate to the site mentioned in the notice.

### 40 Effect of relocation – s 225

If the tenant complies with the notice to relocate given to the tenant, the site for this agreement is taken to be the site to which the tenant relocates.

### 41 Costs and expenses of relocation – s 226

- (1) The reasonable costs and expenses incurred by the tenant in complying with the notice to relocate are payable to the tenant by the lessor.
- (2) The tribunal may, if the tenant applies, make an order requiring the lessor to pay the tenant the amount it considers the tenant is entitled to for the costs and expenses.

## Division 9 When agreement ends

### 42 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; 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; 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.*

### 43 Condition premises must be left in – s 188(4) and (5)

- (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 might 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 or inclusions caused by an act of domestic violence experienced by the tenant.

### 44 Keys

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

### 45 Tenant's forwarding address – s 205(2) and (3)

- (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 –
- (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
  - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

### 46 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.

*Examples 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.

### 47 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. Under section 363(3), there is a prescribed storage period of 3 months for a caravan, its contents and other goods used in occupying the caravan. For other goods the prescribed storage period is 1 month.

## Division 10 Miscellaneous

### 48 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) a requirement about a service charge; or  
*Note –* See section 164 for what is a service charge.
  - (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 33D; and
    - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

### 49 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.

### 50 Notices

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

**Part 3 Special terms** Insert any special terms here and/or attach a separate list if required. See clause 2(4) to 2(6)

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

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

**Signature of lessor/agent**

Name/trading name

Signature

Date

**Signature of tenant 1**

Print name

Signature

Date

**Signature of tenant 2**

Print name

Signature

Date

**Signature of tenant 3**

Print name

Signature

Date