

# Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 1 Rooming accommodation details

**Item 1** 1.1 Address of the rental premises

Room no.					
					Postcode

1.2 Type of rooming accommodation (tick  if applicable)

Level 1    Level 2    Level 3    Student accommodation

1.3 Agent or manager/provider

Name/trading name				
Address				
				Postcode

1.4 Phone                                  Mobile                                  Email

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**Item 2** 2.1 Resident/s

Resident 1 Full name/s			
Phone		Email	
Resident 2 Full name/s			
Phone		Email	

2.2 Address for service (if different from address of the premises in item 1.1). Attach a separate list

**Item 3** 3.1 Manager/provider's agent If applicable. See clause 28

Name/trading name				
Address				
				Postcode

3.2 Phone                                  Mobile                                  Email

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**Item 4** 4.1 Resident's representative for notices If applicable. See clause 29

Name/trading name				
Address				
				Postcode

4.2 Phone                                  Mobile                                  Email

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**Item 5** Notices may be given to  
(Indicate if the email is different from item 1, 2, 3 or 4 above)

5.1 Agent or manager/provider

Email Yes  No   Facsimile Yes  No

5.2 Resident/s

Email Yes  No   Facsimile Yes  No

5.3 Provider's agent

Email Yes  No   Facsimile Yes  No

5.4 Resident's representative

Email Yes  No   Facsimile Yes  No

**Item 6** 6.1 Inclusions provided Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.

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**Item 7** 7.1 The term of the agreement is  fixed term agreement  periodic agreement

7.2 Starting on  7.3 Ending on

Fixed term agreements only. For continuation of agreement, see clause 5

**Item 8** Rent  per  week  fortnight See clause 6(1)

**Item 9** Breakdown of rent See clause 3(1e). Please break down amount of rent for each – in either percentage or dollar values.

Accommodation	<input type="text"/>	Other services (attach a list if necessary)	<input type="text"/>
Food service	<input type="text"/>		
Personal care service See clause 30	<input type="text"/>		

**N.B** The manager/provider/agent acknowledges they do not receive any government funding on behalf of the resident for the services charged for in the breakdown above.

**Item 10** Rent must be paid on the  day of each

Insert day. See clause 6(2)

Insert week/fortnight

**Item 11** Method of rent payment Insert the way the rent must be paid. See clause 6(3)

### Details for direct credit

Bank/building society/credit union

BSB no.  Account name

Account no.  Payment reference

**Item 12** Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)

**Item 13** 13.1 Can the rent be increased?  Yes  No

13.2 How will the rent increase be calculated?

13.3 When will the rent increase start?

Starting on  See clause 8

**Item 14** Rental bond amount \$  See clause 11

**Item 15** Services to be provided Attach list if necessary

**Item 16** Utility services for which the resident must pay See clause 13

**Item 17** House rules have been provided to the resident/s  Yes  No See clause 16

**Item 18** 18.1 Number of persons allowed to reside in the room

18.2 Number of persons allowed to reside at the rental premises  See clause 17

**Item 19** The type and number of pets approved by the provider to be kept in the resident's room See clauses 22A to 22D

Type  Number  Type  Number

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement –

- (a) a reference to **the rental premises** includes a reference to any inclusions for the rental premises stated in this agreement for item 6.1; 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 rooming accommodation agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008* (**the Act**), section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The provider and resident may agree on other terms of this agreement (**special terms**).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) A standard term overrides a special term if they are inconsistent.

*Note* – Some breaches of this agreement may also be an offence under the Act, for example, if –

- the provider or the provider's agent enters the resident's room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider's agent under section 81.

### Division 2 Period of rooming accommodation agreement

#### 3 Start of rooming accommodation agreement

- (1) Written agreement required s77 (4)  
The agreement must –
  - (a) be written in a clear and precise way; and
  - (b) state the provider's name, address and any telephone number and the resident's name and any telephone number; and
  - (c) fully describe the services to be provided under the agreement; and
  - (d) state the amount of rent payable, when it is payable and how it must be paid; and
  - (e) state the components of the rent attributable to accommodation, a food service, a personal care service or another service; and
  - (f) state the amount of any rental bond payable; and
  - (g) for a fixed term agreement, state the term for which it applies; and
  - (h) be signed by the parties; and
  - (i) comply with any other requirement prescribed under a regulation.
- (2) This agreement starts on the day stated in this agreement for item 7.2.

#### 4 Entry condition report – s 81

- (1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.
- (2) The provider must prepare, in the approved form, sign and give the resident 1 copy of a condition report for the room.
- (3) The copy must be given to the resident on or before the day the resident occupies the room under this agreement.
- (4) The resident must mark the copy of the report to show any parts the resident disagrees with, and sign and return the copy to the provider not later than 7 days after the later of the following days –
  - (a) the day the resident occupies the room;
  - (b) the day the resident 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 room when the rooming accommodation agreement started.
- (5) After the copy of the condition report is returned to the provider by the resident, the provider must copy the condition report and return it to the resident within 14 days.
- (6) However, the provider does not have to prepare a condition report for the resident's room if –
  - (a) this agreement has the effect of continuing the resident's right to occupy the room under an earlier rooming accommodation agreement; and
  - (b) in accordance with the Act, a condition report was prepared for the room for the earlier rooming accommodation agreement.
- (7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier rooming accommodation agreement is taken to be the condition report for this agreement.

#### 5 Continuation of fixed term agreement – s 82

- (1) This clause applies if –
  - (a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and
  - (b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

### Division 3 Rent

#### 6 When, how and where rent must be paid – ss 98 and 100

- (1) The resident must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 10.
- (3) The rent must be paid –
  - (a) in the way stated in this agreement for item 11; or
  - (b) in the way agreed after the signing of this agreement by –
    - (i) the provider or resident 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 11 or no way agreed after the signing of this agreement – in an approved way under section 98(4).

*Note* – If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).
- (4) The rent must be paid at the place stated in this agreement for item 12.

- (5) However, if, after the signing of this agreement, the provider gives a notice to the resident 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 12 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place –*

- the provider's address for service
- the provider's agent's office.

## **7 Rent in advance – s 101**

The provider may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent.

*Note – Under section 101(2), the provider or the provider's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.*

## **8 Rent increases – ss 105 and 105B**

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state –
- (a) the amount of the increased rent; and
  - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless –
- (a) this agreement states for item 13.1 rent can be increased; and
  - (b) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
  - (c) the increase is made in accordance with item 13.2.
- (4) Subject to an order of the tribunal, the increased rent is payable from –
- (a) if this agreement is for a fixed term – the day stated in item 13.3; or
  - (b) if this agreement is not for a fixed term – the day stated in the notice.
- (5) However, increased rent is payable by the resident only if –
- (a) the rent is increased in compliance with this clause; and
  - (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 105B; and
  - (c) the increase in rent does not relate to –
    - (i) compliance of the rental premises or inclusions with the prescribed minimum housing standards; or
    - (ii) keeping a pet or working dog in the room.
- (6) Subclauses (1) to (5) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.
- (7) However, subclause (6) does not apply if the provision of the service –
- (a) is necessary for the rental premises or inclusions to comply with the prescribed minimum housing standards; or
  - (b) is a condition of the provider's approval to keep a pet in the room.

## **8A Resident's application to tribunal about rent increase – s 105A**

- (1) After the provider gives the resident notice of a proposed rent increase, the resident may apply to the tribunal for an order setting aside or reducing the increase if the resident believes the increase –
- (a) is excessive; or
  - (b) is not payable under clause 8.
- (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.

## **9 Rent decreases for matters including loss of amenity or service – s 106**

- (1) This clause applies if –
- (a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or
  - (b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the resident has not met the resident's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.
- (3) If the provider and the resident can not agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.

## **10 Rent decreases because of resident's absence – s 107**

- (1) This clause applies if either of the following is not provided to the resident because of the resident's absence –
- (a) a personal care service;
  - (b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.
- (2) The provider and the resident may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the resident can not agree on a reduction in rent for the period of the absence, the resident may apply to a tribunal for an order decreasing the rent by a stated amount for the period.

## **Division 4 Rental bond**

### **11 Rental bond required – ss 111 and 116**

- (1) If a rental bond is stated in this agreement for item 14, the resident must pay to the provider or the provider'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 resident signs this agreement.
- Note – There is a maximum bond that may be required unless your weekly rent is more than \$500. See section 146.*
- (2) The provider or the provider'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 provider if the resident breaches this agreement.

*Example –*

The provider may claim against the bond if the resident does not leave the room in the required condition at the end of the rooming accommodation agreement.

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

## 12 Increase in bond – s 154

- (1) The resident must increase the rental bond if –
  - (a) the rent increases and the provider gives notice to the resident 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 resident is given the notice.

## Division 5 Outgoings

### 13 Charge for utility service – s 170

The resident must pay an amount for utility services supplied to the rental premises during this agreement if –

- (a) the service is stated in this agreement for item 16; and
- (b) the resident's room is individually metered for the utility service by an appliance approved by the supplying entity.

*Note* – Section 170(2)(b) limits the amount the resident must pay.

## Division 6 Rights and obligations of provider and resident

### 14 Provider's obligations – ss 247 and 249

- (1) The provider has the following obligations –
  - (a) to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas;
  - (b) to take reasonable steps to ensure the resident –
    - (i) always has access to the resident's room and to bathroom and toilet facilities; and
    - (ii) has reasonable access to any other common areas;
  - (c) to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;
  - (d) to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;
  - (e) to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas –
    - (i) are kept safe and in good repair; and
    - (ii) subject to any agreement with the resident about cleaning the resident's room or common areas or facilities – are kept clean;
  - (f) not to unreasonably restrict the resident's guests in visiting the resident;
  - (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
  - (h) to ensure the rental premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the rental premises or inclusions.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider.

*Example for subclause (2)* –

Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done by the 4 residents.

- (3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

### 15 Resident's obligations generally – s 253

- (1) The resident has the following obligations –
  - (a) to use the resident's room and common areas only or mainly as a place of residence;
  - (b) not to use the resident's room or common areas for an illegal purpose;
  - (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;
  - (d) to pay the rent when it falls due;
  - (e) not to keep an animal on the rental premises without the provider's permission;
  - (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;
  - (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
  - (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard;

*Examples of a fire hazard* –

- allowing newspapers to build up in the resident's room
- blocking access to the resident's room.

- (2) The resident's obligations under subclause (1) do not apply to the extent the obligations would have the effect of requiring the resident to repair, or compensate the provider for, damage to the resident's room or inclusions caused by an act of domestic violence experienced by the resident.

### 16 House rules – ss 266–276

- (1) The resident must comply with the house rules for the rental premises.
- (2) The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
- (3) The provider or the provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the residents.
- (4) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following –
  - (a) proposed changes and the day the changes are to take effect;
  - (b) that the resident may object to the changes and how an objection may be made.
- (5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

### 17 Number of occupants allowed

- (1) No more than the number of persons stated in this agreement for item 18.1 may reside in the room.
- (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.

## 19 Supply of locks and keys – s 250

- (1) The provider must supply and maintain all locks necessary to ensure the resident's room is reasonably secure.
- (2) The provider must give the resident a key for each lock that secures an entry to the following –
  - (a) the resident's room;
  - (b) a building or building within which the resident's room and common areas are situated.
- (3) The resident must not make a copy of the key without the provider's permission.
- (4) The resident must not tamper with a door lock in the rental premises.

## 20 Changing locks – s 251

- (1) The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood of –
  - (a) risk to the resident's safety; or
  - (b) theft of, or damage to, the resident's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.
- (3) Also, the provider must change or repair the lock if the request states it is made for the purpose of protecting the resident from domestic violence.
- (4) If the provider changes a lock because of a request mentioned in subclause (3), the provider must not give the key for the changed lock to any other person other than the resident without the resident's agreement or a reasonable excuse.

## 21 Fixtures or structural changes – ss 254-256

- (1) The resident may attach a fixture, or make a structural change, to the rental premises only if the provider 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 provider'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 resident may remove the fixture
- that the resident must repair damage caused when removing the fixture
- that the provider must pay for the fixture if the resident can not remove it

- (3) If the provider does agree, the resident must comply with the terms of the provider's agreement.
- (4) The provider must not act unreasonably in failing to agree.
- (5) If the resident attaches a fixture, or makes a structural change, to the rental premises without the provider's agreement, the provider 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 rental premises for the provider's benefit (that is, treat it as belonging to the provider, without having to pay the resident for it).

## 22 Provider's right to enter resident's room – ss 257-262

The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

## Division 6A Pets

### 22A Keeping pets and other animals in resident's room – ss 256B and 256G

- (1) The resident may keep a pet or other animal in the resident's room only with the approval of the provider.
- (2) However, the resident may keep a working dog at the premises without the provider's approval.
- (3) The resident has the approval of the provider to keep a pet in the resident's room if keeping the pet in the room is consistent with item 19.

*Notes* –

- 1 If item 19 states 2 cats, the resident is approved by the provider to keep up to 2 cats in the resident's room.
- 2 For additional approvals to keep a pet or other animal in the resident's room see clause 22C.
- (4) An authorisation to keep the pet or working dog in the resident's room continues for the life of the pet or working dog and is not affected by any of the following matters –
  - (a) the ending of this agreement, if the resident continues occupying the premises under a new agreement;
  - (b) a change in the provider or provider's agent;
  - (c) for a working dog – the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal in the resident's room may be restricted by a body corporate by-law, house rules or other law about keeping animals at the rental premises.

*Examples* –

- 1 The rental premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The rental premises may be subject to a body corporate by-law that requires the resident to obtain approval from the body corporate before keeping a pet at the premises.

### 22B Resident responsible for pets and other animals – s 256C

- (1) The resident is responsible for all nuisance caused by a pet or other animal kept in the resident's room, including, for example, noise caused by the pet or other animal.
- (2) The resident is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the resident's room or inclusions caused by the pet or other animal is not fair wear and tear.

### 22C Request for approval to keep pet – ss 256D and 256E

- (1) The resident may, using the approved form, request the provider's approval to keep a stated pet in the resident's room.
- (2) The provider must respond to the resident's request within 14 days after receiving the request.
- (3) The provider's response to the request must be in writing and state –
  - (a) whether the provider approves or refuses the resident's request; and
  - (b) if the provider approves the resident's request subject to conditions – the conditions of the approval; and

*Note* – See clause 22D for limitations on conditions of approval to keep a pet in the resident's room.
- (c) if the provider refuses the resident's request –
  - (i) the grounds for the refusal; and
  - (ii) the reasons the provider believes the grounds for the refusal apply to the request.
- (4) The provider may refuse the request for approval to keep a pet in the resident's room only on 1 or more of the following grounds –
  - (a) keeping the pet would exceed a reasonable number of animals being kept in the room or at the rental premises;
  - (b) the room is unsuitable for keeping the pet because of a

- lack of appropriate space or another things necessary to humanely accommodate the pet;
- (c) keeping the pet is likely to cause damage to the room or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the room;
  - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
  - (e) keeping the pet would contravene a law;
  - (f) keeping the pet would contravene a body corporate by-law or house rule applying to the rental premises;
  - (g) if the provider proposed reasonable conditions for approval and the conditions comply with clause 22D – the resident has not agreed to the conditions;
  - (h) the animal stated in the request is not a pet as defined in section 256A;
  - (i) another ground prescribed by a regulation under section 256E(1)(i).
- (5) The provider is taken to approve the keeping of the pet in the resident's room if –
- (a) the provider does not comply with subclause (2); or
  - (b) the provider's response does not comply with subclause (3).

### **22D Conditions for approval to keep pet in resident's room – s 256F**

- (1) The provider's approval to keep a pet in the resident's room may be subject to conditions if the conditions –
  - (a) relate only to keeping the pet in the resident's room; and
  - (b) are reasonable having regard to the type of pet, the room and the rental premises; and
  - (c) are stated in the written approval given to the resident in a way that is consistent with clause 22C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the provider's approval are taken to be reasonable –
  - (a) a condition requiring the pet generally be kept in the resident's room;
  - (b) if the pet is capable of carrying parasites that could infest the resident's room – a condition requiring the room to be professionally fumigated at the end of this agreement;
  - (c) if the pet is allowed inside the resident's room – a condition requiring carpets in the room to be professionally cleaned at the end of this agreement.
- (3) A condition of the provider's approval to keep a pet in the resident's room is void if the condition –
  - (a) would have the effect of the provider contravening section 176 or 177; or
  - (b) would, as a term of this agreement, be void under section 178; or
  - (c) would increase the rent or rental bond payable by the resident; or
  - (d) would require any form of security from the resident.
- (4) For subclause (2), the resident's room is professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

## **Division 7 When agreement ends**

### **23 Ending of agreement – s 366**

- (1) This agreement ends only if –
  - (a) the provider and resident agree, in a separate written document, to end this agreement; or
  - (b) the provider gives the resident a notice requiring the resident to leave the rental premises and the resident leaves the premises; or

*Note* – The notice must comply with chapter 5, part 2 of the Act.

- (c) the resident or provider gives a notice terminating the agreement on a stated day; or
 

*Note* – The notice must comply with chapter 5, part 2 of the Act.
  - (d) the resident vacates, or is removed from, the rental premises after receiving a notice from a mortgagee or appointed person under section 384; or
  - (e) the resident abandons the resident's room and the period for which the resident has paid rent has ended; or
 

*Note* – See section 509 for indications a resident has abandoned a room.
  - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole resident if –
- (a) the resident gives the provider a notice ending residency interest and vacates the rental premises; or
 

*Note* – See chapter 5, part 2, division 3, subdivision 2A of the Act for the obligations of the resident and provider relating to a notice ending residency interest.
  - (b) the resident dies.
 

*Note* – See section 387A for when this agreement ends if a sole resident dies.

### **24 Condition room must be left in – 253(1)(i) and (2)**

- (1) At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, 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
- (2) The resident's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the resident to repair, or compensate the provider for, damage to the resident's room or inclusions caused by an act of domestic violence experienced by the resident.

### **25 Keys**

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

### **26 Goods or money left behind in rental premises – ss 392 and 393**

- (1) The resident must take all of the resident's belongings from the rental premises at the end of this agreement.
- (2) The provider must not treat belongings left behind as the provider's own property, but must deal with them under sections 392 and 393.

## **Division 9 Miscellaneous**

### **27 Supply of goods and services – s 176**

- (1) The provider or the provider's agent must not require the resident to buy goods or services from the provider or a person nominated by the provider or agent.
- (2) Subclause (1) does not apply to –
  - (a) a requirement about a food service, personal care service or utility service; or
 

*Note* – See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.
  - (b) a condition of an approval to keep a pet in the resident's room if the condition –
    - (i) requires the carpets in the room to be cleaned, or the room to be fumigated, at the end of this agreement; and
    - (ii) complies with clause 22D; and
    - (iii) does not require the resident to buy cleaning or fumigation services from a particular person or business.

## 28 Provider's agent

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

## 29 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative –
  - (a) by giving it to the party, agent or representative personally; or
  - (b) if an address for service for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 – 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, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, the provider's agent or a representative 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, agent or representative by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
- (6) A party, the provider's agent or a representative 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, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
- (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.
- (9) In this clause –  
**representative** means a person acting for the resident under section 525(1)(c).

## 30 Dictionary – Schedule 2

- personal care service** means a service of regularly providing a resident with –
- (a) help in –
    - (i) bathing, toileting or another activity related to personal hygiene; or
    - (ii) dressing or undressing; or
    - (iii) consuming a meal; or
    - (iv) meeting a mobility problem of the resident; or
    - (v) taking medication; or
  - (b) help in managing the resident's financial affairs.



### Part 3 Special terms

Insert any special terms here. See clause 2(4) to 2(6)

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

Signature of the agent, manager/provider or provider's agent

Name/trading name

Signature

Date

Signature of resident 1

Indicate if acting on authority under *Guardianship and Administration Act 2000* or *Powers of Attorney Act 1998*.

Print name

Signature

Date

Signature of resident 2

Indicate if acting on authority under *Guardianship and Administration Act 2000* or *Powers of Attorney Act 1998*.

Print name

Signature

Date