

APPLICANTS -

TENANTS

Gordon Craven - First Tenant

Janet Craven - Second Tenant

Angela Craven - Third Tenant (with 2 Children)

FIRST RESPONDENTS -

LESSORS (Property owners)

Saurav Kataria and Ashleigh Kataria

SECOND RESPONDENT -

LESSORS AGENT (Coronis Real Estate Agency)

S.N.A. GROUP PTY LTD ACN:113 271 766

1. At all material times, the Second Respondent has been the Real Estate Agency employed by the First Respondents to rent the property at 8 Musa Place Aroona 4551 (the Property).
- 1.1 The First and Second Respondents engage in the trade or commerce activity of renting the Property, and are required to comply with the :
  - Schedule 2 of the Competition and Consumer Act 2010 (Cth) known as Australian Consumer Law (ACL) as adopted by the Fair Trading Act QLD; and
  - Residential Tenancies and Rooming Accommodation Act 2008 (RTRA Act).
2. In May 2021, the Property was offered for lease, whereupon the tenants applied to inspect the Property. On inspection the tenants were impressed by the suitability of the Property along with the existence of 2 large rainwater tanks, and the fact that the tanks were plumbed into the toilets and washing machine outlet in the laundry.
3. Subsequent to the inspections being made, and as the application documents show :
  - (i) on 27 May 2021 the third tenant (Angela) made an application to lease the property for a term of 36 months; and
  - (ii) in joint application, on 3 June 2021 the first and second tenants (Gordon & Janet) made an application to lease the property for a term of 36 months.
4. The 36 month term offer was declined, however on 9 June 2021 the tenants entered a 12 month lease that was instead offered (the First Lease), assuming that there would be no problems renewing it for at least 36 months, or longer, subject to being good tenants.

PARTICULARS OF LEASE

- A. Commencing 22 June 2021.
- B. Ending 20 June 2022.
- C. Rent \$740.00 per week.
- D. Bond \$2960.00.
- E. Standard Terms and Special Terms as per the Lease Document.
- F. 2 x 10,000 litre rainwater tanks for 3 x toilets, washing machine & garden use.
- G. Oral representations made by Second Respondent during Property inspections.

5. Prior to the First Lease ending, on 17 March 2022 the Second Respondent offered the tenants a second lease for a 12 month period (the Second & Current Lease).

SEE DOCUMENT MARKED “**A**” IN EVIDENCE SCHEDULE

6. On 3 May 2022 the tenants entered the Second Lease (document “**A-1**” in the Evidence Schedule) with the Second Respondent acting as the agent for the First Respondents. This is the current lease ending on 19 June 2023.

PARTICULARS OF LEASE

- A. Commencing 21 June 2022.
  - B. Ending 19 June 2023.
  - C. Rent \$800.00 per week.
  - D. Bond \$3200.00.
  - E. Standard Terms and Special Terms as per the Lease Document, “**A-1**”.
  - F. 2 x 10,000 litre rainwater tanks for 3 x toilets, washing machine & garden use.
  - G. Representations made by Second Respondent during initial Property inspections.
- PLUS
- H. The \$60.00 per week increase in rent was agreed to on the basis of the tenants receiving 100 percent of the Solar Electricity Rebate (**A-1** page 18 marked **Solar**)

7. On 16 March 2023 the Second Respondent offered the tenants a third lease for a 12 month period (the Third Lease).

- 7.1 The Third Lease offer, was accompanied by wording previously not seen, and what the tenants considered to be an intimidating, dictatorial, threatening and take it or leave it correspondence from the Second Respondent on behalf of the First Respondents.

PARTICULARS OF INTIMIDATING WORDING

*“Please read your new tenancy agreement and ensure it is signed and returned within 7 days from the date of this offer, as a periodic lease is not an option. Failure to sign the new Tenancy Agreement within the time frame will result in a form 12 Notice to Leave being issued which will require you to vacate on the expiry of your current tenancy agreement.”*

SEE DOCUMENTS MARKED “**B**” IN EVIDENCE SCHEDULE

- 7.2 While the tenants had no objection to the \$10.00 increase in the weekly rental, they strongly objected to the intimidating wording AND new Special Condition, namely :

- “**Solar**”

This was seen to be unreasonable and considered to be a form of back door gouging, by the First Respondents taking control of the tenants electricity account so as to have the benefit of the Solar Rebate, while invoicing the tenants for the full amount.

## 8. The Solar Special Condition is exhibited :

## Solar

The tenants acknowledge that the electricity account must stay in the owners name. The owners will pay the account in full and the tenants will then be invoiced.

- The condition erroneously states that the electricity account “*must stay in the owners name*”, when in fact it always was and still is in the name of Janet Craven.
- The proposal was an open to all sorts of interpretation, where the First Respondents could invoice the tenants whatever they like, and could even charge an administration fee so as to gouge the tenants further.
- Essentially though, it is clear that their intention was to claw back the Solar Rebate belonging to the tenants, as agreed to in the current lease (the Second Lease).
- NOT ONLY was this objectionable, but such a gouging scheme would see the tenants lose their standard government electricity concession for pensioners, and also any further government concessions that may occur.

9. The tenants addressed their concerns regarding the Solar Special Condition by way of the complaint letter marked “**C**” in the evidence schedule being emailed to the Second Respondent on 20 March 2023, which also brought into focus issues of :

- the intimidating and dictatorial wording;
- a burst Rainwater Tank issue not being addressed by the Respondents; and
- a Motorbike Teardrop Camping Trailer owned by the First Respondents and stored by the tenants as a goodwill gesture; and
- alleged unconscionable conduct; and
- the tenants reserving their Legal Rights; and
- a reminder of the Vulnerable Circumstances<sup>1</sup> of the tenants;

and the Respondents were requested to take these matter into consideration by providing a further lease renewal offer.

9.1 Having not received any response, the tenants followed up with the Legal Notice marked “**D**” in the evidence schedule formally reserving Legal Rights, and giving notice that an application to the RTA and QCAT was proposed unless the Respondents provided acceptable resolutions to the issues within a reasonable time.

1. Paragraph 21 below.

10. In response to correspondence “**C**” and “**D**”, the Respondents ignored the concerns of the tenants and retaliated by repeating the intimidating wording as per 7.1 above, by way of on 27 March 2023 emailing document “**E**” in the evidence schedule, which introduced a second version of the Third Lease, which contained additional Special Conditions namely :
- “**Solar**” (same as before)
  - + “**Water Tank**” + “**Camping Trailer**”

#### **Water tank**

One water tank included in tenancy for use as required; can be utilised to water lawns and/or gardens.

#### **Camping Trailer**

The owners/lessors have their camping trailer stored at the property throughout the tenancy; and not to used or moved by the tenants without prior written consent from the lessor/agent.

11. The tenants again rejected that second version of the Third Lease, because as said previously, while the tenants had no objection to the \$10.00 increase in the weekly rental, they strongly objected to the new Special Conditions, which now sought to evade the Water Tank and Camping Trailer issues raised by the tenants by contracting the issues away via the Third Lease, and offered by the same intimating and dictatorial way.
- 11.1 The tenants conveyed their rejection by way of correspondence dated 31 March 2023, a copy of which, is marked “**F**” in the evidence schedule which contained a more comprehensive response to the **Solar, Rain Water Tank and Camping Motorbike Trailer** issues :
- (i) and an account of how the tenants had to put up with losing quiet enjoyment and reasonable peace, comfort and privacy during the delivery of the motorbike teardrop camping trailer, by the First Respondent Saurav Kataria and his mates; and
  - (ii) the tenants would not submit to the Respondent’s **demands**, while being put under **duress**, however the tenants did seek to negotiate a resolution to the issues <sup>2</sup>.
12. The end result of evidence marked **B, C, D, E & F** in the evidence schedule, was that on 4 April 2023 the Respondents withdrew their offer of a 12 month lease by way of offering a **6 MONTH LEASE** instead with the “**Solar**” condition removed, and again with the same intimidating and dictatorial wording as per 7.1 above.

SEE DOCUMENT MARKED “**G**” IN EVIDENCE SCHEDULE

2. second last paragraph of evidence document “**F**”

12.1 On 11 April 2023 by emailed letter, the tenants reminded the Respondents of their special needs as to housing that required stability as per 21 below, and requested the Respondents to provide reasons for reduction of a 12 month term to a 6 month term.

SEE DOCUMENT MARKED “**H**” IN EVIDENCE SCHEDULE

12.2 The tenants received an email dated 21 April 2023 from the Second Respondent stating :  
**“The owners are not required to provide you with a reason for their lease renewal offer.”**

SEE DOCUMENT MARKED “**I**” IN EVIDENCE SCHEDULE

13. Although the “**Solar**” condition was removed, a 6 month term was unacceptable because :

- it was seen as retaliation to the tenants exercising their legal rights;
- it was seen as retaliation for not adopting the “**Solar**” Special Condition;
- other than delivering the 6 month offer, the Respondents refused to negotiate;
- the tenants objected to being **bullied** and put under **duress** to abandon the Rainwater Tank and Camping Trailer issues by the threat of the intimidating wording;
- 6 months did not provide the usual 12 month stability;
- the 6 months term expired 7 days before Christmas 2023;
- it was seen as an intention to again gouge in 6 months time before Christmas;
- the Respondents provided zero legitimate reason for withdrawing the 12 month lease, other than what the tenants believe to be retaliation and/or malice;
- the Respondents refused to provide reasons for reducing 12 months to 6 months;
- the Respondents could have, but refused to, consider a Periodic Tenancy until issues were resolved;
- the tenants believed they were being treating with disrespect and contempt;

and in all the circumstances, the behaviour is alleged to be unconscionable.

14. On 24 April 2023, the Second Respondent signed and served a Form 12 Notice to Leave on the tenants.

SEE DOCUMENT MARKED “**J**” IN EVIDENCE SCHEDULE

PARAGRAPHS 1 to 14 ABOVE and 16 to 24 BELOW  
ARE TO UNDERGO RTA CONCILIATION PRIOR TO  
A QCAT APPLICATION (the SUBSTANTIVE MATTER)

*meanwhile...*

THE URGENT APPLICATION IN PARAGRAPHS 15 to 15.7 FOLLOWS :



16. **SECTION 291 RTRA Act**

As per paragraph 15 above, the Respondents had offered a 12 month tenancy agreement twice, which evidences the availability of the Property until June 2024.

16.1 As per 14 and 15.6 above, the Form 12 Notice to Leave “**J**” was served on the tenants.

SECTION 291(2)

16.2 The Form 12 was served pursuant to section **291(1)** of the RTRA Act while the provisions of section **291(2)** prohibits this to happen in the circumstances of paragraph 15.1 above, which have now materialised into this pleading document.

SECTION 291(3)

16.3 While there is evidence of the Property being available until June 2024, and the fact of the Applicants being excellent tenants, the Respondents have chosen retaliation in contravention of section **291(3)** of the RTRA Act, against the tenants by serving the Form 12, simply because the tenants choose to stand up for their rights against intimidating, unreasonable and unconscionable behaviour.

16.4 The Respondents had no legitimate reason to serve a Form 12 Notice to Leave, which is evidenced by a refusal to negotiate or provide reasons for reduction in the tenancy term.

17. Given the circumstances, thoughts of having to relocate our Family Home in a Rental Crisis **ARE HORRENDOUS**, and the Applicants should not be treated as pawns in any uncaring and unjustified activity devised by the Respondents to bully and lie<sup>3</sup> to the tenants.

**UNCONSCIONABLE CONDUCT - ACL**

18. By reason of the facts and circumstances set out above, it is alleged that the Respondents have engaged in Unconscionable Conduct in contravention of section 21 of the ACL.

19. Without limiting the matters to which the Tribunal may have regard, the Applicants submit that the Tribunal should give regard to the following paragraphs of section **22(1)** of ACL.

(a) *the relative strengths of the bargaining positions of the supplier and the customer...*



**X** The power imbalance is obvious, especially in the current rental crisis and the vulnerability of the tenants as per 21 & 21.2 below in their struggle to have a secure Family Home, and the Respondents making it worse by refusing to negotiate and **dictating** to the tenants.

---

3. Paragraphs 23 to 23.4 below.

(b) *whether, as a result of conduct engaged in by the supplier, the customer was required to comply with conditions that were not reasonably necessary for the protection of the legitimate interests of the supplier...*



- X The Respondents have provided zero legitimate reasons for protection of their interests :
- in reducing the 12 months tenancy offer to 6 months whilst refusing to provide reasons; and
  - to issue the Form 12 Notice to Leave without negotiation.

(d) *whether any undue influence or pressure was exerted on, or any unfair tactics were used against, the customer or a person acting on behalf of the customer by the supplier or a person acting on behalf of the supplier in relation to the supply or possible supply of the goods or services...*



- X
- the intimidating wording, duress and dictatorial behaviour as set out herein;
  - evading the Water Tank and Camping Trailer issues by contracting the issues away;
  - demeanour of Saurav Kataria First Respondent initially revealed by item 3 of evidence document “F”, has continued throughout this saga;

(f) *the extent to which the supplier’s conduct towards the customer was consistent with the supplier’s conduct in similar transactions between the supplier and other like customers...*



- X Inconsistency between the First Lease offer “A” and the Second Lease offer “B” regarding intimidation.

(i) *the extent to which the supplier unreasonably failed to disclose to the customer:*  
 (i) *any intended conduct of the supplier that might affect the interests of the customer...*



- X An apparent intention to have the tenants sign up for the initial lease, and then gouge the tenants inline with the current disgraceful activities by lessors in the current rental market.

(i) (ii) *any risks to the customer arising from the supplier's intended conduct (being risks that the supplier should have foreseen would not be apparent to the customer)...*



- X The matters at 17 above should have been foreseen given the tenants vulnerability as set out herein, however the Respondents have a couldn’t care less attitude about that.

(j) (i) *the extent to which the supplier was willing to negotiate the terms and conditions of the contract with the customer...*



- X The Respondents effectively refused negotiation and outright refused to provide reasons.



(j) (iii) *the conduct of the supplier and the customer in complying with the terms and conditions of the contract...*



X First Respondents refused to rectify the burst Water Tank repair or replacement and Camping Trailer issues within the period of the current lease, and sought to contract the issues away without negotiation via the Third Lease containing the terms illustrated at paragraph 10 above.

(l) *the extent to which the supplier and the customer acted in good faith...*



X By way of all the intimidating, bullying, incompetent, disrespectful<sup>4</sup> and dictatorial behaviour towards the tenants as set out herein, the Respondents have acted in bad faith.

#### **ABOUT THE TENANTS / APPLICANTS**

20. Had we the tenants known that this was to be the behaviour of the Respondents at the time of entering the First Lease (paragraph 4 above), we would not have done so.

21. In June 2021, subsequent to making the Second Respondent aware that the tenants were seeking a long term Family Home (initial 36 months application @ paragraph 3) along with Vulnerable Circumstances, the Respondents offered a 12 month lease of the Property.

#### **PARTICULARS OF VULNERABLE CIRCUMSTANCES**

- A. The First & Second tenants in their seventies, are reliant on the Age Pension;
- B. The First Tenant has Prostate Cancer along with other ailments;
- C. The Third Tenant daughter of the First & Second tenants, is an unemployed sole parent with 2 Dependent Children and reliant on her government pension;
- D. Both Dependent Children, have diagnosed Autism and Intellectual Disabilities;
- E. Both the Dependent Children attend the Special School in Currimundi;
- F. Being on the Autism Spectrum requires stability in all factors of life, which includes a stable Family Home and Schooling;
- G. Having to change Schooling is not an option, which limits the tenants to residing within the Catchment Area of the current Special School in Currimundi;
- H. The tenants are extremely reluctant to moving home, because it is not only very expensive to do so, it is time-consuming, emotionally taxing, extremely difficult, stressful and mentally depressing;
- I. Finding a suitable alternate home within the School Catchment and within a two week period before the end of the current lease, so as to minimise paying a very expensive double rent which cannot be afforded, would appear likely impossible.

---

4. Initially becoming apparent by the behaviour at item 3 in page 3 of evidence document "F" morphing into the further behaviour as set out herein.

- 21.1 The Rent Ledger shows the rent payments and other service payments have always been paid on time and Property inspections have always been satisfactory.
- 21.2 As per *Australian Productivity Commission | Research Paper | Vulnerable Private Renters*<sup>5</sup>, the Applicants can be classified as Vulnerable Private Renters, because of :
- having low income;
  - tenant Angela being a sole parent;
  - being unemployed (albeit tenant Gordon struggling to become self employed);
  - there being multiple disabilities (as per particulars at 21 above) together with Tenant Gordon having prostate cancer amongst other ailments;
  - all tenants reliant on government payments (Gordon & Janet being age pensioners).

### **FURTHER VULNERABILITY OF THE TENANTS**

22. The distress of having to exercise our rights will be on the record with the Second Respondent, and any future agency will be able to access the agitation caused, just by telephoning the Second Respondent for a reference.
- 22.1 This effectively creates an unofficial rental blacklist through no fault of the tenants, and a situation that would be virtually impossible to reverse. If we the tenants have to find a new Family Home because of the behaviour of the Respondents, the frightening thought of having to live in ones car or in a tent, is quite a scary one.

### **THE ATTITUDE & COMPETENCE OF THE SECOND RESPONDENT**

23. An impediment to achieving a resolution to this saga appears to be incompetence or otherwise a culture of telling lies. An example of that is when a Property Manager Team Leader for the Second Respondent realised that Coronis was to be joined in litigation with the First Respondents, the Second Respondent's Property Manager responded by email :  
***"we are required to follow the owners instructions inline with our legislation"***.
- 23.1 When requested to identify the legislation and the part or section being referred to, the Property Manager was unable to do so, and embarked on what appeared to be a bluffing technique, so as to confuse an uninformed tenant by saying that the legislation was the RTRA Act and its Regulations, which of course have no such requirement.
- 23.2 As a tenant who is not uninformed, and as the author of this document, I am disgusted that a so called Property Manager would feed a tenant such irresponsible garbage. One wonders what garbage may have been fed to the First Respondents, which may have caused the current situation to be heading off to QCAT.

---

5. <https://www.pc.gov.au/research/completed/renters/private-renters.pdf> @ Page 42

23.3 Not only is this behaviour offensive to the tenants, it is arguably in contravention of the Misleading or Deceptive provisions (section 18) of the ACL as adopted by the Fair Trading Act (QLD).

23.4 FURTHER, the amount of times that the Property Manager provided incorrect identification details for the Second Respondent when requested to do so, is astounding. An example of this is the identification in document “J” i.e. “1.SNA Pty Ltd. Trading as Coronis Group” which cannot be found in any ASIC search for companies and registered businesses.

24. **RELIEF** Pursuant to :

- 246A of the RTRA Act in relation to paragraphs 15 to 15.7 (the urgent matter); AND in the remaining substantive paragraphs 1 to 14 and 16 to 23.4;
- sections 21, 22(1), 243 of the ACL as adopted by the Fair Trading Act (QLD); and
- sections 60, 169, 291, 426, 429 of the RTRA Act;

**the Applicants seek the following orders :**

- (i) the Form 12 Notice to Leave be set aside; OR
  - (a) set aside until the substantive matter is conciliated and dealt with; OR
  - (b) set aside until the outcome of any Appeal that may be made;
- (ii) Declaration the First & Second Respondents engaged in Unconscionable Conduct;
- (iii) Declaration the First Respondent has breached the current Tenancy Agreement by refusing to repair or replace a burst Rain Water Tank;
- (iv) Declaration/s that the First & Second Respondents have contravened sections 246A and/or 292(2) and/or 292(3) of the RTRA Act;
- (v) the Respondents to provide a 12 month lease to the Applicants upon the same terms as the current lease, with a \$10.00 per week increase in rent;
- (vi) the Respondents to provide a further 12 month option to that lease;
- (vii) the Electricity Account to remain in the name of Janet Craven;
- (viii) the First Respondents remove the Motorbike Teardrop Trailer / Camper trailer from the Property unless there is compensation to the tenants for its future storage;
- (ix) the burst Rainwater Tank to be repaired or replaced, otherwise the tenants be compensated for a partial loss of rainwater facility;
- (x) protecting the Applicants from being unfairly listed on any tenancy database or any unfair gossip or defamatory allegations by the Second respondent.

ALTERNATIVELY to (v) and (vi)

- (xi) An order that the Applicants be provided a periodic tenancy at the Property upon the same terms as the current lease until they are able to find something suitable, and if something suitable is found the Respondents pay for the tenant's removal expenses and expenses incurred for a 2 week rent overlap period.

**25. DUTY OF CARE**

The First and Second Respondents owe the Applicants a Duty of Care, and there is substantial Authority along with High Court Authority, of this being the case.

25.1 Given the vulnerable circumstances at paragraphs 21 to 21.2 above, it is foreseeable in the current rental situation across Australia, that the Applicants could experience substantial difficulty should they have to find suitable and affordable alternative accomodation.

25.2 The said Duty of Care extends to ensuring that any termination of the tenancy at the hand of the Respondents, is made with due care so as to ensure that the Applicants are able to find suitable and affordable accomodation when departing from the Property.

**25.3 FURTHER or ALTERNATE RELIEF**

The Tribunal is requested to make a Declaration that the First and Second Respondents owe the Applicants a Duty of Care in the event of being required to relocate to a new home.

SIGNED:  Gordon Craven - First Tenant

DATE: 16 May 2023      DATE: of Amendment: 28 May 2023

FOR SERVICE TO :

- FIRST RESPONDENTS :  
Saurav Kataria and Ashleigh Kataria  
(Google & Citec searches because Property Manager refused to provide details)  
~~Unit 3/21 Grace Street NUNDAH QLD 4021~~      AMENDED  
**Unit 3/12 Grace Street NUNDAH QLD 4012**  
saurav.kataria@airservicesaustralia.com

- SECOND RESPONDENT :  
(as finally being provided by Property Manager)  
S.N.A. GROUP PTY LTD      ACN:113 271 766  
(Per ASIC search @ \$9.00 on 15 May 2023)  
**'Central Plaza 1' Level 38, 345 Queen Street,**  
**BRISBANE CITY QLD 4000**  
eliza.black@coronis.com.au    wecare@coronis.com.au    info@coronis.com.au

PLEASE READ TOGETHER WITH  
THE EVIDENCE SCHEDULE BELOW

# EVIDENCE SCHEDULE

**From:** Eliza Black sunshinecoast.pm1@coronis.com.au 🇺🇸  
**Subject:** Lease for 8 Musa Place, Aroona  
**Date:** 17 March 2022 at 1:09 pm  
**To:** gordon@gmail.com.au

“A”

EB

Dear Gordon,

LEASE RENEWAL OFFER FOR 8 Musa Place, Aroona.

As you may already be aware, your Residential Tenancy Agreement expires on 20 June 2022

I am pleased to advise the Lessor is offering to renew the lease agreement for your current residence.

At Coronis we are committed to ensuring that renting through us is as easy as possible. You can view, sign and submit your lease agreement online and through the OurTenant app available on any smart device.

Your new lease has the following terms:

Current Rent : \$740.00 per week.

**New Rent:** \$800.00 per week

**New Term:** 12 Month Fixed Term Rental Agreement (Start: 21/06/2022 to End: 19/06/2023)

**Special Conditions:**

Outside Dog

Please use the buttons below to tell me what you would like to do.

Review and Sign  
Lease

Request Change

Do Not Renew

The lease document is also available in the OurTenant app for Apple or Android.

Please review all details of the lease for any changes.

Any rent increase will also take effect on the 21/06/2022 even if you do not sign and submit the lease.

Kind regards

**Eliza Black**

Property Management Team Leader

Coronis

[0754448888](tel:0754448888)

532 Lutwyche Road, Lutwyche, QLD, 4030

Download Attachments

**LEASE-DOCUMENT**

**BOND**

**Please do not reply to this email as this account is not monitored.**  
Please use the buttons and links within the email to tell me what you would like to do.

**General tenancy agreement (Form 18a)**

For Residential Tenancy Authority  
advice or information go to  
[www.rta.qld.gov.au](http://www.rta.qld.gov.au)

Residential Tenancies and Rooming Accommodation Act 2008

**1.1 Lessor**

Name/trading name	<b>Saurav Kataria, Ashleigh Kataria</b>
-------------------	-----------------------------------------

## Address

<b>C/- 532 Lutwyche Road, Lutwyche QLD</b>	<b>4030</b>
--------------------------------------------	-------------

1.2 Phone	Mobile	Email
<b>0754911400</b>	<b>0754911400</b>	<b>eliza.black@coronis.com.au</b>

**2.1 Tenant/s**

Tenant 1	Full name/s <b>Angela Craven</b>	
Phone	Mobile <b>0487892695</b>	Email <b>angielou@y7mail.com;</b>

Tenant 2	Full name/s <b>Janet Craven</b>	
Phone	Mobile <b>0478598861</b>	Email <b>janet@getmail.com.au;</b>

Tenant 3	Full name/s <b>Gordon Craven</b>	
Phone	Mobile <b>0478598861</b>	Email <b>gordon@getmail.com.au;</b>

**2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list****3.1 Agent** If applicable. See clause 43

Full name/trading name	<b>Coronis QLD Head Office</b>
------------------------	--------------------------------

## Address

<b>532 Lutwyche Road</b>	
<b>Lutwyche QLD</b>	<b>4030</b>

3.2 Phone	Mobile	Email
<b>0731055777</b>	<b>0754911400</b>	<b>eliza.black@coronis.com.au</b>

**Notices may be given to****4.1 Lessor**

eliza.black@coronis.com.au

**4.2 Tenant/s**

angielou@y7mail.com; janet@getmail.com.au; gordon@getmail.com.au;

**4.3 Agent**

eliza.black@coronis.com.au

**5.1 Address of the rental premises**

<b>8 Musa Place</b>	
<b>Aroona QLD</b>	<b>4551</b>

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

<b>PLEASE REFER TO THE ENTRY CONDITION REPORT</b>
---------------------------------------------------

**6.1 The term of the agreement is** Fixed term agreement

**6.2 Starting on**  **6.3 Ending on**

Fixed term agreements only.

For continuation of tenancy agreement, see clause 6

### General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

7 Rent  per week See clause 8(1)

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

9 Method of rent payment

a. as follows:  
Direct debit, Rental Rewards, EZI Payment Solutions, bank cheque, money order - NO CASH ACCEPTED

10 Place of rent payment

11 Rental bond amount  See clause 13

12.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity  
Gas  
Phone  
Other services including, but not limited to, Internet, Foxtel/Cable TV are to be paid by the tenant as the account holder, direct to the supplier.

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

Yes (Usage Only)

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	Gas	Phone
<input type="text" value="100%"/>	<input type="text" value="100%"/>	<input type="text" value="100%"/>

Any other service stated in item 12.1 See special terms (page 8)

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)

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

16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22

17.1 Pets approved See clause 24(1)

17.2 The types and number of pets that may be kept See clause 24(2)

Type  Number

**General tenancy agreement (Form 18a)***Residential Tenancies and Rooming Accommodation Act 2008***18 Nominated repairers** Insert name and telephone number for each. See clause 31

Electrical Repairs	<b>Excite Electrics</b>	Phone	<b>07 5443 4528</b>
Plumbing Repairs	<b>Skipper Plumbing</b>	Phone	<b>07 5351 1003</b>
Other	<b>Coronis</b>	Phone	<b>075444 8888</b>

**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**



**General tenancy agreement (Form 18a)**Residential Tenancies and Rooming Accommodation Act 2008

---

(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

**General tenancy agreement (Form 18a)***Residential Tenancies and Rooming Accommodation Act 2008*

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.

*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 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

**General tenancy agreement (Form 18a)**Residential Tenancies and Rooming Accommodation Act 2008

---

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**

---

**General tenancy agreement (Form 18a)***Residential Tenancies and Rooming Accommodation Act 2008*

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.

**General tenancy agreement (Form 18a)**

Residential Tenancies and Rooming Accommodation Act 2008

*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* -

- i. that the tenant may remove the fixture
- ii. that the tenant must repair damage caused when removing the fixture
- iii. 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;

**General tenancy agreement (Form 18a)**Residential Tenancies and Rooming Accommodation Act 2008

---

- (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

**General tenancy agreement (Form 18a)**Residential Tenancies and Rooming Accommodation Act 2008

---

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 -*

- i. wear that happens during normal use
- ii. 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**

---

**General tenancy agreement (Form 18a)**Residential Tenancies and Rooming Accommodation Act 2008

---

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

**44 Notices**

---

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

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

**Outside Dog**

---

The owner has approved one (1) dog may stay with the tenant at the abovementioned property on the basis that: The dog must remain outside at all times. Any and all damage to the garden or property is made good at the tenant's time and expense (including gnawing, scratching painted surfaces.) Any and all damage not made good during a time period stipulated by the agents will be attended to professionally and the costs recouped from the tenants bond. As a precaution, the tenant agrees to have the property fumigated for pests (inside and out) on a six (6) monthly basis and at the end of the tenancy and to also provide the agent with copy of receipts This agreement applies only to the present dog and not to any other pets that any of the tenants may subsequently acquire. The Agent, representative of the owner, will check these items at the routine inspections and this agreement will be reviewed if there are any problems evident at this time. No structural arrangements affecting the integrity of the house, to keep the dog in the backyard are to be carried out without prior agreement of the agent/owner.

**Addendum - Special Terms**

---

**These terms are in addition to the Standard Terms and only form part of this Agreement provided they do not conflict with the Act or the Standard Terms and the parties have agreed to the Special Terms.**

**1 Condition of Premises**

---



**General tenancy agreement (Form 18a)***Residential Tenancies and Rooming Accommodation Act 2008*

The lessor shall ensure, as part of its obligations under Clause 25 of the Standard Terms, the premises are in a reasonable state of repair and are free from vermin at the commencement of the Tenancy.

---

**2 Care of Premises**

---

The Tenant agrees:

- (a) Not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the Lessor.
- (b) To place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place.
- (c) Not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or to do anything that might damage or block the plumbing drainage or sewerage system servicing the premises.
- (d) Not to affix any television antenna to the premises.
- (e) Not to hang washing, or other articles anywhere but in areas provided or designated for this purpose.
- (f) To maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the premises.
- (g) Not to construct and/or use a portable wading pool, spa or such other regulated pool/s that:
  - (1) is capable of being filled with water to a depth of more than 300mm; or
  - (2) has a volume of more than 2000L; or
  - (3) has a filtration system.

Such pools as described above are considered regulated pools under the *Building Act 1975* and require compliant pool fencing and/or pool barriers.

- (h) To only operate any machinery, plant or equipment on the premises in accordance with the lessor's or manufacturer's instructions.
- (i) Not to maliciously or negligently damage the premises or any part of the premises.
- (j) Not to alter or remove any fixture or inclusion of the premises or add any lock or security device without the lessor's agreement, and in such case to provide the lessor / lessor's agent with a copy of the key or access codes.
- (k) To, in respect to smoke alarms in the premises:
  - (1) test each smoke alarm at least once every 12 months of the tenancy by:
    - (a) pressing a button or other device on the smoke alarm to indicate whether the alarm is capable of detecting smoke; or
    - (b) testing the alarm in the way stated in the Information Statement.
  - (2) replace, in accordance with the Information Statement, each battery that is spent or that the Tenant is aware is almost spent.
  - (3) advise the lessor / lessor's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail
  - (4) clean each smoke alarm as stated in the information statement at least once every 12 months of the tenancy
  - (5) not remove or do anything that would reduce the effectiveness of a smoke alarm
- (l) To replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- (m) To keep the premises free of rodents, cockroaches and other vermin and to notify the lessor promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- (n) To replace any light bulbs and fluro tubes that have blown during the term of the tenancy.
- (o) To at all times during the term of the tenancy, comply with the terms of this General Tenancy Agreement including Addendum - Special Terms.
- (p) Where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

---

**3 Pets**

---

**General tenancy agreement (Form 18a)***Residential Tenancies and Rooming Accommodation Act 2008*

---

The Tenant agrees:

- (1) The tenant may not keep pets on the premises other than:
  - (a) In accordance with Item 17 of Part 1, Clause 24 of the Standard Terms and this Clause 3; or
  - (b) Subsequent to the entering into this agreement where written permission is given by the lessor, such permission being subject to the terms of this agreement.
- (2) The tenant agrees at all times to:
  - (a) Keep the pets under control, particularly in respect of noise.
  - (b) Maintain the cleanliness and health of the pets including appropriate vaccination.
  - (c) Keep all areas, where the pet/s are allowed, clean and parasite free.
  - (d) Abide by any body corporate by-laws and laws, by-laws and regulations of any competent authority or local council in relation to pets.
  - (e) Keep any cats indoors at night.
  - (f) Where the premises are part of a body corporate, restrain pets when in any common areas of the property by way of a leash or similar restraint device.
  - (g) Regularly remove pet droppings in an appropriate manner.
  - (h) Dispose of any deceased pets' bodies in an appropriate manner and in accordance with all local government by-laws or guidelines where applicable.
- (3) The tenant warrants that it has inspected the fences at the start of the tenancy and found them to be adequate to enclose the pet/s.
- (4) If during the tenancy the fences are found to be inadequate to enclose the pets:
  - (a) The tenant must promptly remove the pet/s from the premises until the fence is repaired; and
  - (b) Report the inadequacy or damage to the lessor/lessor's agent.
- (5) If the tenant breaches any of the conditions of this Clause 3 and such breach is not rectified within 14 days of the tenant being given a notice to rectify, the tenant will be required to remove the pet/s from the premises.
- (6) Any further instruction from the lessor in relation to Pets will be included in Part 3 Special terms.

#### **4 During Occupancy**

---

The Tenant agrees:

- (1) The tenant agrees that only the persons nominated in Addendum - Additional Items - Item (B) or as specified on the Application for Tenancy, and their children up to the maximum number of persons authorised under this agreement, are to reside on the premises. Approval must be sought from the lessor / lessor's agent for any other persons to reside on the premises during the tenancy.
- (2) The tenant is aware that the lessor / lessor's agent may maintain possession of a set of keys to the premises.
- (3) The tenant may not grant other person's a licence to occupy or use the whole or part of the premises for the tenant's commercial gain, whether by written or verbal agreement with the other person/s, without the lessor's consent having been first obtained. The lessor must act reasonably.

#### **5 End of Occupancy**

---

The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) On the last day of the tenancy have all carpets cleaned to a professional standard similar to the standard as provided by the lessor/lessor's agent at the start of the tenancy.
- (c) Fair wear and tear accepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the Tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the lessor.
- (e) Leave the premises (including the grounds) in a neat and tidy condition
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence of compliance with the requirements of Addendum - Special Terms - Clause 5

**General tenancy agreement (Form 18a)***Residential Tenancies and Rooming Accommodation Act 2008*

---

(b), (c) and (f) to the lessor / lessor's agent on or before vacating.

(h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

**6 Breach of Tenancy**

---

Note: Section 429 of the Act states: If there is a dispute between the lessor and tenant about (this) Agreement, either party may apply to the tribunal for an order and the tribunal may make any order it considers appropriate, to resolve the dispute.

(1) The lessor having, where appropriate, taken reasonable steps to mitigate its losses, may claim from the tenant any reasonable costs or expenses incurred by the lessor arising from or as a result of:

(a) the acts or omissions of the tenant, its guest or invitees other than invitees permitted to enter the Premises for the purpose of carrying out works as authorised by the lessor or lessor's agent in accordance with this agreement.

(b) the tenant's failure to comply with the tenant's obligations under the Act or this agreement.

(2) If at the end of the tenancy the tenant is in breach of any of its obligations under this tenancy agreement the lessor may rectify such breach and claim the cost of such rectification from the rental bond or the tenant, subject to the provisions of the Act.

(3) Should the agreement be terminated by the tenant or by a tenant's breach of the agreement before the ending date of this Agreement:

(a) the tenant agrees to pay reasonable costs (re-letting and advertising costs) in accordance with Clause 7 of the Standard Terms of this agreement and continue to fulfill their obligations under this agreement until another General Tenancy Agreement is entered into by the lessor / lessor's agent for the Premises or until the tenant's General Tenancy Agreement expires, whichever is sooner.

(b) the tenant may be liable to pay any loss of rent incurred by the lessor in re-letting the Premises where the lessor/ lessor's agent has taken reasonable steps to reduce or minimize rental losses.

**7 Insurance/Indemnity**

---

(1) 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.

(2) The tenant shall be responsible for insuring the tenants own property.

**8 Liability Statement**

---

Except in the case where the lessor and/or the lessor's agent have been negligent or fail to comply with obligations under the Act, neither the lessor or the lessor's agent (acting with the lessor's authority) will 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 and/or the lessor's agent 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. Note: The provisions of Section 429 allow either party to apply to the Tribunal in case of a dispute.

**9 Interpretation**

---

For the purposes of this agreement Premises, where mentioned shall mean the premises, fixtures and inclusions, if any.

**10 Notice of Rent Increases**

---

In the case of a fixed term agreement the tenant agrees, if a rent increase is stated in Addendum - Additional Items - Item (C):

(a) subject to Clause 10 of the Standard Terms, the rental may be increased before the term ends and such increase shall be as set out in Addendum - Additional Items - Item (C).

(b) Notice must be given by the lessor / lessor's agent not less than two months prior to the rent increase

**General tenancy agreement (Form 18a)***Residential Tenancies and Rooming Accommodation Act 2008*

---

commencement date advising of a rental increase and the date of such increase.

Note: In case of a disagreement, the provisions of Clause 11 of the Standard Terms may be applicable.

**11 Provision of Documents**

---

The parties agree to the delivery and service of documents or other communication via electronic means including SMS text messaging, emailing or other forms of electronic communication where such information has been provided by a party in this Agreement.

**12 Inspections**

---

(1) The tenant will permit the lessor / lessor's agent, on entering the Premises in accordance with Clause 20 (routine inspections) of the Standard Terms, to photographically record the condition of the Premises. The photos will be used to compare with photos taken in preparation of the Entry Condition Report provided to the tenant at the start of the Tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the lessor / lessor's agent require photos of the Premise for any purpose other than as outlined above the lessor / lessor's agent must obtain the tenant's written authorisation.

(2) Reasonable care will be taken to avoid such photographic records including details of the tenant's personal property and effects.

**13 Privacy Statement**

---

(1) The lessor's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.

(2) The Privacy Policy outlines how the lessor's agent collects and uses personal information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.

(3) You as the tenant agree the lessor's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:

(a) the lessor of the Premises to which this Tenancy Agreement applies; and/or

(b) (subject to the provisions of Chapter 9 of the Act) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the lease and if applicable listing tenancy agreement breaches; and/or

(c) tradespeople and similar contractors engaged by the lessor / lessor's agent in order to facilitate the carrying out of works with respect to the Premises; and/or

(d) the lessor's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the lessor's agent relating to the administration of the Premises and use of the lessor's agent's services; and/or

(e) Body Corporates

(4) Without provision of certain information the lessor's agent may not be able to act effectively or at all in the administration of this Agreement.

(5) The tenant has the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

(6) The lessor's agent will provide (where applicable), on request, a copy of its Privacy Policy.

**14 Telephone**

---

Subscription to telephone and internet services will be the responsibility of, and at the cost to, the Tenant.

**15 Special Terms**

---

The parties confirm that no legal advice as to the Standard Terms or Special Terms was provided by the lessor's agent. Any Special Terms or Clauses were inserted at the specific request of a relevant party to this Agreement. No warranty is given by the lessor's agent and legal advice should be sought.

**Addendum A**

---

**General tenancy agreement (Form 18a)***Residential Tenancies and Rooming Accommodation Act 2008*

---

**Change of Details**

---

The Tenant will keep the Agent updated with any change of personal details previously provided to the Agent including mobile numbers and email addresses.

**Blinds and Curtains Cords**

---

The Tenant confirms where curtains and blinds in the premises are fitted with tie downs and tension devices it is the Tenant's responsibility to ensure curtain or blind cords are always kept secured. Where in compliance with consumer legislation a label is attached to a cord or chain warning of potential danger of unsecured cord or chains (Swing Tag) the tenant must ensure the Swing Tag is not removed and notify the agent if it is removed.

**Air Conditioning Filters and Exhaust Fans**

---

The Tenant/s agree to clean the air conditioner filters, ceiling fans and exhaust fans every 6 months and upon vacating the Premises.

**Agent's Entry**

---

The Agent, having complied with the requirements of the Act, may enter the Premises to:

- (1) carry out quarterly inspections of the Premises by a representative of the Agent
  - (2) check that any breaches of the tenancy have been rectified
  - (3) through itself or its authorised tradespeople, enter the Premises to carry out maintenance and repairs
- And if the Tenant/s are not present, the Agent is authorised to enter the Premises using its own keys.

**Break In**

---

The Tenant will, in the case of a break in, immediately contact the police and then promptly advise the Lessor/Agent.

**Care of Premises**

---

In accordance with Addendum - Special Terms Clause 2(a), BluTack and other similar products are not to be used on any interior or exterior surface of the Premises without prior written approval from the Lessor.

**Carpets**

---

For a tenancy of 12 months or more, notwithstanding the provisions of Addendum - Special Terms Clause 5(b), carpets are to be cleaned from time to time as reasonably instructed by the Lessor/Agent. All marks and stains should be removed promptly.

**Gas Bottle**

---

Where bottled gas is used the Tenant will maintain the supply and at the conclusion of the tenancy leave not less than one full cylinder upon vacating the Premise and will, at that time, provide written evidence of compliance to the Agent.

**Grass Clippings**

---

Addendum - Special Terms 2(f) is amended to read as follows:

To maintain all garden areas including watering trees and other plants, mowing the lawn, removing from the Premises garden rubbish (including pet waste and grass clippings) and keeping plants free from pests and disease.

**Keys - Collection and Return**

---

The parties agree and the Tenants acknowledge keys can only be collected and returned between the times

## **General tenancy agreement (Form 18a)**

*Residential Tenancies and Rooming Accommodation Act 2008*

---

set out in Addendum - Additional Items - Item (E).

### **Keys - Loss and Replacement**

---

The Tenant will be responsible for all costs associated with the loss or replacement of keys, locks or security devices and services of a locksmith if required.

### **Operation Manuals**

---

All operation manuals relating to the Premises and contents are owned by the Lessor and must remain in the Premises at the end of the tenancy.

### **Pest Control**

---

(1) The Lessor having at the commencement of this Agreement had the Premises fumigated against pest and vermin by a licensed pest controller, the Tenant agrees to, at the conclusion of the tenancy, hand over the Premises fumigated to a similar standard.

(2) The Tenant agrees to provide written evidence of compliance of this requirement to the Lessor/ Lessor's Agent on or before vacating.

### **Photos - Condition Reports**

---

Photos accompanying Condition Reports form part of the Condition Reports.

### **Property Use**

---

The Tenant(s) confirm and agree, in accordance with Clause 21 of the Standard Terms of this Agreement, the Premises shall only be used as a place of residence by the Tenant. Use of the Premises for business purpose, without the written consent of the Lessor/ Lessor's Agent first had and obtained, is prohibited. Any such consent will be entirely at the discretion of the Lessor.

### **Receipt of Documents - Including Inventory Report**

---

(1) The Tenant acknowledges having received a form 17a upon signing the Tenancy Agreement for the Premises.

(2) The Tenant acknowledges having received a form 1a Condition Report for completion and return to the Lessor in accordance with Clause 5(3) of the Standard Terms of this Agreement.

### **Repairs and Maintenance - Notify Agent of Incomplete / Unsatisfactory Works**

---

Where required maintenance has been carried out, the Tenant will notify the Agent by email if in the Tenant's opinion the works are unsatisfactory or incomplete.

### **Repairs and Maintenance - Written Notice**

---

The Tenant agrees and confirms all notices made in compliance with Clause 32 of the Standard Terms must be in writing and in Our Tradie [www.ourtradie.com.au](http://www.ourtradie.com.au) (emergencies excepted).

### **Smoke Alarms - Maintenance Company Employed**

---

Notwithstanding the provisions of Addendum - Special Terms Clause 2(k) the Lessor confirms and acknowledges it will contract with APM to attend the Premises for the purpose of carrying out smoke alarm maintenance at the Lessor's cost, 1 times per year.

### **Smoking - House**

---

## **General tenancy agreement (Form 18a)**

*Residential Tenancies and Rooming Accommodation Act 2008*

---

No smoking by any Tenant or guest is permitted in the indoor areas of the Premises nor shall the Tenant leave around the Premises, debris arising from smoking.

### **Tradesperson Callout Where Tenant is Responsible**

---

If the Tenant/s requests the services of a tradesperson to carry out repairs on the Premises and there is no fault found or the fault is found to have been caused by the Tenant/s or their guests or the Tenant's own property, the Tenant/s acknowledge and agree it will be responsible for payment of the fees charged by such tradesperson.

### **Water Usage Charge - Tenant to Pay**

---

- (1) The premises being water efficient and Item 12.2 and Clause 17(1) of the Standard Terms applying, the Tenant is required to pay the water consumption charges for the premises.
- (2) Water meter readings as at the date of commencement of the tenancy will be recorded on the Entry Condition Report and subsequently in the Routine Condition Reports (quarterly during the term of the tenancy) and finally on the Exit Condition Report.
- (3) The readings having been made by the Agent the invoice amount will be calculated at the applicable rate charged by the relevant local authority from time to time.
- (4) The Agent will forward to the Tenant every 3 months an invoice for payment of the water consumption charges.
- (5) The Tenant must make payment of the invoiced amount in accordance with Clause 17(5) of the Standard Terms.

### **Solar**

---

The lessor and tenants agree that the tenants are to receive 100% solar rebate during the term of this tenancy.

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.

### General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

#### Addendum - Additional Items

This Addendum - Additional Items page can be used to list information that does not fit in the fields provided in Part 1 Tenancy Details of the Standard RTA Form 18a.

#### Address for service (if different from address of the premises in Item 5.1)

#### Name(s) of Person(s) authorised to reside on Premises

Angela Craven, Janet Craven, Gordon Craven & 2 CHILDREN

#### Rent Increase See Clause 10 of the Standard Terms and Clause 10 of Addendum - Special Terms

Rent Increase: Applicable

S.no.	Increased Rent	Increase on	Payable
1.	\$800.00	21/06/2022 (Lease Start)	week

**Pool Safety Certificate Requirements** (complete if there is a swimming pool and/or spa for use by the Tenant/s or on the Premises)

#### Key collection and return

Instructions for returning keys upon vacating:

Must be returned to Coronis office during business operating hours



**General tenancy agreement (Form 18a)**

Residential Tenancies and Rooming Accommodation Act 2008

---

**Signature of tenant 1**

Name/trading name

Angela Craven

Signature



Date

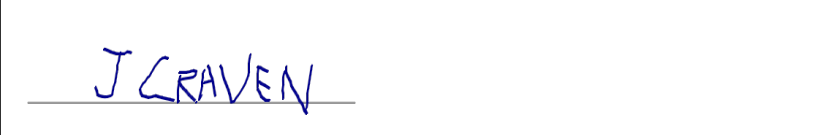
03/05/2022

**Signature of tenant 2**

Name/trading name

Janet Craven

Signature



Date

03/05/2022

**Signature of tenant 3**

Name/trading name

Gordon Craven

Signature



Date

03/05/2022

**Signature of lessor/agent**

Name/trading name

Coronis QLD Head Office

Signature



Date

03/05/2022



**Eliza Black** <eliza.black@coronis.com.au>

Inbox - ja...getmail.com.au 16 March 2023 at 10:19 am

Lease for 8 Musa Place, Aroona

To: janets Getmail <janet@getmail.com.au>

Reply-To: Eliza Black <eliza.black@coronis.com.au>



“B”

Dear Janet,

LEASE RENEWAL OFFER FOR 8 Musa Place, Aroona.

We are pleased to be able to offer you a further fixed term tenancy agreement on behalf of the owners. Please read your new tenancy agreement and ensure it is signed and returned within 7 days from the date of this offer, as a periodic lease is not an option. Failure to sign the new Tenancy Agreement within the time frame will result in a form 12 Notice to Leave being issued which will require you to vacate on the expiry of your current tenancy agreement.

As you may already be aware, your Residential Tenancy Agreement expires on 19 June 2023

I am pleased to advise the Lessor is offering to renew the lease agreement for your current residence.

At Coronis we are committed to ensuring that renting through us is as easy as possible. You can view, sign and submit your lease agreement online and through the OurTenant app available on any smart device.

Your new lease has the following terms:

Current Rent : \$800.00 per week.

**New Rent:** \$810.00 per week (effective as of 20/06/2023)  
**New Term:** 12 Month Fixed Term Rental Agreement (Start: 20/06/2023 to End: 17/06/2024)

**Special Conditions:**

Outside Dog

Solar

Please use the buttons below to tell me what you would like to do.

Review and Sign Lease

Request Change

Do Not Renew

The lease document is also available in the OurTenant app for Apple or Android.

Please review all details of the lease for any changes.

Any rent increase will also take effect on the 20/06/2023 even if you do not sign and submit the lease.

Warm Regards,

**Eliza Black**  
Property Management Team Leader

Coronis Sunshine Coast | 0754911400 | 0754911400

9 Nicklin Way, Minyama QLD 4575  
[eliza.black@coronis.com.au](mailto:eliza.black@coronis.com.au) | Making Buying, Renting and Selling Easier



**Coronis Group Pty Ltd**

“C”

**AND the Owners - Saurav Kataria, Ashleigh Kataria**

BY EMAIL: [eliza.black@coronis.com.au](mailto:eliza.black@coronis.com.au) [sunshinecoast.pm3@coronis.com.au](mailto:sunshinecoast.pm3@coronis.com.au) [info@coronis.com.au](mailto:info@coronis.com.au)

**RE: TENANCY LEASE RENEWAL AT 8 MUSA PLACE AROONA 4551**

**ATTN: MANAGEMENT**

Your lease renewal document for the above property is rejected for the following reasons.

1. On 16 March 2023, you provided a *'take it or leave it'* lease renewal document consisting of 42 pages of legalese, with a requirement that it be signed within 7 days while there are 3 months remaining on the existing lease, along with the threat of a Form 12 Notice to Leave being issued if not signed within those 7 days.
2. Despite us being exceptional tenants sine June 2021 with our associated references, we are disappointed that you display zero common decency and reasonableness as to forewarning your intentions regarding the Solar & Electricity amendments in the 42 page lease renewal document prior to serving the document. Your proposal means that, not only would we lose the Solar Rebate, we would also lose the Government's Pensioner Rebate regarding the electricity bill concession, not to mention that we would liable to the whims of the owners being the electricity account holder as you propose.
3. The onsite rainwater tanks and plumbing to toilets and washing machine along with garden watering, contributed to water efficiency as mentioned at section 166 of the RTRA Act. The rainwater tanks and plumbing facility was a fundamental reason for leasing the property in the first place. The tanks have become inoperable and you have removed the water tanks repair job from being a current job on the online *'Our Tradie'* facility without informing us subsequent to arranging inspections. By failing to make repairs, you are causing us to have increased water charges, all of which, is believed to be a breach of the current tenancy agreement, which you appear to be ignoring.
4. Shortly after moving into the property in 2021, as a goodwill gesture and in good faith, we agreed to accommodate storage of the owners camping trailer, and we continue to do so, without having been provided notice of the inconveniences encountered prior to our leasing of the property.

**We believe the above matters to be unconscionable and as such we reserve our legal rights.**

**Further**, had we known of these matters and your attitude prior to initially leasing the property in June 2021, we would not have leased the property in the first place.

**Further**, we are curious as to why you have ticked **yes** to terms 16.1 & 16.2 in the proposed lease without an option for them to be unticked, and again, without forewarning your intentions or having provided the said by-laws :

16.1 *Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? See clause 22*

16.2 *Has the tenant been given a copy of the relevant by-laws See clause 22*

How is this relevant to any lease that is proposed for a single dwelling ?

You are no doubt aware of the substantial price gouging that is happening with rental properties at the moment. Landlords and agents that engage in this behaviour no doubt rely on the fact that most tenants dislike having to relocate their home and are thus more likely to comply with unreasonable demands. We don't subscribe this type of bullying and disgraceful behaviour.

This can clearly be seen to be just one element of unconscionable behaviour. For a better understanding of unconscionable conduct, you may wish to visit the ACCC publication at: <https://www.accc.gov.au/business/selling-products-and-services/unfair-business-practices#unconscionable-conduct>

Our circumstances (as you have previously been made aware of), are that my wife and I are age pensioners, along with two grandchildren with disabilities that require stability, and our daughter (tenant Angela) is their mother and disability carer.

Accordingly we are extremely reluctant to moving our home, because it is not only very expensive to do so, it is time-consuming, emotionally taxing, extremely difficult, stressful, depressing and brings about the problem of access to the current special school catchment area.

As such, we are happy to renew a lease on the existing terms with a \$10.00 per week increase in rent as you propose, bringing it to a total of \$810.00 per week, and we await your response.

Should you wish to submit a further lease renewal document, please clearly and precisely identify changes (in a separate document) to the existing lease, along with reasons for the changes.

AND please identify your full legal name and ACN in any further correspondence and lease (if any), we assume it to be Coronis Group Pty Ltd ACN 606 982 423, and **not** just 'Coronis QLD Head Office', as inserted in your current proposed lease.

Your faithfully



Gordon Craven - [gordon@getmail.com.au](mailto:gordon@getmail.com.au)

**Coronis QLD Head Office / SNA Group Pty Ltd ACN 113 271 766**

“D”

**AND the Owners - Saurav Kataria, Ashleigh Kataria**

BY EMAIL: [eliza.black@coronis.com.au](mailto:eliza.black@coronis.com.au) [sunshinecoast.pm3@coronis.com.au](mailto:sunshinecoast.pm3@coronis.com.au)

**RE: NOTICE OF INTENTION TO SEEK RTA / QCAT RESOLUTION**

**ATTN: MANAGEMENT**

Further to :

- (i) your correspondence we as tenants received on 16 March 2023, regarding :
  - (a) a *'take it or leave it within 7 days'*, lease renewal document for 8 Musa Place Aroona 4551; and
  - (b) a threat of being served with a Form 12 Notice to Leave if not signed within 7 days; and
- (ii) notice to you in response, regarding issues we have raised and reservation of our legal rights, by correspondence emailed to you on 20 March 2023; and
- (iii) on 21 March 2023 we received notice from you that, SNA Group Pty Ltd ACN 113 271 766 is your actual legal name.

We have not received any meaningful proposals from you to resolve the matters in issue.

Accordingly, we give you notice that we propose to apply to the Queensland Residential Tenancies Authority (RTA) for Tenancy Dispute Resolution (a requirement prior to a QCAT non-urgent Application), unless you provide acceptable resolutions within a reasonable time.

Your faithfully



Gordon Craven - [gordon@getmail.com.au](mailto:gordon@getmail.com.au)

DATE: 23 March 2023



**Eliza Black <eliza.black@coronis.com.au>**

Inbox - go...etmail.com.au 27 March 2023 at 7:08 pm

Lease for 8 Musa Place, Aroona

To: gordon Craven <gordon@getmail.com.au>,

Reply-To: Eliza Black <eliza.black@coronis.com.au>

“E”

Dear Gordon,

LEASE RENEWAL OFFER FOR 8 Musa Place, Aroona.

We are pleased to be able to offer you a further fixed term tenancy agreement on behalf of the owners. Please read your new tenancy agreement and ensure it is signed and returned within 7 days from the date of this offer, as a periodic lease is not an option. Failure to sign the new Tenancy Agreement within the time frame will result in a form 12 Notice to Leave being issued which will require you to vacate on the expiry of your current tenancy agreement.

As you may already be aware, your Residential Tenancy Agreement expires on 19 June 2023

I am pleased to advise the Lessor is offering to renew the lease agreement for your current residence.

At Coronis we are committed to ensuring that renting through us is as easy as possible. You can view, sign and submit your lease agreement online and through the OurTenant app available on any smart device.

Your new lease has the following terms:

Current Rent : \$800.00 per week.

**New Rent:** \$810.00 per week (effective as of 20/06/2023)  
**New Term:** 12 Month Fixed Term Rental Agreement (Start: 20/06/2023 to End: 17/06/2024)

**Special Conditions:**

Outside Dog

Solar

Water tank

Camping Trailer

Please use the buttons below to tell me what you would like to do.

Review and Sign Lease

Request Change

Do Not Renew

The lease document is also available in the OurTenant app for Apple or Android.

Please review all details of the lease for any changes.

Any rent increase will also take effect on the 20/06/2023 even if you do not sign and submit the lease.

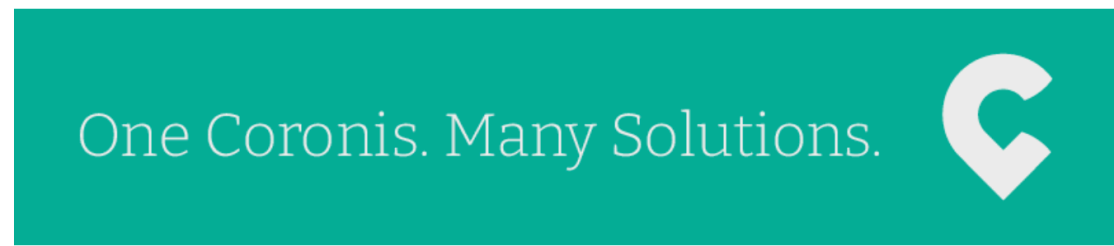
Warm Regards,

**Eliza Black**

Property Management Team Leader

Coronis Sunshine Coast | 0754911400 | 0754911400

9 Nicklin Way, Minyama QLD 4575  
[eliza.black@coronis.com.au](mailto:eliza.black@coronis.com.au) | Making Buying, Renting and Selling Easier



**SNA Group Pty Ltd ACN 113 271 766**

**AND the Owners - Saurav Kataria, Ashleigh Kataria**

BY EMAIL: [eliza.black@coronis.com.au](mailto:eliza.black@coronis.com.au) [sunshinecoast.pm3@coronis.com.au](mailto:sunshinecoast.pm3@coronis.com.au)

“F”

**RE: TENANCY LEASE RENEWAL AT 8 MUSA PLACE AROONA 4551**  
**ATTN: MANAGEMENT**

Dear Eliza,

This correspondence is directed to SNA Group Pty Ltd ACN 113 271 766, because you have told us that this is the legal entity standing behind your employment as a Coronis representative.

**RE: Special Terms annexed hereto on page 5.** Your lease renewal Electronic Document (ED) for the above property (despite our request for a PDF document to replace the ED) is rejected AGAIN for the following reasons, and we refer to and repeat the reasons for our previous rejection.

**1. SOLAR**

You have made zero attempt to amend or negotiate your unreasonable / unconscionable requirement, and as such you again ***demand*** without negotiation or providing reasons for it, an unreasonable / unconscionable “Solar” term of the ED. I set out some facts :

- A. The electricity is currently in tenant Janet Craven’s name, and has never been in the the “*owners name*” during our tenancy as you **wrongly imply** in your ED.
- B. The current lease at term 14, requires payment for electricity be paid directly by the “*account holder, direct to the supplier*”, which in this case is Alinta Energy.
- C. By reason of the current lease and previous correspondence between us regarding the Solar issue, you are fully aware of the current and settled circumstances regarding the Solar.
- D. You now wish to change the settled circumstances, by having the electricity put in the name of the owners, and to have us sign up to an open ended electricity agreement without having any knowledge of its terms, and having no control over our future electricity charges.
- E. We make you aware, that we have negotiated with Alinta Energy for an acceptable cost of supply which has in fact been arrived at, and we have no desire to change that situation.

We have previously set out to you the losses we would likely incur which includes loss of our government concession, should we sign up to your unreasonable imposition. As such we totally reject your repeated ***demand***, as is highlighted below.

LEASE RENEWAL OFFER FOR 8 Musa Place, Aroona.

We are pleased to be able to offer you a further fixed term tenancy agreement on behalf of the owners. Please read your new tenancy agreement and ensure it is signed and returned within 7 days from the date of this offer, as a periodic lease is not an option. Failure to sign the new Tenancy Agreement within the time frame will result in a form 12 Notice to Leave being issued which will require you to vacate on the expiry of your current tenancy agreement.

By email of 21 March, you have admitted and apologised for your poorly worded **demand**, where you have stated:

*I apologise for the wording; this is through our portal system and agree that the message coming through is heavy handed and demanding – I will pass these comments from you on regarding this as we cannot manually override the system wording.*

However you continue this harassing behaviour, when you would surely be able to dispense with the pro-forma rudeness of your employer, and construct a more polite email of your own. This intimidating attitude does nothing to assist in bringing a resolution to the issues at hand.

It is also noted also that you continue :

- A. to have terms the 16.1 and 16.2 terms ticked as YES in the ED, which we cannot change to NO, despite this being brought to your attention; and
- B. you fail to insert your proper legal name into the ED, despite this also being brought to your attention, whereupon you identified that legal name to be SNA Group Pty Ltd ACN 113 271 766; and
- C. despite my request, you fail to disclose any business registration details for the “Coronis QLD Head Office” name that you are using in the ED.

In any future proposed lease, please correct the above issues, and when inserting your correct legal entity into the ED at term 3.1, please ensure it can be searched for in ASIC.

## **2. RAIN WATER TANKS**

During the current lease, the owners have failed to rectify the damage that has occurred to the larger of the existing two water tanks. In fact it has taken from 15 February when the damage was incurred to 27 March to reconnect the rainwater from the undamaged tank to the toilets and laundry uses.

This is a period of almost 6 weeks. As such we have incurred increased town water costs, and we will incur further costs because of only having one tank instead of two, as the one tank will very likely become empty far more often than the two tanks did.

Interestingly while drafting this document, I received a call from your plumber representative wishing to enter the premises to take photos of the rainwater plumbing installations in the toilets and laundry. Apparently you are in some doubt as to the existence of these installations. Permission was given for next day access as requested. Surely the owners had confirmed these installations with you ?

During our first leasing the property in June 2021 until now, we have established a good average of town water usage, and we propose any amounts over that average in future water accounts, should either :

- A. be paid for by the owners; or
- B. consideration given to a rent decrease;

because the original benefits to the property leased in June 2021, have now been reduced.



In any future proposed lease, please give consideration to points A and B, and also provide a term that the owners will maintain the remaining tank, pump and all ancillary plumbing, to a satisfactory working condition to service the toilets and washing machine.

### 3. **CAMPING / MOTORBIKE TRAILER**

The email evidence of 2021 shows that :

- A. subsequent to our tenancy being initiated in June 2021, an initial request to store a small Motorbike Teardrop Trailer (the item) underneath the property (where my wife & I live), was made by Coronis Maintenance (CM) on 1 July 2021 on behalf of Ms. Kataria (owner), whereupon in response I emailed that it was OK;
- B. on 23 November arrangement was made with CM for the item to be delivered on 4 or 11 December, whereupon I requested measurements of the item;
- C. CM replied on 30 November, with a measurement of 1.8 metres long by 1.2 metres wide.

On being given the measurements, I cleared a space for the item to be manoeuvred through our living accommodation and through my office space, to a place that is used for storage.

I expected the item to arrive attached to a motorbike, however on arrival on the back of a truck, once unloaded it was revealed that in fact it was not 1.2 metres wide but close to 1.7 metres wide, and would not fit through the spaces I had cleared.

Mr. Kataria (owner), initially indicated that the item could reside just inside one of the roller doors, which happens to be within our living room!

I then explained to him that it had to be pushed through our living and office space to the storage area.

Having explained that, the persons accompanying Mr. Kataria, one of which is believed to be his father in law, started pushing our living and office furniture around without even asking if that was OK.

**We got the distinct impression that we were not being treated with respect.**

I now regret not challenging this rude behaviour, and at the time I did not make that challenge because of being a new tenant I did not want to create a scene, however my wife was clearly NOT IMPRESSED with what was going on which was quite apparent to myself, and would have been similarly apparent to Mr. Kataria.

Having finished pushing the item to its resting place, Mr. Kataria indicated to me that it would be good to come back at some time over Christmas to push the item outside, so he could rub it down and paint it.

I thought to myself... surely he is joking as he was kind of laughing at the time, so I did not respond. I did not reveal this to my wife at the time, because during the argument that ensued where I was blamed for what had happened, I did not want to upset her anymore. However as I see it now, it could be argued that Mr. Kataria was seeking to exert **undue influence** on me, given I did not challenge the said rudeness and the pattern of behaviour that is now being revealed.

From that time onward, my wife, my daughter (Angela tenant) and myself, **sorely regret** my saying OK for the item to be stored, and given the behaviour regarding the issues documented so far, it is clear that the owners do not intend to return the good will and good faith gesture that we have extended to them regarding this item.

Further, it has since become inconvenient to store the item, because it takes up a space my daughter wishes to use for her exercise machine and other activities.

Now you **demand** that the ED contain the following term (verbatim) :

*The owners/lessors have their camping trailer stored at the property throughout the tenancy; and not to used or moved by the tenants without prior written consent from the lessor/agent.*

We do not consent to this term, and point out that we have saved the owners from having to pay for storage of the item from December 2021 until June this year, and in return we are rewarded with **demands** for unreasonable terms in the ED.

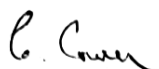
I have made inquiries as to how much storage for the item would have cost, had we not permitted that storage to happen at our lease, and it's not cheap.

While it would be unreasonable to now request payment for the storage until June this year, we do not think it is unreasonable for a future storage monetary component to be incorporated into the ED amount of rent to be paid, unless the item is removed.

In all the circumstances, we consider your **demands** to be putting us under **duress** to sign the ED with unreasonable / unconscionable conditions, and we will not sign the ED while under **duress**. However, If we can reach a resolution to the issues at hand, we are happy with the \$810.00 per week rental as adjusted as necessary.

We remind you of, and re-assert the Legal Notice recently served on you.

Your faithfully



Gordon Craven - [gordon@getmail.com.au](mailto:gordon@getmail.com.au)

DATE: 31 March 2023

## ANNEXURE - Special Terms

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

### Solar

The tenants acknowledge that the electricity account must stay in the owners name. The owners will pay the account in full and the tenants will then be invoiced.

### Camping Trailer

The owners/lessors have their camping trailer stored at the property throughout the tenancy; and not to used or moved by the tenants without prior written consent from the lessor/agent.

### Water tank

One water tank included in tenancy for use as required; can be utilised to water lawns and/or gardens.

EB

**Eliza Black <eliza.black@coronis.com.au>**

Lease for 8 Musa Place, Aroona

To: janets Getmail &lt;janet@getmail.com.au&gt;,

Reply-To: Eliza Black &lt;eliza.black@coronis.com.au&gt;

Inbox - janet@getmail.com.au 4 April 2023 at 5:12 pm

“G”



Dear Janet,

LEASE RENEWAL OFFER FOR 8 Musa Place, Aroona.

We are pleased to be able to offer you a further fixed term tenancy agreement on behalf of the owners. Please read your new tenancy agreement and ensure it is signed and returned within 7 days from the date of this offer, as a periodic lease is not an option. Failure to sign the new Tenancy Agreement within the time frame will result in a form 12 Notice to Leave being issued which will require you to vacate on the expiry of your current tenancy agreement.

As you may already be aware, your Residential Tenancy Agreement expires on 19 June 2023

I am pleased to advise the Lessor is offering to renew the lease agreement for your current residence.

At Coronis we are committed to ensuring that renting through us is as easy as possible. You can view, sign and submit your lease agreement online and through the OurTenant app available on any smart device.

Your new lease has the following terms:

Current Rent : \$800.00 per week.

**New Lease Starting Rent:** \$810.00 per week (effective as of 20/06/2023)

**New Term:** 6 Month Fixed Term Rental Agreement (Start: 20/06/2023 to End: 18/12/2023)

**Special Conditions:**

Outside Dog

Water tank

Camping Trailer

Please use the buttons below to tell me what you would like to do.

Review and Sign  
Lease

Request Change

Do Not Renew

The lease document is also available in the OurTenant app for Apple or Android.

Please review all details of the lease for any changes.

Any rent increase will also take effect on the 20/06/2023 even if you do not sign and submit the lease.

Warm Regards,

**Eliza Black**

Property Management Team Leader

Coronis Sunshine Coast | 0754911400 | 0754911400

9 Nicklin Way, Minyama QLD 4575

[eliza.black@coronis.com.au](mailto:eliza.black@coronis.com.au) | Making Buying, Renting and Selling Easier

One Coronis. Many Solutions.



**SNA Group Pty Ltd ACN 113 271 766**

**AND the Owners - Saurav Kataria, Ashleigh Kataria**

BY EMAIL: [eliza.black@coronis.com.au](mailto:eliza.black@coronis.com.au) [sunshinecoast.pm3@coronis.com.au](mailto:sunshinecoast.pm3@coronis.com.au)

“H”

**RE: TENANCY LEASE RENEWAL AT 8 MUSA PLACE AROONA 4551**  
**ATTN: MANAGEMENT**

Dear Eliza,

We are now looking at a third 12 months fixed term lease for this property, and on 16 & 27 March 2023 you twice offered a further 12 month fixed term renewal at \$810.00 per week.

Those offers were provided by way of Electronic Documents (ED) that can only be viewed on a computer screen. We identified various issues within those offers, where essentially the offers were alleged to contain unconscionable terms, one of which would cause us to lose our government electricity concession.

You have provided a third ED on 4 April, and as per our request you provided a PDF version of that document which we received on 6 April 2023 by email.

In previous correspondence to you, we had identified our reasons for requiring stability for our housing requirement.

However, within your proposed PDF lease renewal delivered on 6 April, while you have knowledge of our necessity to have stability, you have reduced the terms of the lease from 12 months to 6 months, and have the fixed term expiring 7 days before Christmas 2023.

**Please would you provide reasons for your reduction of a 12 month term to a 6 month term.**

We remind you of, and re-assert the Legal Notice recently served on you.

Your faithfully



Gordon Craven - [gordon@getmail.com.au](mailto:gordon@getmail.com.au)

DATE: 11 April 2023

21 April 2023 at 3:22 pm

“L,

**Eliza Black <eliza.black@coronis.com.au>**

RE: Lease Renewal pending your signature for - 8 Musa Place, Arona

To: Janets Getmail <janet@getmail.com.au>, Cc: anglie Craven <angielou@y7mail.com>, gordon Craven <gordon@getmail.com.au>

 [Details](#)



Dear Janet

We confirm that we will respond to lease holders as per the email sent; you had sent the email and hadn't included Gordon this is why he was not included.

I will send your request to Tracey Kelly today.

The owners are not required to provide you with a reason for their lease renewal offer.

Regards

---

**Eliza Black**

Property Management Team Leader

Mooloolaba | [07 5444 8888](tel:0754448888) | [0402 492 790](tel:0402492790)

9 Nicklin Way | Minyama | QLD | 4575

[coronis.com.au](mailto:coronis.com.au) | One Coronis. Many Solutions.



The information contained in this email is privileged and confidential and intended for the addressee only. If you are not the intended recipient, you are asked to respect that confidentiality and not disclose, copy or make use of its contents. If received in error you are asked to destroy this email and contact the sender immediately. Your assistance is appreciated. Photos courtesy of Coronis Group Professional Photography. Copyright (C) 2019.

[See More from Janets Getmail](#)

“J”

## Notice to leave (Form 12)

Residential Tenancies and Rooming Accommodation Act 2008  
(Sections 277, 281-291, 317, 324A, 326 and Schedule 1, Part 1)



### 1 Address of the rental property

8 Musa Place		
Aroona QLD	Postcode	4551

### 2 Notice issued by Lessor Agent

Full name/trading name	Phone
1.SNA Pty Ltd. Trading as Coronis Group	0754911400

### 3 Notice issued to

Full name/s
Angela Craven, Janet Craven, Gordon Craven

### 4 Notice issued for:

End of Fixed Term Tenancy Agreement

### 5 Notice issued on

Day	Date	Method of issue (e.g. email, post, in person)
Monday	24 April 2023	Email

### 6 Tenant/s must vacate the property by midnight on

Day	Date	(minimum notice periods apply - see overleaf)
Monday	26 June 2023	

### 7 Signature of the lessor or agent issuing this notice

Print Name	Signature	Date
Eliza Black		24/04/2023

The lessor/agent gives this notice to the tenant/s when they want them to vacate the property by a certain date. Information about tenants' rights and obligations are included in the tenancy agreement.

There may be one of several reasons (grounds) for giving the notice. If the tenant/s dispute the reason given, they should try to resolve the matter with the lessor/agent first. If agreement cannot be reached, the RTA's dispute resolution service may be able to assist - visit [rta.qld.gov.au](http://rta.qld.gov.au) or phone 1300 366 311..

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

If the tenant/s do not leave the property by the date nominated in item 6, the lessor/agent may apply directly to the Queensland Civil and Administrative Tribunal (QCAT) for a termination order without further notice to the tenant. The lessor/agent must submit an application to QCAT within two weeks of the handover date (see item 6 above).

If QCAT makes a termination order, it must also issue a warrant of possession of the property in the lessor/agent's favour. Tenants cannot be evicted without a warrant of possession for the property.

When serving notices by post, the sender must allow time for the mail to arrive when working out notice periods.

**Do not send to the RTA-give this form to the tenant/s and keep a copy for your records.**

**Minimum notice periods**

Grounds (reasons)	General tenancy (periodic and fixed term agreements)	Moveable dwellings (long-term agreement)	Moveable dwellings (short-term agreement)
End of a fixed term agreement	2 months (n/a for periodic agreements)	2 months	n/a
Unremedied breach - rent arrears	7 days	2 days	2 days
Unremedied breach-general	14 days	2 days	2 days
Non-compliance (Tribunal order)	7 days	7 days	2 days
Non-compliance (moveable dwelling location)	n/a	2 days	2 days
Non-liveability	The day it is given	The day it is given	The day it is given
Compulsory acquisition	2 months	2 months	The day it is given
Sale contract *	2 months	2 months	n/a
Owner occupation*	2 months	2 months	n/a
Significant repairs or renovations*	2 months	2 months	n/a
Planned demolition or redevelopment*	2 months	2 months	n/a
Change of use of property*	2 months	3 months	n/a
Voluntary park closure	n/a	3 months	2 days
Compulsory park closure	n/a	The day it is given	The day it is given
Employment termination	4 weeks	4 weeks	2 days
Ending of student entitlement	1 month	n/a	n/a
Ending of accommodation assistance	4 weeks	4 weeks	2 days
Ending of housing assistance	4 weeks	4 weeks	2 days
Mortgagee in possession (depending on whether mortgagee has/hasn't consented to the tenancy)	2 months	2 months	n/a
Death of a sole tenant (parties can agree on an earlier date)	14 days	14 days	n/a
Property required for State government program*	2 months	2 months	n/a
Serious breach (public housing or community housing)	7 days	n/a	n/a

\*This reason cannot be used to end a fixed term tenancy agreement early. The tenancy only finishes on the end date of the agreement or the end date of the notice period (whichever is later). Both parties can agree to end a fixed term agreement early, but it must be agreed in writing.

**Grounds for which this notice may not be used**

Failure to leave as intended	By QCAT order	By QCAT order	By QCAT order
Excessive hardship	By QCAT order	By QCAT order	By QCAT order
Damage	By QCAT order	By QCAT order	By QCAT order
Injury	By QCAT order	By QCAT order	By QCAT order
Objectional behavior	By QCAT order	By QCAT order	By QCAT order



Incompatibility	By QCAT order	By QCAT order	By QCAT order
Repeated breaches by tenant	By QCAT order	By QCAT order	By QCAT order
Abandonment	7 days <sup>^</sup> or by QCAT order	7 days <sup>^</sup> or by QCAT order	7 days <sup>^</sup> or by QCAT order
Nuisance	By QCAT order	By QCAT order	By QCAT order

<sup>^</sup>An [Abandonment termination notice](#) is used when the property manager/owner wants to end a tenancy agreement because they believe the property has been abandoned.