Accommodation
Forms and Checklists

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**Example of Real Estate Agent Application Form - Legally Binding**

### Identification
Please provide 3 forms of identification

For example  
- [ ] drivers licence  
- [ ] car registration  
- [ ] bank statement  
- [ ] passport  
- [ ] phone account  
- [ ] rates notice  
- [ ] birth certificate  
- [ ] utility account  
- [ ] rent receipts

### Supporting documents
In evaluating your application we will consider your ability to pay the rent and maintain the property. This information is required so that you can demonstrate your ability to pay rent

For example  
- [ ] payslips  
- [ ] bank statement  
- [ ] employment contract  
- [ ] proof of scholarship  
- [ ] letter of parental support

### Property details

| Address of property | | |
| Rent per week: | Bond: | |
| I would like to apply for a 6 month / 12 month lease starting on / / | |
| I would pay me rent weekly / fortnightly / monthly | |

### Applicant one

| Surname | |
| Given names | |
| DOB (date of birth) | |
| E-mail | |
| Phone (home) | (work) | (mobile) |
| Current address | How long | |
| Name of owner/agent | Phone | |
| Why do you wish to move? | Current rent paid $ | |
| Employers Name | Phone | |
| Occupation | How long? | Income | |
| *Name of personal reference 1 | Ph | |
| * Name of personal reference 2 | Ph | |
| Car Make and Rego | Licence Number | |
| Name of emergency contact person | | |
| Address | Work phone | |
| | Home phone | |
| | Relationship | |
| Who else will be living in the property? | |
| Names and age of children | |
| Pets owned? | Type/brand | |

* References must be provided by people who are not related to you and do not share the same address.
Please supply other information that may assist with this application


Declaration

I/we the applicants do solemnly and sincerely declare that I am/we are not bankrupt. I/we inspected the premises and wish to take a tenancy of such premises for a period of ______________ at the rent ______________ per ______________ from ______________ and that the rent is within my/our means. I/we undertake to pay a bond of ______________ upon the signing of the tenancy agreement.

I/we the applicants acknowledge that the information concerning my/our performance as a tenant may be disclosed by the agent to a tenant reference organisation and that the tenant reference organisation may publish such information. I/we acknowledge that such information may claim that:

a) I/we have been a satisfactory tenant
b) I/we have been irregular in paying our rent

c) My/our bond was retained to pay rent, damages or cleaning
d) I/we have caused or been responsible for accidental damage

e) I/we have caused or been responsible for intentional damage
f) I/we have caused or been responsible for additional cleaning

g) I/we have caused or been responsible for additional yard maintenance
h) I/we have caused or been responsible for excessive noise

i) I/we have caused or been responsible for fighting or other disturbances
j) I/we have caused or been responsible for unauthorised pets

k) I/we have breached my/our lease
l) I/we have caused or been involved in conduct which may be of interest to a prospective landlord or agent

I/we release the agent from any liability or responsibility whatsoever for any loss or damage caused by me/us as a result of information so disclosed or published.

I/we the applicant(s) declare that the above information is true and correct and that I/we have supplied it of our own free will. I/we understand that the information has been collected by you as the letting agent for the purpose of determining whether I am/we are an appropriate tenant for the property. I/we authorise you to verify the above information by contacting and checking the information with those persons named on this application form and by undertaking enquiries and searches (including tenancy database searches) as you consider reasonably necessary. I/we acknowledge false information in this application could jeopardise this application and any subsequent tenancy agreement. I/we acknowledge that should this application be rejected, the agent is not legally obliged to give reasons for the rejection.

Please read the following carefully

1. If your application is approved and you fail to sign the lease your holding deposit will be forfeited.

2. Holding deposits can only be refunded by way of a Trust Account Cheque

3. Personal or business cheques will not be accepted for initial payment of rent and bond

4. It is agreed that immediately upon communication that this application will be accepted, this tenancy is binding on the landlord and tenant

Dated:

Applicant 1 to sign

Applicant 2 to sign
General Tenancy Agreement
Residential Tenancies Act 1994

Part 1   Tenancy Details

Item 1:
1.1 Lessor
Barry Humphries
Address for service
C/- Leadbetters Rentals
Postcode
1.2 Telephone number    Facsimile Number

Item 2:
2.1 Tenant
Adam Sandler
2.2 Address for service (if different from address of the premises in Item 4.1)
Lily Waters
As per item 4.1
Postcode
Telephone number    Facsimile Number

Item 3:
3.1 Lessor’s Agent (see clause 44)
Leadbetters Rentals
Address for service
123 Paradise Drive
St Lucia
Postcode 4067
3.2 Telephone number    Facsimile Number

Item 4:
4.1 Address of the premises
123 Redwood Lane
St Lucia Qld
Postcode 4067
4.2 Inclusions for the premises
See attached list of furniture included with the premises

Item 5:
5.1 The term of the agreement is
Fixed Term agreement for 12 months
Insert “fixed term agreement” or “periodic agreement”.
5.2 Starting on 20/10/2005
5.3 Ending on 19/10/2006

Item 6:
Rent $510.00
Insert, see clause 8(1) of the standard terms.

Item 7:
Rent must be paid on the
Alternating Friday, day of each fortnight.
Insert day, see clause 8(2) of the standard terms.

Item 8:
Method of rent payment
Direct debit from bank account — BSB 000 000 A/c 000 000
Insert the way the rent must be paid. See clause 8(3) of the standard terms.

Disclaimer:
The RTA has prepared this sample tenancy agreement for education purposes only reflecting common practices in the rental sector. It is not to be construed to be the RTA’s view of best practice in preparing tenancy agreements.
Item 9: Place of rent payment

Rent to be paid in to bank account of Leadbetter's Rentals, being: $85 123 456 A/c no. 789 1011

Insert where the rent must be paid. See clause 8(4) to 8(6) of the standard terms.

Item 10: Rental Bond

$1,040.00

Insert amount. See clause 13 of the standard terms.

Item 11: The services supplied to the premises for which the tenant must pay -

(a) for electricity
(b) for gas
(c) telephone
(d) any other service that tenant must pay

Tenants to arrange

N/a

N/a

N/a

See special terms.

Item 11.1 The services supplied to the premises for which the tenant must pay -

(a) for electricity
(b) for gas
(c) telephone
(d) any other service stated in item 11.1(d)

Tenants to arrange

Write 'yes' or 'no' for each of (a) to (d). See clause 16.

Item 11.2 If the tenant must pay for water supplied to the premises

Yes — See special terms

Write yes or no. See clause 17.

Item 12: If the premises are not individually metered for a service under item 11.1, the apportionment of the cost of the service that the tenant must pay -

(a) for electricity
(b) for gas
(c) for telephone
(d) any other service stated in item 11.1(d)

N/a

N/a

N/a

See special terms.

Item 13: How services must be paid for (insert for each how the tenant must pay)

(a) for electricity
(b) for gas
(c) for telephone
(d) any other service stated in item 11.1(d)

N/a

N/a

N/a

See special terms.

Item 14: Number of persons allowed to reside at the premises

3

Insert number. See clause 23 of the standard terms.

Item 15: Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?

Yes

If body corporate by-laws apply write 'yes' or 'no'. Otherwise leave blank. See clause 22.

15.2 Indicate whether the tenant has been given a copy of the relevant by-laws

Yes

See clause 22 of the standard terms.

Item 16: Pets approved

Yes - outside only

Write 'yes' or 'no'. See clause 24(1) of the standard terms.

16.2 The types and number of pets that may be kept -

Type

Medium size cattle dog—(Dog)

Number

1

N/a

See clause 24(2) of the standard terms.

Item 17: Nominated repairers -

(a) Electrical Repairs
(b) Plumbing Repairs
(c) Other

Speedie Electrical

Telephone

07 3333 0000

Speedie Plumbing

Telephone

07 3333 0000

Contact Agent

Telephone

07 3555 5555

Insert name and telephone number for each. See clause 31 of the standard terms.

For further information contact RTA on 1300 366 311 or visit www.rta.qld.gov.au
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 4.2; 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 Act 1994 (the Act), section 38, 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. 

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 item 2.
(2) Each lessor named in item 1 must perform all of the lessor’s obligations under this agreement.
(3) Each tenant named 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 5.2.
(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 42

(1) The lessor must prepare, in the approved form, sign and give the tenant 2 copies of a condition report for the premises.
(2) The copies must be given –
   (a) if the tenancy starts on or after the signing of this agreement –
   (b) if the tenant becomes entitled to occupy the premises under this agreement after it is given to the tenant for signing – on or before the day the tenant became entitled to occupy the premises.
(3) The tenant must mark the copies of the report to show any parts the tenant disagrees with, and sign and return 1 copy to the lessor not later than 3 days after the tenant is entitled to occupy the premises.

Note: A well completed entry 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.

6 Continuation of fixed term agreement – s 46

(1) This clause applies if –
   (a) this is a fixed term agreement and a special term does not provide for this agreement to continue after the term ends; and
   (b) a notice to leave, a notice of intention to leave or an abandonment termination notice has not been given by the lessor or the tenant to the other party before the day the term ends; and
   (c) the tenant continues to occupy the premises after that day.
(2) This agreement, other than a term about this agreement’s term, continues to apply on the basis that the tenant is holding over under a periodic tenancy.

Note: For more information about the notices, see the information statement.

7 Costs may apply to early ending of fixed term agreement – s 96(1A)

(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 230, 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 47 and 48

(1) The tenant must pay the rent stated in this agreement for item 6.
(2) The rent must be paid at the times stated in this agreement for item 7.
(3) The rent must be paid –
   (a) in the way stated in this agreement for item 8; or
   (b) in another 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 8 or no other way agreed – in an approved way under section 471.
(4) The rent must be paid at the place stated in this agreement for item 9.
(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 9 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.

1 Section 47 (How rent to be paid) of the Act
9 Rent in advance – s 49

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 49(2), the lessor or 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 – s 53

(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 –
(a) for a periodic agreement – 2 months after the notice is given; or
(b) for a fixed term agreement – 1 month after the notice is given.

(4) Subject to an order of a tribunal under section 53A, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
(5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term –
(a) provides for a rent increase; and
(b) states the amount of the increase or how the amount of the increase is to be worked out.
(6) A rent increase is payable by the tenant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase – s 53A

(1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may, under section 53A, apply to a tribunal for an order setting aside or reducing the increase.
(2) However, the application must be made –
(a) for a periodic agreement – within 30 days after the notice is received; or
(b) for a fixed term agreement – before the term ends.

12 Rent decreases – s 54

Under section 54, 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 57 and 59

(1) The tenant must, when the tenant signs this agreement, pay to the lessor or the lessor’s agent any rental bond stated in this agreement for item 10.
(2) However, a special term may require the bond to be paid at another stated time or by stated instalments.

Note: There is a maximum bond that may be required. See section 77 and the information statement.
(3) 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.
(4) 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 65 to 74. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond – s 83

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

Division 5 Outgoings

15 Outgoings – s 89

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

16 General service charges – ss 90 and 91

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

(a) the tenant enjoys or shares the benefit of the service; and
(b) the service is stated in this agreement for item 11.1; and
(c) either –
(i) the premises are individually metered for the service; or
(ii) this agreement states for item 12 how the tenant’s apportionment of the cost of the service is to be worked out; and
(d) this agreement states for item 13 how the charge may be recovered by the lessor from the tenant.

Note: Section 91(3) limits the amount the tenant must pay.

17 Water service charges – ss 90(1A) and 91A

(1) The tenant must pay a water service charge for water supplied to the premises, including water fit for human consumption delivered to the premises by vehicle, if –
(a) this agreement states for item 11.2 the tenant must pay for water supplied to the premises; and
(b) the premises are individually metered for the supply or the water is delivered to the premises by vehicle.

(2) However, the tenant does not have to pay –
(a) for water for which the lessor should reasonably be liable; or
(b) an amount for the supply that is more than the amount charged by the relevant supply authority for the quantity of water supplied.

(3) 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.

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.

Section 53A (Tenant’s application to tribunal about rent increase) of the Act.
Division 6  Rights and obligations concerning the premises during tenancy

Subdivision 1  Occupation and use of premises

18  No legal impediments to occupation – s 99

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 Standard Building Regulation 1993 before the premises can lawfully be occupied.
- the zoning of the land might prevent use of the land as a residence.

19  Vacant possession and quiet enjoyment – ss 100 and 101

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

(2) The lessee must make reasonable efforts to ensure the tenant has quiet enjoyment of the premises.

(3) The lessor or 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 109 to 114

The lessor or the lessor’s agent may enter the premises during the tenancy only under sections 109 to 114.

Note: See the information statement for details.

21  Tenant’s use of premises – ss 6 and 102

(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:

   - use the premises for an illegal purpose; or
   - 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.
   - interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
   - 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 45

(1) The lessor must give the tenant a copy of any body corporate by-laws under the Body Corporate and Community Management Act 1997 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 14 may reside in the premises.

24  Pets

(1) The tenant may keep pets on the premises only if this agreement states for item 16.1 that pets are approved.

(2) If this agreement states for item 16.1 that pets are approved and this agreement states for item 16.2 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 103

(1) At the start of the tenancy, the lessor must ensure –

   a) the premises are clean and fit for the tenant to live in and are in good repair; and
   b) 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 good repair and in a way that the premises remain fit for the tenant to live in; and
   b) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
   c) keep any common area included in the premises clean.

Note: For details about the maintenance, see the information statement.

(3) In this clause –

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

26  Tenant’s obligations – s 106(1A) and (2)

The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.

(2) The tenant must not intentionally, maliciously or negligently damage, or allow someone else to intentionally, maliciously or negligently damage, the premises.

Subdivision 3  The dwelling

27  Supply of locks and keys – s 120

(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).

28  Changing locks – ss 121 and 122

(1) The lessor or the tenant may change locks if –

   a) both agree to the change; or

For further information contact RTA on 1300 366 311 or visit www.rta.qld.gov.au
(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.

29 Fixtures or structural changes – ss 117 to 119

(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 this agreement.

Examples of terms:
   • that the tenant may remove the fixture
   • that the lessor must pay for the fixture if the tenant cannot 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).

30 Meaning of emergency and routine repairs – ss 123A and 123B

(1) Emergency repairs are works needed to repair any of the following –
   (a) a burst water service;
   (b) a blocked or broken lavatory system;
   (c) a serious roof leak;
   (d) a gas leak;
   (e) a dangerous electrical fault;
   (f) flooding or serious flood damage;
   (g) serious storm, fire or impact damage;
   (h) a failure or breakdown of the gas, electricity or water supply to the premises;
   (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
   (j) a fault or damage that makes 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 124

(1) The lessor’s nominated repairer for emergency repairs of a particular type may be stated either –

(a) in this agreement for item 17; 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 125

(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 cannot be contacted – the lessor.

33 Emergency repairs arranged by tenant – ss 126 and 127

(1) The tenant may arrange for a suitably qualified person to make emergency repairs if –
   (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises;

(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 127(2) and (3) and 128 and the information statement.

Division 7 Restrictions on transfer or subletting by tenant

34 General – ss 144 and 146

(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 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.

Note: See clause 36 and the information statement for more information on how a tenancy may be terminated under the Act.

35 State assisted lessor or employees of lessor – s 143

(1) This clause applies if the lessor is an entity receiving assistance from the State to supply rented accommodation or if the tenant’s right to occupy the premises comes from the tenant’s terms of employment.

(2) The tenant may transfer the whole or part of the tenant’s interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

36 Termination – s 151

This agreement terminates 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 for the premises; or
(c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day for the premises; or
(d) a tribunal makes an order terminating this agreement; or
(e) the tenant abandons 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.

37 Condition premises must be left in – s 106(3)

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

Examples of what may be fair wear and tear –
- wear that happens during normal use
- changes that happen with ageing

38 Keys

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

39 Tenant’s forwarding address – s 115(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 address, tell the lessor or the agent the tenant’s new residential or postal 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 42A

(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 2 copies 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 copies of the report –
(a) sign the copies; 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 copies in an appropriate way; and
(c) either –
(i) if the tenant has given a forwarding address to the lessor or agent – return a copy to the tenant at the address; or
(ii) if a forwarding address has not been given – keep the copies.

(3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 6 months after this agreement ends.

41 Goods or documents left behind on premises – ss 230A to 230C

(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 230A to 230C of the Act.

Note: For details of the lessor’s obligations under sections 230A to 230C, 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 No other payments required from tenant – s 95A

The lessor or lessor’s agent must not ask for or receive from the tenant or anyone else an amount for entering into, extending or continuing this agreement, other than an amount for rent, a rental bond, or a fee or other amount required or permitted to be paid under the Act.

43 Costs – s 39(6)

The lessor must pay all costs of preparing this agreement.

44 Lessor’s agent

(1) The name and address for service of the lessor’s agent is stated in this agreement for item 3.

(2) Unless a special term provides otherwise, the agent may:
(a) stand in the lessor’s place in any application to a tribunal by the lessor or the tenant; or
(b) do anything else the lessor may do, or is required to do, under this agreement.

45 Notices

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

Note: See the information statement for a list of the approved forms.

(2) A notice from the tenant to the lessor may be given to the lessor’s agent.

(3) A notice may be given to a party to this agreement or the lessor’s agent –
(a) by giving it to the party or agent personally; or
(b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 – by leaving it at the address, sending it by prepaid post as a letter to the address or by sending it by facsimile to the address.

(4) 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.

(5) A party or the agent may change his or her address for service only by giving notice to each other party of a new address for service.

(6) On the giving of a notice of new address for service for a party or the lessor’s agent, the address for service stated in the notice is taken to be the party’s or agent’s address for service stated in this agreement for item 1, 2 or 3.

(7) Unless the contrary is proved –
(a) a notice left at an address for service under this clause 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.

* Sections 230A (Goods left on premises), 230B (Documents left on premises) and 230C (Application about goods left on premises) of the Act
Part 3  Special Terms
Insert any special terms here.  See clauses 2(3)-2(5).

1. Carpets—The tenants agree to have the carpets professionally steam cleaned at the completion of the tenancy.

2. Water—The water meter reading at the start of the tenancy is 79200 kilolitres. The lessor agrees to pay for the first xxx kilolitres per quarter and the tenants agree to pay for any amount of water used during that quarter that is in excess of xxx kilolitres.

3. Pets—The tenants agree that the dog (Doug) is to remain outside the premises at all times. The tenant agrees to pay for any damage done to the gardens or lawn areas caused by the dog.

4. Inspections—The tenants agree for the lessor’s agent to inspect the property every 3 months.

5. Internet—The tenants agree to pay for line rental and usage charges of internet within 2 weeks of receiving a copy of the invoice.

The tenant must receive a copy of the information statement and a copy of any applicable by-laws if copies have not previously been given to the tenant.

Signed by the lessor/lessor’s agent  
Name of lessor  
Leadbetter’s Rentals  
Signature of lessor  

Signed by the tenant  
Name of tenant  
Adam Sandler  
Signature of tenant  

on the 20th day of October 2005  
in the presence of (witness)  

Signed by the tenant  
Name of tenant  
Craig McLaughlin  
Signature of tenant  

on the 20th day of October 2005  
in the presence of (witness)  

Signed by the tenant  
Name of tenant  
Lily Waters  
Signature of tenant  

on the 20th day of October 2005  
in the presence of (witness)  

For further information contact RTA on 1300 366 311 or visit www.rta.qld.gov.au
<table>
<thead>
<tr>
<th>Task</th>
<th>Date completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspect properties</td>
<td></td>
</tr>
<tr>
<td>Inspect and compare a number of properties before you make your final decision. This is the only way to ensure you're getting good value for money in the current rental market. If you're inspecting share-houses, ensure you meet all of the potential flatmates.</td>
<td></td>
</tr>
<tr>
<td><strong>Application</strong></td>
<td></td>
</tr>
<tr>
<td>Most Real Estate Agents will ask you to complete an application form. These forms vary, but all ask for proof of identity (e.g., passport), proof of income (e.g., bank statement) and personal and/or professional references. Ensure you have photocopies of these documents ready.</td>
<td></td>
</tr>
<tr>
<td><strong>Once notified of a successful application</strong></td>
<td></td>
</tr>
<tr>
<td>Arrange a meeting time to complete tenancy documents and pay rent/bond. Most Real Estate Agents do not accept cash – check with them how the money can be paid.</td>
<td></td>
</tr>
<tr>
<td><strong>Carefully read and sign lease</strong></td>
<td></td>
</tr>
<tr>
<td>- Is the rent amount correct (item 6)?</td>
<td></td>
</tr>
<tr>
<td>- Are you able to pay rent for the entire period documented (item 7)?</td>
<td></td>
</tr>
<tr>
<td>- Is the no. of persons allowed to reside on the premises an appropriate number (item 14)?</td>
<td></td>
</tr>
<tr>
<td>- Is there anything in the special terms section that concerns you? Check with Accommodation Services before you sign.</td>
<td></td>
</tr>
<tr>
<td>- Have you been made any promises e.g., about improvements to the property that should be included in Special Terms?</td>
<td></td>
</tr>
<tr>
<td><strong>Pay advanced rent</strong></td>
<td></td>
</tr>
<tr>
<td>You may be asked for one or two weeks. Ensure you receive a receipt.</td>
<td></td>
</tr>
<tr>
<td><strong>Pay bond</strong></td>
<td></td>
</tr>
<tr>
<td>Four times the weekly rent is usually required for bond. Ensure that you receive a receipt from the lessor clearly stating that the money is for your bond</td>
<td></td>
</tr>
<tr>
<td><strong>Sign a Bond Lodgement Form</strong></td>
<td></td>
</tr>
<tr>
<td>It is a legal requirement that all bonds charged must be lodged with the RTA within 10 days. Your Bond Lodgement Form will be sent to the RTA with the money</td>
<td></td>
</tr>
<tr>
<td><strong>Received your official RTA Bond Receipt</strong></td>
<td></td>
</tr>
<tr>
<td>Once lodged, the RTA will send you an official receipt. This will arrive by mail up to one month after you moved in. If you don't receive a receipt, it may mean that the bond has been illegally retained by your lessor. Contact Accommodation Services for help</td>
<td></td>
</tr>
<tr>
<td><strong>Entry condition report</strong></td>
<td></td>
</tr>
<tr>
<td>Your lessor should provide you with an Entry Condition Report during your initial meeting. The lessors half of the report should have been completed. You have three days to systematically check each item on the report and add your own comments. Feel free to disagree with your lessor (e.g., over cleanliness). Add extra pages or take photographs if necessary. After three days the report must be returned to the lessor. They will retain a copy for their records and provide you with a copy which you should retain.</td>
<td></td>
</tr>
<tr>
<td><strong>Inventory</strong></td>
<td></td>
</tr>
<tr>
<td>If the property is furnished, an inventory listing the items of furniture should be included. Check this list carefully and add comments about the condition of the furniture. Return with the Entry Condition Report.</td>
<td></td>
</tr>
<tr>
<td><strong>Read the Renting in Queensland booklet</strong></td>
<td></td>
</tr>
<tr>
<td>By law, your lessor must provide you with a copy of this booklet explaining your rights and responsibilities during the tenancy</td>
<td></td>
</tr>
<tr>
<td><strong>Arrange utilities</strong></td>
<td></td>
</tr>
<tr>
<td>Contact Energex and your preferred phone service supplier to arrange installation and accounts. Can be requested by phone, or via the internet (internet requests take a little longer)</td>
<td></td>
</tr>
<tr>
<td><strong>Check for working fire and smoke detectors</strong></td>
<td></td>
</tr>
<tr>
<td>For more information, including tenant obligations for smoke alarms, visit the Fire and Rescue website at <a href="http://www.fire.qld.gov.au">http://www.fire.qld.gov.au</a>.</td>
<td></td>
</tr>
</tbody>
</table>
Checklist for moving into a vacant property

Overall rating
(you may wish to fill this in last)  /10

Basic information
It can be difficult to assess the suitability of properties, particularly if the agents have a short planned inspection time or if you see a number of properties in one day. The following list might help you decide which place will be best for you.

<table>
<thead>
<tr>
<th>Property address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of lessor/agent</td>
<td></td>
</tr>
<tr>
<td>Contact details</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Rent per week</td>
<td></td>
</tr>
<tr>
<td>Number of bedrooms</td>
<td></td>
</tr>
</tbody>
</table>

Furnishings
There is no legal definition of a fully-furnished or partly-furnished property. Ensure that the property has all the major items of furniture you need, and that it is in reasonable condition. You cannot force the lessor to supply additional furniture at a later date, but you can purchase or hire furniture at your own expense (see the Household Items flier in your Accommodation Pack, or see reception).

<table>
<thead>
<tr>
<th>Is the property furnished?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Partly</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Items of furniture included</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Kitchen</td>
<td></td>
</tr>
<tr>
<td>Refrigerator (stoves and ovens are always supplied)</td>
<td></td>
</tr>
<tr>
<td>Kitchen equipment (pots, plates, cutlery etc)</td>
<td></td>
</tr>
<tr>
<td>Small appliances (toaster, kettle etc)</td>
<td></td>
</tr>
<tr>
<td>Lounge room</td>
<td></td>
</tr>
<tr>
<td>Lounge or sofa</td>
<td></td>
</tr>
<tr>
<td>Coffee table</td>
<td></td>
</tr>
<tr>
<td>Television/VCR</td>
<td></td>
</tr>
<tr>
<td>Dining room</td>
<td></td>
</tr>
<tr>
<td>Dining table and chairs</td>
<td></td>
</tr>
<tr>
<td>Bedroom</td>
<td></td>
</tr>
<tr>
<td>Bed</td>
<td></td>
</tr>
<tr>
<td>Wardrobe</td>
<td></td>
</tr>
<tr>
<td>Desk and chair</td>
<td></td>
</tr>
<tr>
<td>Laundry</td>
<td></td>
</tr>
<tr>
<td>Washing machine</td>
<td></td>
</tr>
<tr>
<td>Drier</td>
<td></td>
</tr>
</tbody>
</table>

Condition of furnishings

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Good</td>
<td></td>
</tr>
<tr>
<td>Ok</td>
<td></td>
</tr>
<tr>
<td>Poor</td>
<td></td>
</tr>
</tbody>
</table>

Utilities

<table>
<thead>
<tr>
<th>Phone line installed?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cooking/water heating</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas</td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td></td>
</tr>
</tbody>
</table>
**Transport**
You can check public transport information through the TransInfo Journey Planner at www.transinfo.qld.gov.au. Please see the Public Transport flier in your Accommodation Pack, or ask for one at the reception counter.

<table>
<thead>
<tr>
<th>Transport to UQ checked?</th>
<th>□ Yes</th>
<th>□ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>(list details - bus routes, travelling times etc.)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transport to city/shops checked?</th>
<th>□ Yes</th>
<th>□ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>(list details - bus routes, travelling times etc.)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Tenancy arrangements**

<table>
<thead>
<tr>
<th>What is the length of lease being offered?</th>
<th>□ 6 months</th>
<th>□ 12 months</th>
<th>□ Other (specify)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Are there any special terms of the lease to be aware of?</th>
<th>□ No</th>
<th>□ Yes (specify)</th>
</tr>
</thead>
</table>

**Safety**
You cannot force the lessor to make improvements in security after you have moved into the property.

<table>
<thead>
<tr>
<th>Door locks</th>
<th>□ Good</th>
<th>□ Ok</th>
<th>□ Not adequate</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Window locks</th>
<th>□ Good</th>
<th>□ Ok</th>
<th>□ Not adequate</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Other features</th>
<th>□ Security grills</th>
<th>□ Swipe card</th>
<th>□ Other</th>
</tr>
</thead>
</table>

**Other issues**

<table>
<thead>
<tr>
<th>Privacy</th>
<th>□ Good</th>
<th>□ Ok</th>
<th>□ Not adequate</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Heating and cooling</th>
<th>□ Air-conditioner</th>
<th>□ Heater</th>
<th>□ Not adequate</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Pets allowed?</th>
<th>□ No</th>
<th>□ Yes</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Lawn and garden maintenance (houses only)</th>
<th>□ Tenant’s responsibility</th>
<th>□ Lessor’s responsibility</th>
<th>□ Other</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Body Corporate laws (units only)</th>
<th>□ Yes</th>
<th>□ No</th>
<th>□ Not applicable</th>
</tr>
</thead>
</table>

Body-corporate laws are those devised by the owners of units in apartment complexes. Laws govern such things as visitor parking, hanging laundry on verandas etc.
# Checklist for moving into an established share house

**Overall rating out of 10**

(you may wish to fill this in last)

<table>
<thead>
<tr>
<th>Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/s of person I spoke with</td>
<td></td>
</tr>
<tr>
<td>Name/s of other housemates</td>
<td></td>
</tr>
<tr>
<td>Contact details</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Email</td>
</tr>
<tr>
<td>Rent per week</td>
<td></td>
</tr>
<tr>
<td>Bedroom furnished</td>
<td>☐ yes</td>
</tr>
<tr>
<td></td>
<td>☐ no</td>
</tr>
<tr>
<td></td>
<td>☐ partly</td>
</tr>
<tr>
<td>Rest of house/unit furnished?</td>
<td>☐ yes</td>
</tr>
<tr>
<td></td>
<td>☐ no</td>
</tr>
<tr>
<td></td>
<td>☐ partly</td>
</tr>
<tr>
<td>Transport to uni checked?</td>
<td>☐ yes</td>
</tr>
<tr>
<td></td>
<td>☐ no</td>
</tr>
<tr>
<td>Transport to city/shops checked?</td>
<td>☐ yes</td>
</tr>
<tr>
<td></td>
<td>☐ no</td>
</tr>
</tbody>
</table>

**Initial research and contact**
The following is a list of information you might like to gather from the accommodation advertisements, and during the initial phone call to the residents. You can check public transport information through the TransInfo Journey Planner at www.transinfo.qld.gov.au. Please see the Public Transport flier in your Accommodation Pack, or ask for one at the reception counter.

**During the inspection/interview**
These are some questions that you might like to ask during the inspection/interview. They will help you to gather information both about the, living arrangements and lifestyles of the current residents. It is also important to give some information about yourself, so that the current housemates can decide if they will be compatible with you.

| How many other people live here? Would it be possible to meet everyone before I sign up? | ☐ yes |
| | ☐ no |
| Do any pets live here? | ☐ yes |
| | ☐ no |
| Does the household socialise a lot together – eg eat meals together at night – or does everyone live pretty independently? | ☐ yes |
| | ☐ no |
| Are there any house rules – eg about visitors, parties, communal areas etc? | ☐ yes |
| | ☐ no |
| Do you have cleaning rosters? | ☐ yes |
| | ☐ no |
### Bills and expenses

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does everyone buy food independently, or does everyone pool money eg for a weekly shop?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>Is the phone bill divided equally between tenants or do we list and only pay for our own calls?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>Does one person manage the bills?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>Apart from the bond and rent, will there be any other charges if I move in?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
</tbody>
</table>

### Lifestyle choices

These are more personal questions about the lifestyle of the current residents. You may be seeking accommodation that will allow quiet study, or you may be interested in exploring the social aspects of University life. Either way it is important to make sure the household suits your own values and requirements.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is smoking allowed inside the property?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>Are there a lot of parties held here at the house/unit?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>Is there a lot of alcohol consumed or drugs taken?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>Do people have boyfriends/girlfriends staying overnight on a regular basis?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>Do people tend to stay up late at night or rise very early in the morning?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
</tbody>
</table>

### Tenancy arrangements

These are questions that you may like to ask after the current residents have told you can move in, but before you sign the lease and pay the bond. You might gather the answers to these questions over a number of conversations with your potential new housemates. The status of the rent can be checked directly with the lessor.

Please read the separate flier on Share Accommodation, so that you understand the important legal and financial implications of different tenancy arrangements. The symbol indicates that you MAY experience a future problem with your tenancy. Share Accommodation fliers are included in your accommodation pack, or ask at reception.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>Symbol</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the lessor already given permission for the change of housemates?</td>
<td>☐ yes</td>
<td>☐ no</td>
<td>☰</td>
</tr>
<tr>
<td>Does the property work on a co-tenancy or head-tenancy system?</td>
<td>☐ yes</td>
<td>☐ no</td>
<td>☰</td>
</tr>
<tr>
<td>Do you know if there will be a fee for changing the names on the lease agreement?</td>
<td>☐ yes</td>
<td>☐ no</td>
<td>☰</td>
</tr>
<tr>
<td>Is the rent up to date?</td>
<td>☐ yes</td>
<td>☐ no</td>
<td>☰</td>
</tr>
<tr>
<td>Are the names on the bond account current?</td>
<td>☐ yes</td>
<td>☐ no</td>
<td>☰</td>
</tr>
<tr>
<td>Can I see the lease contract? (please read carefully)</td>
<td>☐ yes</td>
<td>☐ no</td>
<td>☰</td>
</tr>
<tr>
<td>Could I have a look at the Entry Condition Report?</td>
<td>☐ yes</td>
<td>☐ no</td>
<td>☰</td>
</tr>
<tr>
<td>Would everyone agree to my filling in and signing an updated Entry Condition Report?</td>
<td>☐ yes</td>
<td>☐ no</td>
<td>☰</td>
</tr>
</tbody>
</table>
# Changing Co-tenants checklist

One common mistake made by students is not managing the changes to their tenancy arrangements. The lessor must give approval before the change can occur, tenancy documents must be updated, and steps should be taken to protect everyone’s rights.

The following checklist may help you to make sure that all of the necessary steps have been taken. **These steps should be completed BEFORE the outgoing tenant leaves.**

It may help to print the ‘Changes to co-tenants’ web page to read in conjunction with this checklist.

<table>
<thead>
<tr>
<th>Task</th>
<th>Person assigned</th>
<th>Date completed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Planning meeting</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arrange meeting with all tenants to discuss all items on this list and assign tasks</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Lessors permission</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>You must contact the lessor and seek written permission for the change of co-tenants. It is illegal to move new people in without permission</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Property condition audit</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arrange property inspection with all tenants. Repair and damage not documented on the Entry Condition Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Rent check</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make sure that the rent is up to date, or resolve any arrears before the changeover</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Advertise vacancy</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertise the vacancy on UQ Rentals Online at <a href="http://www.uq.edu.au/rentalsonline">www.uq.edu.au/rentalsonline</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Interview</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arrange interviews with applicants. Remember to have the Lease and Entry Condition Report on hand to show the applicants (whole household?)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Application form</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arrange for the new co-tenant to complete application form*. Ensure this form is approved before the new tenant moves in</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Update lease</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arrange meeting with the lessor and all tenants to sign new lease.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bond money</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arrange for bond money to be exchanged between outgoing and incoming co-tenant. A Change of Shared Bond Arrangement form must be signed by the outgoing tenant, the incoming tenant, all of the remaining tenants and the lessor</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bills</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bills will arrive after the changeover that will cover the period of time that the old co-tenant was still in residence. Discuss how these bills will be paid and assign a collector</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Not always required – check with your lessor.

** There is a law that applies to co-tenancies called Joint and Several Liability. Under this law, co-tenants can be held responsible (either as a group or as INDIVIDUALS) for damage and rent arrears. This applies even if the property was damaged or the rent was not paid by a co-tenant who has since moved out. The new person can be held responsible even if the damage or arrears occurred before they moved in.
# Moving out checklist

<table>
<thead>
<tr>
<th>Task</th>
<th>Person assigned</th>
<th>Date completed</th>
</tr>
</thead>
</table>
| **Planning meeting**  
Arrange meeting with all tenants to discuss all items on this list and assign tasks | | |
| **Notice**  
If you wish to move out at the end of your fixed-term lease or if you are on a periodic lease, you must give two weeks notice in writing | | |
| **Rent check**  
Ask your lessor to tell you the amount of rent that will be required until the end of the tenancy and make arrangements for payment. You only pay for the days you occupy the premises (divide your weekly rent by 7 to get a daily figure) | | |
| **Book cleaning services documented on lease**  
For example, professional carpet cleaning, pest control. Make a booking for the final day of your tenancy - after your possessions have been removed and most of the cleaning completed | | |
| **Utilities**  
Arrange disconnection or transfer of the phone, electricity and gas accounts. Can usually be arranged via Telstra/Energex website | | |
| **Change of address notification**  
Eg family and friends, UQ, banks, taxation office, Centrelink, Qld Transport (license and rego) | | |
| **Re-direct mail**  
For a small fee, Australia Post can arrange to re-direct mail for a few weeks or longer. Call into your local Post Office | | |
| **Arrange cleaning**  
Your aim is to restore the property to its original condition, fair wear and tear excepted. This may include lawns and gardens. Some households will hire professional cleaners, others will complete the work themselves. Don’t underestimate the amount of time this detailed cleaning requires! You may like to divide the cleaning tasks amongst flatmates, and you should have your Entry Condition Report on hand to refer to while you clean | | |
| **Exit condition report**  
Once all the cleaning has been completed, complete an Exit Condition Report | | |
| **Handover all keys, exit condition report, receipts**  
All copies of the keys must be returned (including any spare sets left with friends or relatives) together with receipts for carpet cleaning or pest control, and your Exit Condition Report. This is 'handover' day and marks the official end of your tenancy | | |
| **Provide forwarding address**  
By law, you must provide a forwarding address to your lessor (a PO Box is not sufficient). If you are in dispute with your lessor, or if a dispute over bond money is likely, ensure that you also inform the RTA of your new address. The RTA may need to send you important information about your bond refund | | |
| **Bond refund inspection**  
Bond refunds are much easier and faster if you can attend the inspection with your lessor. The lessor will be able to much clearer about any outstanding cleaning or maintenance tasks. You can even take along a bucket of cleaning equipment and do the extra cleaning while the inspection is still going on | | |
| **Bond refund form**  
Once the lessor has inspected the property, he or she will tell you how much bond money they think should be refunded. If you agree, sign a completed Bond Refund form (you can take this to a Post Office for a cash refund). If, after lengthy negotiations, you cannot agree, send the RTA a Bond Refund form that has not been signed by the lessor. This will tell them the bond is under dispute and automatically start their dispute resolution processes | | |
| **Never sign a blank Bond Refund form!** | | |