

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

DRAFT

Part 1 Tenancy details

Item 1 1.1 Lessor

Name/trading name		
Address		
C/- 200 Brisbane Rd, Booval		Postcode 4304
1.2 Phone	Mobile	Email
(07) 3436 8900		nrashousing@cofcqld.com.au

Item 2 2.1 Tenant/s

Tenant 1	Full name/s
Phone	Email
Tenant 2	Full name/s
Phone	Email
Tenant 3	Full name/s
Phone	Email

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

Item 3 3.1 Agent If applicable. See clause 43

Full name/trading name	Churches of Christ Housing Services Limited - ABN 25 604 517 026	
Address		
200 Brisbane Rd		
Booval Qld	Postcode 4304	
3.2 Phone	Mobile	Email
(07) 3436 8900		nrashousing@cofcqld.com.au

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

4.1 Lessor
Email Yes No Facsimile Yes No

4.2 Tenant/s
Email Yes No Facsimile Yes No

4.3 Agent
Email Yes No Facsimile Yes No (07) 3282 2790

Item 5 5.1 Address of the rental premises

	Postcode

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

See Entry Condition Report

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 day of each
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)

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)

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 Number Type Number

Item 18 Nominated repairers Insert name and telephone number for each. See clause 31
Electrical repairs Phone
Plumbing repairs Phone
Other Phone

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.

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.
- (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)

The following Attachments form part of, and are expressly incorporated into, the terms of this General Tenancy Agreement:
Attachment A - Special Terms
Attachment B - Annexure A NRAS terms and conditions
Attachment C - Communal Rules or By-laws (where applicable)
Item 18 of General Tenancy Agreement - Repairs and Maintenance Information Sheet

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

in the presence of (witness)

Print name

Witness signature

Signature of tenant 1

Print name

Signature

in the presence of (witness)

Print name

Witness signature

Signature of tenant 2

Print name

Signature

in the presence of (witness)

Print name

Witness signature

Signature of tenant 3

Print name

Signature

in the presence of (witness)

Print name

Witness signature

This is Attachment A to, and forms part of the General Tenancy Agreement. These terms are in addition to the Standard Terms and the parties have agreed to the Special Terms.

In this Special Terms, reference to 'Lessor' includes the Agent that may be acting on the Lessor's behalf.

1. Provision of Documents

The Tenant acknowledges receiving:

- 1.1. an Entry Condition Report for the Premises and understands that the Tenant is responsible for completing and returning a copy to the Lessor within three (3) working days; and
- 1.2. a copy of the Residential Tenancies Renting a House or Unit in Queensland (Form 17A).

2. Care of Premises

The Tenant agrees to:

- a. operate and maintain appliances in accordance with the Lessor's and/or manufacturer's instructions
- b. maintain the dishwasher and air-conditioner, where provided, by cleaning the filter on a regular basis
- c. maintain exhaust and ceiling fans by removing dust and oil, on a regular basis
- d. remove garden waste from the Premises which, includes grass clippings and pet waste
- e. replace light bulbs and florescent tubes during the term of the tenancy
- f. replace broken glass where the breakage is a result of the Tenant or Tenant's guest/s' actions
- g. place household rubbish in the bins provided by the local authority and move them for collection on the designated day and return them to the Premises as soon as practicable after collection
- h. fill the hot water system where required
- i. hang washing or like items in the areas provided or designated drying
- j. park vehicles in provided spaces, not on grass/lawn, keeping the area free from oil
- k. immediately notify the Lessor of an infestation of pests or rodents and any infestation caused by the action, or neglect of the Tenant, will be the Tenant's responsibility to remedy.

The tenant agrees not to:

- l. paint, mark or deface the Premises or use nails, screws or adhesives without the prior written consent of the Lessor
- m. smoke inside the premises at anytime
- n. damage or block the plumbing, drainage or sewage system servicing the Premises including by flushing non-flushable items in the toilet or filling drains with excess hair or oils
- o. construct and or use a portable wading pool, spa or such other regulated pool/s on the Premises.

3. During the tenancy

The Tenant agrees and acknowledges that:

- 3.1. Only persons specified at application for the tenancy or on the Tenancy Agreement, up to the maximum number of persons authorised under this Agreement, may reside at the Premises.
 - 3.1.1. Approval must be provided by the Lessor, in writing, for any other person to reside at the Premises during the tenancy.
- 3.2. The Tenant must not grant any other person a licence to occupy or use the whole or part of the Premises for the Tenant's commercial or financial gain without the Lessor's prior written consent.
- 3.3. Heavy or unregistered vehicles cannot be kept at the Premises or parked in surrounding suburban streets, in accordance with local council by laws.
- 3.4. Damage caused to the Premises by an act of vandalism or criminal activity including break and enter, not caused by the Tenant or Tenant's visitor/s, must be reported to the police and the Lessor, with a crime report number provided.
- 3.5. The Tenant must not keep or allow pets on the Premises without prior written approval from the Lessor and if approved the approval conditions, will form part of this Agreement.
- 3.6. The Tenant will advise the Lessor of any absence from the Premises of more than two weeks and must seek prior written approval from the Lessor for any absence longer than eight weeks.

- 3.7. The Lessor will maintain possession of keys to the Premises for the purpose of conducting periodic property inspections and carrying out emergency repairs and maintenance.
- 3.8. The Tenant will be responsible for costs associated with the loss or replacement of keys, locks or security devices and locksmith services if required.
- 3.9. The Tenant is responsible for testing and cleaning the smoke alarm/s in the Premises at least once every 12 months and for changing the batteries as required.
 - 3.9.1. The Tenant must not interfere with a smoke alarm, including by removing, relocating or covering, and understands that penalties may result under the Fire and Rescue Service Act 1990.
- 3.10. The Tenant permits the Lessor, upon entry to the Premises to photographically record the condition of the Premises for the purposes of identifying any maintenance, damage or defects that become apparent during the inspection.
 - 3.10.3. Photos may be distributed to persons involved in the rectification of such maintenance, damage or defects including the Lessor's contractors.
 - 3.10.4. Photos will not be used for advertising or any other purpose and copies will be provided to the Tenant upon request.
 - 3.10.5. Should the Lessor require photos of the Premises for any other purpose, the Lessor will obtain the Tenant's written authorisation.
 - 3.10.6. Reasonable care will be taken to avoid photographing the Tenant's personal property and effects.
- 3.11. The parties agree to the delivery and service of documents or other communication via electronic means including SMS text messaging, email or other form of electronic communication where such information has been provided by a party in the Agreement.
- 3.12. The Tenant will keep personal details, including phone numbers and emergency contacts, up to date and promptly advise the Lessor of any change.
- 3.13. Rent is payable two weeks in advance for the duration of the tenancy.
- 3.14. The Lessor may claim from the Tenant any reasonable costs of expenses incurred by the Lessor arising from or as a result of:
 - a. The acts or omissions of the Tenant, the Tenant's guests or invitees.
 - b. The Tenant's failure to comply with the Tenant's obligations under the Act or this Agreement.If the Tenant is in breach of any of obligations under this Tenancy Agreement, the Lessor may rectify such breach and claim the cost from the Tenant, subject to the provisions of the Act.

4. Liability and insurance

The Tenant agrees and acknowledges that:

- 4.1. Except in the case where the Lessor has been negligent or fails to comply with obligations under the Act, the Lessor will not be liable for any loss or damage suffered by the Tenant or other persons on the Premises with respect to either person or property and the Tenant indemnifies the Lessor against all liability with respect to injury or damage to the Tenant or other persons or the property of either occurring on the Premises as a result of any act or omission by the Tenant or others on the Premises with the consent of the Tenant.
- 4.2. The Tenant will not, by act or omission, do anything which would cause any increase in the premium of any insurance the Lessor may have over the Premises (or their contents) or cause such insurance policy to be invalidated.
- 4.3. The Tenant is responsible for insuring the Tenant's own property (contents, belongings and motor vehicles) kept on the premises.

5. Privacy

- 5.1. Churches of Christ Housing Services is required to collect personal information in order to provide the Tenant with housing assistance and without the provision of certain information, Churches of Christ Housing Services may not be able to effectively administer this Agreement.
- 5.2. Churches of Christ Housing Services will comply with the provisions of the Privacy Principles of the Privacy Act 1988 and will maintain a Privacy Policy. The privacy policy outlines how Churches of Christ Housing Services collects and uses personal information and is available on its website and upon request.
- 5.3. The Tenant may access such personal information and request correction or amendment to any

inaccurate, incomplete, outdated or irrelevant information.

- 5.4. The Tenant agrees and acknowledges that Churches of Christ Housing Services may, subject to the *Privacy Act 1988* (where applicable), use and disclose personal information to:
- the Lessor of the Premises to which this Tenancy Agreement applies
 - tradespeople and contractors engaged by the Lessor or Churches of Christ Housing Services in order to facilitate works with respect to the Premises
 - the Queensland Government for the purpose of administering housing services and measuring social housing statistics
 - nominated referees to confirm information provided by the Tenant
 - utility service providers, where the Tenant has opted for such a service, for the purpose of enabling the connection and/or disconnection of services
 - a body corporate for the purpose of managing the Premises
 - insurance companies, authorised Churches of Christ Housing Services personnel
 - courts and tribunals and other third parties as may be required by Churches of Christ Housing Services relating to the administration of the Premises and use of the services provided by Churches of Christ Housing Services
 - any other party where required by law.

6. Vacating the Premises

The Tenant agrees, upon vacating the Premises, the Tenant will:

- Return all keys, access cards and other security devices (if any) and incur the replacement cost should any of these items not be returned or lost at any time.
- On the last day of the tenancy, have all carpets and soft furnishings (if applicable) in the Premises cleaned, as far as possible, to the same condition they were at the start of the tenancy, fair wear and tear excepted.
- On the last day of the tenancy, have the Premises professionally treated for fleas and or lice, by a licensed pest controller, both internally and externally, with an attached warranty period for a three (3) month period if a pet has been kept on the property, and provide a receipt to the Lessor at the time the keys are returned.
- Remove all belongings from the Premises including rubbish and unwanted property on the Premises which, is not the property of the Lessor.
- Leave the Premises (including the garden area) in a neat and tidy condition with respect to the condition at the commencement of the tenancy.
- Return all remote control devices in good working condition including batteries and incur the replacement cost should any of these items not be returned or lost at any time.
- Repair any damage to the Premises caused as a result of the Tenant or Tenant's guest's actions including damage caused by the Tenant's pets.
 - The Tenant acknowledges any damage must be repaired or replaced to a tradesman like finish with respect to the condition and specification at the commencement of the tenancy.

7. End of Agreement

- The Lessor will rectify any breach of the Tenant's obligations under this Agreement, and claim the cost of such rectification from the rental bond or the Tenant, subject to the provisions of the Act.
- In the event that a Fixed Term Agreement is terminated by the Tenant before the end date of the Agreement:
 - The Tenant agrees to continue to fulfil their obligations under this Agreement, until another General Tenancy Agreement is entered into by the Lessor for the Premises or until the Tenant's General Tenancy Agreement expires, whichever is sooner.
 - The Tenant may be liable to pay any loss of rent incurred by the Lessor in re-letting the Premises where the Lessor has taken steps to reduce or minimise rental losses.

Tenant name:			
Signature:		Date:	
Tenant name:			
Signature:		Date:	

Annexure A to Residential Tenancy Agreement - Special Terms for the General Tenancy Agreement

Directions to Agent:

1. This document forms Annexure A to the General Tenancy Agreement. Please ensure that you have made reference in the Part 3 Special Terms section of the General Tenancy Agreement as follows: "See attached document marked Annexure A for special terms of this Agreement".
2. Determine the dwelling's model of NRAS delivery and ****Circle the appropriate model here****:

NRAS Delivery Agreement Model / Head Lease Model
3. Ensure that ALL perspective Tenants (all individuals listed on GTA) have signed and initialled where indicated.

- DIRECTIONS TO TENANT -

If "**Delivery Agreement Model**" is circled above, Tenant(s) are to initial where indicated:

Special Terms – Delivery Agreement Model

1. **Condition of Occupation of premises** – This Agreement is offered subject to and conditional upon the NRAS Delivery Agreement. If the NRAS Delivery Agreement is terminated or comes to an end then this Agreement may be terminated by written notice to the Tenant (regardless of the term of this Agreement). For example, the NRAS Delivery Agreement may be terminated where the NRAS is discontinued, or where the Premises no longer has an NRAS Allocation. The minimum notice period for termination of this Agreement under this special term 1 shall be two (2) months after the notice is given. Each party will bear their own costs in relation to any termination occurring pursuant to this special term 1. This special term is for the respective benefit of the Lessor and National Affordable Housing Consortium Ltd ('NAHC').
2. **Affordable Housing Scheme** - The Tenant acknowledges that it occupies the Premises under the NRAS, which is an affordable housing scheme under the Act and that this Agreement is offered subject to and conditional upon the NRAS Delivery Agreement. The Tenant agrees that if the NRAS Delivery Agreement is terminated or comes to an end, then the Tenant will cease to be eligible under the scheme to receive assistance and to continue to occupy the Premises and this Agreement may be terminated by written notice to the Tenant (regardless of the term of this Agreement). For example, the NRAS Delivery Agreement may be terminated where the NRAS is discontinued, or where the Premises no longer has an NRAS Allocation. The minimum notice period for termination of this Agreement under this special term 2 shall be two (2) months after the notice is given. Each party will bear their own costs in relation to any termination occurring pursuant to this special term 2. This special term is for the respective benefit of the Lessor and NAHC.

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Initial

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Initial

- OR -

If "**Head Lease Model**" is circled above, Tenant(s) are to initial where indicated:

Special Terms – Head Lease Model

- 1A. **Condition of Occupation of premises** – This Agreement is offered subject to and conditional upon the Head Lease which is the agreement between the Owner of the property and National Affordable Housing Consortium Ltd ('NAHC'), which allows NAHC to occupy the premises as the Owner and offer the property to Eligible persons under the National Rental Affordability Scheme ('NRAS').

 The tenant, agrees, understands and acknowledges that this Agreement is only offered subject to the terms and conditions contained in the Head lease and in the event that the Head Lease is terminated then NAHC will be required to terminate this Residential Tenancy Agreement (regardless of the term of the Agreement) subject to the timelines required under the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)* (RTRAA).

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Initial

**The remaining terms below apply to ALL TENANTS.
All tenants are to initial and sign below where indicated:**

Special Terms under the National Rental Affordability Scheme (NRAS)

3. Acknowledgement of the National Rental Affordability Scheme — The Tenant acknowledges and understands that it is a fundamental condition of this Agreement that the Tenant comply and continue to comply with the requirements of an Eligible Tenant stated within the NRAS Requirements. The Tenant must not sublease or offer possession (whether exclusive or joint) of the Premises to any other person/s that have not been assessed by the Agent and the Queensland State Government as meeting the requirements of an Eligible Tenant under the NRAS Requirements. If this special term 3 is breached, this Agreement may be terminated by written notice to the Tenant (regardless of the term of this Agreement). The minimum period for termination of this Agreement under this term shall be two (2) months after the notice is given. Each party will bear their own costs in relation to any termination occurring pursuant to this term. This term is for the respective benefit of the Lessor and NAHC.

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Initial

4. Ongoing Tenant eligibility and annual income review

- i. The Tenant has reviewed the criteria for an Eligible Tenant as stated in the NRAS Requirements and is satisfied that they comply with the NRAS Requirements as far as they pertain to a tenant of an NRAS Approval Rental Dwelling.
- ii. The Tenant will at all times during the Term of this Agreement be and remain an Eligible Tenant. If this special term 4(ii) is breached in such a way as to lead to the potential unavailability, reduction, apportionment, withholding, offset or withdrawal of the NRAS Incentive payable to the Lessor, this Agreement may be terminated by written notice to the Tenant (regardless of the term of this Agreement). The minimum period for termination of this Agreement under this term shall be two (2) months after the notice is given. Each party will bear their own costs in relation to any termination occurring pursuant to this special term. This special term is for the respective benefit of the Lessor and NAHC.
- iii. The Tenant must inform the Agent immediately of any changes to their circumstances (including financial or household circumstances) that would cause the Tenant to no longer be an Eligible Tenant.
- iv. The Tenant will do all things necessary to comply with an annual income review required by NAHC or the Agent, which review is performed to assess the Tenant's ongoing eligibility under the NRAS Requirements. Pursuant to that review, the Tenant will provide all information required to assess the Tenant's eligibility under the NRAS Requirements (including sufficient evidence of their annual income) and answer any questions required in order to assess their eligibility under the NRAS Requirements. This special term 4 is a fundamental condition of this Agreement.
- v. The Tenant must use reasonable endeavours to assist in answering any queries from the Commonwealth Government or State Government or any authority concerning the Premises, the NRAS Requirements or this Agreement.
- vi. If the tenant's income exceeds the upper NRAS limit in 2 consecutive NRAS years (which run from 1 May to 30 April) then the Agent will be required to terminate the Tenancy Agreement by giving the tenant/s two (2) months notice to leave, in accordance with relevant legislation.

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Initial

5. Discounted Rent — The Tenant acknowledges that at the commencement of this Agreement the Tenant will pay a Discounted Rent in accordance with the requirements of the NRAS.

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Initial

6. Rental Review and Increase — The Tenant acknowledges that the Discounted Rent charged to the tenant may be increased in accordance with the NRAS Requirements. In most years, rent increases may not exceed the movement in the NRAS Market Index (the Rents component of the Housing Group of the CPI). However, the market value rent may be revised by an independent valuer at the end of the fourth and seventh years of the Premises' 10-year NRAS period. If the market value rent of the premises is revised at the end of years 4 and 7, the Discounted Rent charged to the tenant will be re-calculated based on the revised market rent and therefore may be increased. The Agent must provide two (2) months notice in writing of any rent increases. The Tenant may also request information regarding the Premises NRAS Year and when a new independent valuation is expected to be performed.

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Initial

7. Sale/Substitution and Removal of properties from NRAS — The Tenant/s agrees and understands that under the NRAS Requirements and the NRAS Delivery Agreement/Head Lease, the Owner can sell the property out of NRAS or terminate participation in NRAS after giving appropriate notice in writing to NAHC. Upon the giving of such notice, the Agent must issue a notice to the Tenant stating the date for termination of this Agreement. Where such notice is given to the Tenant, the date for termination of this Agreement is dependent on the model selected by the Owner and shall be:

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Initial

- i. For *NRAS Delivery Agreement model*: the latter of the date that is three (3) months from the date of receipt by NAHC of the notice from the Owner; and two (2) months

after the notice is given to the Tenant.

- ii. For *Head Lease Model*: a date determined according to the timelines required under the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld) (RTRAA)*.

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Initial

Other Special Terms

8. Encumbrance/s Registered on Title –

- i. The Tenant acknowledges that in some instances, an “Encumbrance” (including an easement, covenant, and/or vegetation notice) may be registered on the Title to the Premises. The Tenant understands that the Tenant must comply with the conditions, requirements and restrictions of any Encumbrance and must assist the Owner and all others to comply with same. If an Encumbrance is registered on Title the Tenant may request from NAHC or the Department of Natural Resources and Mines a copy of the Encumbrance and a plan showing the area of the Premises affected by the Encumbrance.
- ii. The Tenant releases and indemnifies NAHC and keeps NAHC released and indemnified (on a full indemnity basis), in respect of and against any Claim or Costs arising directly or indirectly from any circumstances, for which NAHC, its officers, agents or employees may be or become liable whether directly, or indirectly in contract, tort, by statute or otherwise, in respect of the Tenant’s compliance with any Encumbrance, and whether prior to or during or after the start date of the tenancy, caused or contributed by: (1) the Existence of the Encumbrance; (4) any breach of the terms and conditions of the Encumbrance by Tenant; (3) any breach of the Special Terms to the General Tenancy Agreement by Tenant.

9. Repairs and Maintenance of the Premises — The Tenant agrees and understands that NAHC is not required to perform any repairs (including structural repairs) and maintenance work on the Premises. Repairs and maintenance are the sole responsibility of the Owner through the Agent, or in certain circumstances, the Tenant.

10. Water Charges – The tenant/s agrees that under the terms of this lease, they are required to pay all water usage costs for the property. The property was constructed to be water wise compliant under council guidelines. The tenant/s is required to pay all water usage charges within 30 days of receiving an invoice for such charges.

11. Definitions

In this Agreement:

Eligible Tenant means a person who is an eligible tenant as defined under the NRAS Requirements.

Head Lease means, when indicated above, the contract constituting the NRAS Consortium between the Lessor and NAHC entered into between the Lessor and NAHC for the purpose of including the Premises in the NRAS.

NRAS means National Rental Affordability Scheme.

NRAS Delivery Agreement means, when indicated above, the contract constituting the NRAS Consortium between the Lessor and NAHC entered into between the Lessor and NAHC for the purpose of including the Premises in the NRAS.

NRAS Requirements means the *National Rental Affordability Scheme Act 2008 (Cth)* and all ancillary legislative instruments, regulations, guidelines, policies, ordinances, by-laws, orders, awards and proclamations of the Commonwealth made pursuant to such Act, including the *National Rental Affordability Scheme Regulations 2008 (Cth)* and any guidelines issued by the Secretary of the Department administering the NRAS from time to time pursuant to such Act and subsequent amendments to the foregoing as may be enacted from time to time and also in this Agreement includes:

- (a) the Income Tax Assessment Act 1997 (Cth); and
- (b) any Queensland State Government requirement or specification, including any funding or contractual requirement or specification imposed in respect of the Premises and requirement that the Tenant be registered on the Housing Register maintained and operated by the Queensland Department of Communities.

NAHC means National Affordable Housing Consortium Ltd (ACN 132 604 552).

12. Interpretation

In this Agreement:

- (a) References to any authority, association or other body includes any authority, association or other body that may in the opinion of NAHC, be or become established in lieu of or in succession to the same.
- (b) Unless the context otherwise expressly requires, where a term defined in the NRAS Requirements is used in this Agreement, the term shall bear the same meaning as defined in the NRAS Requirements.

- (c) References to any statute includes any enactment amending, consolidating or replacing the same and any relevant subordinate legislation or other requirement under the same, whether present or future.
- (d) References to any document or agreement including this Agreement and the NRAS Delivery Agreement includes a reference to that document or agreement as amended, innovated, supplemented, varied or replaced from time to time.
- (e) References to the whole includes any part.
- (f) References to "writing" or words of a similar effect includes any means of reproducing words in a visible form.
- (g) References to "month" means calendar month.
- (h) Words specifying a particular gender include any other gender; words specifying the singular number include the plural number and vice versa; and words specifying an individual include a corporation and vice versa.
- (i) The headings to clauses in this Agreement shall be ignored.

13. If any provision of this Agreement is, becomes or is declared by any judicial or other Authority to be invalid, void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality. If such amendment cannot be made it is to be severed so that the validity and enforceability of the remaining provisions are not affected. Subject to any lawful requirement to the contrary, any such amendment or severance shall require the consent of NAHC, which is to be given in NAHC's absolute discretion.

14. Any failure or refusal by a party to this Agreement, or by NAHC, to exercise any right or remedy whether before or after the expiration or earlier termination of this Agreement, shall not be an abandonment or waiver of such right or remedy and the same shall accrue retrospectively from the relevant due date for the same.

15. The covenants, conditions, provisions and warranties contained in this Agreement (which include, without limitation, special term 4) do not merge or terminate upon completion of the transactions contemplated in this Agreement but to the extent that they have not been fulfilled and satisfied or are capable of having effect, remain in full force and effect and any termination shall not affect either party's pre-existing rights and obligations.

.....
**Initial here
for terms 9 to
15**

Acknowledgements & Signatures

I/we have read and understood all the Special Terms listed above. We agree to accept and abide by these Special Terms on the.....day of (month) (year).

Tenant's Signature Print Name	Tenant's Signature Print Name
Tenant's Signature Print Name	Tenant's Signature Print Name