

**Appointment and reappointment of a real estate agent, resident letting agent or auctioneer***Residential sales and purchase, leasing and property management  
Property Occupations Act 2014*

This form is effective from 1 May 2024

ABN: 13 846 673 994

**Part 1—Client details****Client 1**

Note: The client is the person or entity appointing the agent to provide the services. This may be the owner (or authorised representative of the owner) of the property that is to be sold or may be a prospective buyer seeking to purchase a property.

Client name .....

ABN .....

ACN .....

Are you registered for GST? ☐ Yes ☒ No

Address .....

Suburb ..... State ..... Postcode .....

Phone ..... Fax ..... Mobile.....

Email address.....

**Client 2**

Note: Annexures detailing additional clients may be attached if required.

Client name .....

ABN .....

ACN .....

Are you registered for GST? ☐ Yes ☒ No

Address .....

Suburb ..... State ..... Postcode .....

Phone ..... Fax ..... Mobile.....

Email address.....

**Part 2—Licensee details****Licensee type**

More than one box may be ticked if appropriate.

Note: Annexures detailing conjuncting agents may be attached if required.

**Licensee name**

Where a corporation licensee is to be appointed, state the corporation's name and licence number.

Where a sole trader is to be appointed, state the individual's name and licence number.

☒ Real estate agent ☐ Resident letting agent ☐ Property auctioneer

Trading name Demarose Pty Ltd ACN 059 578 700 T/A First National Wynnum Manly

Licensee name (corporation, if applicable)

Demarose Pty Ltd

ABN 32 292 754840

ACN 059 578 700

Licence number 1606219

Expiry 18 / 02 / 2026  
DD MM YYYY

Address 3/188 Stratton Terrace

POSTAL: PO Box 5364

Suburb MANLY ..... State QLD ..... Postcode 4179

Phone 07 3893 2000 ..... Fax 07 3893 2555 ..... Mobile 0434 301 211

Email address info@fnwm.com.au

## Part 3—Details of property that is to be sold, let, purchased or managed

Please provide details of the property or land as appropriate.

Note: Annexures detailing multiple properties may be attached if required.

Description Residential House and Land

Address

Suburb State Postcode

Lot Plan

Title reference

## Part 4—Appointment of property agent

### Section 1

#### Performance of service

Annexures detailing the performance of service may be attached if required.

The client appoints the agent to perform the following service/s:

☐ Sale ☐ Purchase ☒ Letting / collection of rent / management

☐ Auction Auction date / / (must be completed)  
DD MM YYYY

☐ Other (please specify)

### Section 2

#### Term of appointment

**Sole and exclusive appointments:** for sales of one or two residential properties, the term is negotiable and agent can be appointed or reappointed up to a maximum of 90 days per term. There are no limitations on the length of an appointment for anything other than a residential property sale.

☐ Single appointment for a particular service or services

Start / / End / /  
DD MM YYYY DD MM YYYY

☒ Continuing appointment for a service or a number of services over a period

Start / /  
DD MM YYYY

### Section 3

#### Price

State the price for which the property is to be sold or let.

Note: Bait advertising is an offence under the Australian Consumer Law.

☐ Reserve ☐ List ☒ Letting

\$..... per week (subject to change pending market conditions)

- For auctions: If a reserve price is unknown at the time of appointment, it can be advised *in writing* at a later date.
- For residential property auctions and residential properties to be marketed without a price: If the client agrees to marketing via an *electronic listing provider*, the client agrees for the agent to disclose to the *electronic listing provider* a price or price range of

\$..... to establish a search criteria.

### Section 4

#### Instructions/conditions

The client may list any condition, limitation or restriction on the performance of the service.

Note: Annexures detailing instructions/conditions may be attached if required.

- Refer to attached REIQ Property Management Schedule (Residential Property)
- Refer to attached Annexure A Property Occupations Form 6 - Appointment of Real Estate Agent (Residential Property Management)

## Part 5—Termination of appointment

<b>Residential sales of 1 or 2 properties only</b>	<b>Open listing:</b> You may terminate in writing at any time. <b>Sole or exclusive:</b> The client and agent can agree in writing to end the appointment early. For appointments of 60 days or more, either party can end the appointment by giving 30 days written notice, but the appointment must run for at least 60 days unless both parties agree to an earlier end date.
<b>Open listing</b>	You may terminate an open listing for residential property sales at any time.
<b>Other fixed term appointments</b> (excluding residential property sales)	The parties may agree to a fixed term appointment of their choice. This term may be ended earlier by mutual agreement.
<b>Continuing appointments</b> (for example: letting, collection of rents etc)	You may terminate in writing with 30 days notice, or less if both parties agree.

## Part 6—Property sales: open listing, sole agency or exclusive agency

### To the client

You may appoint an agent to sell a property on the basis of an open listing, or a sole agency, or exclusive agency.

The following information explains the circumstances under which you will, and won't, have to pay a commission to the agent if the property is sold during their term of appointment.

### ☐ OPEN LISTING

- You appoint the agent to sell the property but you retain a right to appoint other agents on similar terms, without penalty or extra commission.
- No end date required.
- Appointment can be ended by either you or the agent at any time by giving written notice.

#### When you must pay the agent

- The agent is entitled to the agreed commission if the agent is the effective cause of sale.

#### When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

### ☐ SOLE AGENCY

#### When you must pay the agent

- If you appoint a new agent during an existing agent's sole agreement term and the property is sold during that term, you may have to pay:
  - A commission to each agent (two commissions)
  - Damages for breach of contract arising under the existing agent's appointment

#### When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

### ☐ EXCLUSIVE AGENCY

#### When you must pay the agent

- The client will pay the appointed agent whether this agent, any other agent, or person (including the client themselves) sells the property during the term of the appointment.
- If the client sells the property, the exclusive appointment expires and if the agent was the effective cause of sale (introduced the buyer to the property) the agent may be entitled to commission.

At the end of the sole or exclusive agency, the parties ☐ Agree ☐ Do not agree

that the appointment will continue as an open listing. (Please tick whichever is relevant.)

The Client acknowledges and accepts that the following notice is provided in accordance with the Agent's obligations under section 103 of the *Property Occupations Act 2014* (QLD):

(1) The agent has discussed with the client:

- whether the appointment of agent is to be for a sole agency or exclusive agency; and
- the proposed term of the appointment; and
- the consequences for the client if the property is sold by someone other than the agent during the term of the appointment.

## Part 6—Property sales: open listing, sole agency or exclusive agency continued

### Acknowledgement for sole and exclusive agency

I/we acknowledge the appointed agent has provided me/us with information about sole and exclusive agency appointments.

Client .....

Date    /    /  
DD   MM   YYYY

Client .....

Date    /    /  
DD   MM   YYYY

Agent .....

Date    /    /  
DD   MM   YYYY

## Part 7—Commission

### To the client

The commission is negotiable. It must be written as a percentage or dollar amount.

Make sure you understand when commission is payable. If you choose 'Other' and the contract does not settle, the agent may still seek commission.

### To the agent

You should ensure that commission is clearly expressed and the client fully understands the likely amount and when it is payable. Refer to section 104 and 105 of the *Property Occupations Act 2014*.

The client and the agent agree that the commission **including GST payable** for the service to be performed by the agent is:

Refer to Item E (Commission) of the attached Item Schedule

.....

### When commission is payable

☐ For sales, including auctions, commission is payable if a contract is entered into and settlement of the contract occurs.

Refer to attached REIQ Property Management Schedule (Residential Property)

☒ Other .....  
(for specific other circumstances in which commission is payable see annexure).

For all other types of appointments:

.....

This area has been intentionally left blank.



## Part 8—Authorisation to incur fees, charges and expenses

The client authorises the agent to incur the following expenses in relation to the performance of the service/s. Annexures may be attached if required.

### Section 1 Advertising/marketing

#### To the client

Your agent may either complete this section or attach annexures of marketing/advertising activities. In either case, the *authorised amount* must be written here.

Authorised amount \$.....

When payable      /      /  
                         DD   MM   YYYY

### Section 2 Repairs and maintenance (if applicable)

#### Residential Sales

The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$.....

#### Property Management

##### Routine Repairs

The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$. Equivalent to 2 weeks rent for routine repairs | \$2000 for emergency repairs only.....

#### Emergency Repairs (S214 of the *Residential Tenancies and Rooming Accommodation Act 2008*)

For residential rental properties, the value for Emergency Repairs is 4 weeks rent per property (s219A of the *Residential Tenancies and Rooming Accommodation Act 2008*).

### Section 3 Other

Description of fees and charges.

The agent may either complete this section or attach annexures.

#### Description

#### Amount

#### When payable

Tribunal Lodgement Application.....

At cost.....

Upon Event.....

Title Search.....

At cost.....

Upon Event.....

.....

.....

.....

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.....

.....

### Section 4 Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service

#### Service

#### Source

#### Estimated amount

.....

.....

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.....

This area has been intentionally left blank.

## Part 9—Signatures

### WARNING: THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.

This form enables the client to appoint, or reappoint, a property agent, resident letting agent or property auctioneer (the 'agent') for the sale, letting/management, collection of rent, auction or purchase of real property. This form must be completed and given to the client before the agent performs any service for the client. Failure to do so may result in a penalty and loss of commission for the agent. If you are unclear about any aspect of this form, or the fees you will be charged, do not sign it. Seek legal advice. If you need more information about this form including what an agent needs to disclose, you can visit the Office of Fair Trading website at [www.qld.gov.au/fairtrading](http://www.qld.gov.au/fairtrading) or phone on 13 QGOV (13 74 68).

<b>Client 1</b>	Full name .....  Signature ..... D D / M M / Y Y Y Y
<b>Client 2</b>	Full name .....  Signature ..... D D / M M / Y Y Y Y
<b>Agent</b> A registered real estate salesperson working for an agency or an authorised representative of a corporate entity, in accordance with the <i>Corporations Act 2001</i> (Cth) can sign this form on behalf of the licensed agent.	Full name Janelle McGregor on behalf of First National Wynnum Manly  Signature ..... D D / M M / Y Y Y Y
<b>Schedules and attachments</b> List any attachments.	1. Refer to attached REIQ Property Management Schedule (Residential Property) 2. Refer to attached Annexure A Property Occupations Form 6 - Appointment of Real Estate Agent (Residential Property Management)

## Part 10—Reappointment

Use this section to reappoint your agent. A new appointment form is required if any of the terms or conditions are to change. Your agent can only be reappointed within 14 days before the contract ends - not before.  Limitations apply on reappointments for sole or exclusive agency appointments for residential property sales.	I/we (the client) reappoint .....
	..... (the agent) to D D / M M / Y Y Y Y
	Client's name .....
	Signature ..... D D / M M / Y Y Y Y
	Client's name .....
	Signature ..... D D / M M / Y Y Y Y

This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.

# Property Management Schedule

Residential Property

## ITEMS SCHEDULE

### A PRIOR APPOINTMENT

Pursuant to section 21 of the *Property Occupations Regulation 2014* (Qld), prior to accepting this Appointment of Property Agent, the Agent must take reasonable steps to find out whether the Client has already appointed another property agent to perform the service(s) listed in this Appointment of Property Agent.

- ☒ The Client acknowledges that the Agent has taken reasonable steps to find out whether the Client has already appointed another property agent to perform the service(s) listed in this Appointment of Property Agent.

(select one)

- ☐ The Client warrants that another property agent has not been appointed to perform the service(s) listed in this Appointment of Property Agent.

**Note: The Client should refer to Clauses 4.1, 4.2 and 4.3 of the Essential Terms and Conditions.**

**OR**

- ☐ The Client is not able to warrant that another property agent has **not** been appointed to perform the service(s) listed in this Appointment of Property Agent and the Client acknowledges that a statement in accordance with section 21 (4) of the *Property Occupations Regulation 2014* (Qld) (**Prior Appointment Statement**) has been provided by the Agent.

**Note: A copy of the Prior Appointment Statement provided to the Client must be annexed to this Appointment of Property Agent.**

### B PROPERTY DETAILS

**Note: This section must be completed based on the Client's instructions.**

	(Total number of)		(Total number of)
Bedrooms	_____	Dining/Kitchen combined	_____
Lounge	_____	Pantry	_____
Dining	_____	Ensuite	_____
Lounge/Dining combined	_____	Separate toilets	_____
Rumpus/Family	_____	Separate shower	_____
Media room	_____	Laundry	_____
Bathroom	_____	Study/Office	_____
Kitchen	_____	Garden shed/shed/stables	_____
Garage	_____		
Other rooms	_____		

Facts material to the lease of the Property:  
**Agent must take reasonable steps to find out/verify any facts material to the lease of the Property**

(refer to s20 of the *Property Occupations Regulation 2014*)

**Note: Within the first 3 months of a tenancy, the Tenant may apply to the Queensland Civil and Administrative Tribunal for a termination order because they have received false or misleading information about:**

- (a) the condition of the Property or inclusions; or
- (b) the services provided for the Property; or
- (c) a matter relating to the Property that is likely to affect the Tenant's quiet enjoyment of the Property; or
- (d) the General Tenancy Agreement or any other document required to be given to the Tenant under the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld); or  
For Example: body corporate by-laws that apply to the Property
- (e) the rights and obligations of the Tenant or Client (as lessor) under the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).

### C DATE PROPERTY AVAILABLE FOR OCCUPANCY

Date available: \_\_\_\_\_

**INITIALS** (Note: initials not required if signed with Electronic Signature)

000035302391

**D****RENT**

Rent to be paid to:

☐ Client by cheque☒ Financial Institution: \_\_\_\_\_

ACCOUNT NAME: \_\_\_\_\_

BRANCH: \_\_\_\_\_

BSB: \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_

Amount or %: \_\_\_\_\_

Please complete section below if Client requires split payment.

☐ Client by cheque☐ Financial Institution: \_\_\_\_\_

ACCOUNT NAME: \_\_\_\_\_

BRANCH: \_\_\_\_\_

BSB: \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_

Amount or %: \_\_\_\_\_

Payment to be made: 15th of the month &amp; last day of month (or business day before if 15th / last day of the month falls on a weekend)

☐ Monthly ☒ Other (please specify): Mid and End of Month

Statement issued: Statements prepared and sent with disbursements

☐ Monthly ☐ Other (please specify): \_\_\_\_\_**NOTE TO CLIENT:** Under the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*, a lessor or property manager cannot invite, solicit or accept an offer from a prospective tenant to:

- to pay rent above the advertised rental price; or
- when a tenancy is advertised or offered, pay rent in advance of more than:
  - 1 month for general tenancies; or
  - 2 weeks' for periodic tenancies, rooming accommodation or moveable dwellings.

Rent can only be increased once per 12-month period for the Property, regardless of whether there has been a change of ownership or tenant within the 12-month period. The Client must provide the Agent with any information the Agent requires to confirm the last date the rent was increased for the Property (**see Item T Disclosure**).

**NOTE:** Under section 22 of the *Property Occupations Regulation 2014 (Qld)* the Agent must act in accordance with a Client's instructions unless it is contrary to Division 2, Part 5 of the Regulation or otherwise unlawful to do so.

**RENT IN ADVANCE**

During the tenancy, the tenant may elect to pay rent in advance that is greater than the statutory limits (listed above).

If this occurs, the Agent may seek further instructions from the Client regarding the disbursement of any rent paid in advance.

**E****COMMISSIONS**

(Note: The Client should refer to Part 7 of the Property Occupations Form 6)

Where the commission is expressed as a percentage, the commission is actually worked out on:

- for the letting of the property - the actual rental for the property;
- for the collecting of rents - the actual amount of rent collected.

Description	Amount (GST inclusive)		When Payable
Letting commission:	\$	per let	Based on 1x weeks rent at \$ pw +GST; payable after new Tenancy begins
Rent collection commission:	_____	_____	_____
Other:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

## F FEES, CHARGES AND EXPENSES

(Note: The Client should refer to Part 8 of the Property Occupations Form 6)

Description	Amount (GST inclusive)	When Payable
Management fee:	8.8%	When disbursed monthly / twice monthly
Lease negotiation/Renewal fee:	INCLUDED	
Maintenance/Repair fee:	INCLUDED	
Periodic inspection fee:	INCLUDED	
End of financial year statement fee:	INCLUDED	
Title search:	N/A	
Mediation/Tribunal fee:	INCLUDED	
Other fees:	N/A	

Advertising/Marketing:

N/A

Administrative Expenses:

(e.g. STD phone calls,  
fax transmissions and bank fees)

INCLUDED

Other Expenses:

(e.g. title search at cost)

N/A

## G DISBURSEMENTS

To be paid by the Agent for the Client from money received for or from the Client:

Invoices for repair & maintenance charges:

☒ Yes ☐ No

All local and state government rates, charges and levies:

☒ Yes ☐ No

Body corporate levies:

☒ Yes ☐ No

Other:

INITIALS (Note: initials not required if signed with Electronic Signature)

000035302391

## H SERVICES

### Water Charges

← Client to complete, please select one of the following options.

The Client's instructions to the Agent with respect to the passing on of any or all of the water consumption charges in respect to the Property to the Tenant are:

☒ The Client advises the Agent that the Property identified in Part 3 hereof **does** comply with the "prescribed water efficiency levels" and all water consumption charges in respect of the Property are passed on to the Tenant.

☐ The Client advises the Agent that the Property identified in Part 3 hereof **does not** comply with the "prescribed water efficiency levels" and the property is individually metered for water. The Client will pay the reasonable amount of water costs up to:

45 \_\_\_\_\_ Kilotres, every 3 \_\_\_\_\_ month/s.

The Tenant will pay for all water consumption charges above the Client's reasonable amount.

☐ The Client advises that the property is not individually metered for water. The Client must pay all water costs.

☐ Other instructions (please specify):

### OTHER SERVICES

The Tenant must pay for:

← Yes or no. If yes, and not separately metered, specify proportion.

(a) electricity: No ☐ Yes ☒ 100 \_\_\_\_\_ %

(b) gas: No ☐ Yes ☒ 100 \_\_\_\_\_ %

(c) telephone: No ☐ Yes ☒ 100 \_\_\_\_\_ %

(d) any other service that the Tenant must pay INTERNET, FOXTEL, LIGHT GLOBE REPLACEMENTS, REMOTE BATTERIES

## I REPAIRS AND NOMINATED REPAIRERS

Pursuant to section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)* (RTRA Act), the Client is required, at the start of the tenancy, to ensure:

- (a) The Property and inclusions are clean; and
- (b) The Property is fit for the tenant to live in; and
- (c) The Property and inclusions are in good repair; and
- (d) They are not in breach of legislation dealing with issues about the health or safety of persons using or entering the property; and
- (e) The Property and inclusions otherwise comply with any applicable prescribed minimum housing standards.

Whilst the tenancy continues, the Client:

- (a) Must maintain the Property in a way that it remains fit for the tenant to live in; and
- (b) Must maintain the Property and inclusions in good repair; and
- (c) Must ensure that any legislation dealing with issues about the health or safety of persons using or entering the Property are complied with; and
- (d) If the Property includes a common area, must keep the area clean; and
- (e) Must ensure the Property and inclusions otherwise comply with any applicable prescribed minimum housing standards.

"Emergency repairs" are defined in section 214 of the RTRA Act as meaning:

- (a) a burst water service or a serious water service leak;
- (b) a blocked or broken lavatory system;
- (c) a serious roof leak;
- (d) a gas leak;
- (e) a dangerous electrical fault;
- (f) flooding or serious flood damage;
- (g) serious storm, fire or impact damage;
- (h) a failure or breakdown of the gas, electricity or water supply to the Property;
- (i) a failure or breakdown of an essential service or appliance on the property for hot water, cooking or heating;
- (j) a fault or damage that makes the Property unsafe or insecure;
- (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the Property;
- (l) a serious fault in a staircase, lift or other common area of the Property that unduly inconveniences a tenant in gaining access to, or using, the Property.

Also, **emergency repairs** are works needed for the Property or inclusions to comply with the prescribed minimum housing standards.

"Routine repairs" are defined in section 215 of the RTRA Act as meaning "repairs that are not emergency repairs".

To ensure that the Client complies with his/her obligations under section 185 of the RTRA Act referred to above, and with regard to the Client's instructions contained in Part 8, Section 2 of this Appointment of Property Agent, the Client authorises the Agent to arrange for routine and emergency repairs and maintenance.

INITIALS (Note: initials not required if signed with Electronic Signature)

000035302391

**I REPAIRS AND NOMINATED REPAIRERS** *(continued)*

The Client nominates the following contractors pursuant to s216 of the RTRA Act, as Nominated Repairer to be stated in the General Tenancy Agreement or written notice given to the Tenant.

Agency Preferred	Client Preferred
<input checked="" type="checkbox"/> Electrician	<input type="checkbox"/> Electrician Company Name: <u>RTL TRADES</u> Contact Person: _____ Email: _____ Mobile: _____
<input checked="" type="checkbox"/> Plumbing	<input type="checkbox"/> Plumbing Company Name: <u>RTL TRADES</u> Contact Person: _____ Email: _____ Mobile: _____
<input checked="" type="checkbox"/> Smoke alarm technician	<input type="checkbox"/> Smoke alarm technician Company Name: <u>BENIC ELECTRICAL</u> Contact Person: _____ Email: _____ Mobile: <u>0403 004 244</u>
<input checked="" type="checkbox"/> Carpenter	<input type="checkbox"/> Carpenter Company Name: _____ Contact Person: _____ Email: _____ Mobile: _____
<input checked="" type="checkbox"/> Pool contractor (if applicable)	<input type="checkbox"/> Pool contractor (if applicable) Company Name: _____ Contact Person: _____ Email: _____ Mobile: _____
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____ Company Name: _____ Contact Person: _____ Email: _____ Mobile: _____

The Client is required to advise the Tenant in the General Tenancy Agreement which party is their first point of contact to arrange for emergency repairs.

The Client selects the following (select one only):

- ☐ the above named Nominated Repairer is to be the tenant's first point of contact  
☐ the Agent's contact details are to be provided as the Tenant's first point of contact  
☐ the Client's contact details are to be provided as the Tenant's first point of contact

The Client warrants that the Nominated Repairers preferred by the Client are:

- (i) Appropriately qualified (if applicable);
- (ii) Licensed (if applicable);
- (iii) Hold adequate public liability insurance; and
- (iv) Hold adequate professional indemnity insurance (if applicable) with respect to the discharge of their duties and/or the provision of their services.



**J WARRANTY OR MAINTENANCE CONTRACTS**

Appliance: _____	With: _____	Expiry: _____
Appliance: _____	With: _____	Expiry: _____
Appliance: _____	With: _____	Expiry: _____
Appliance: _____	With: _____	Expiry: _____
Servicing: _____	Contractor: _____	Frequency: _____
Servicing: _____	Contractor: _____	Frequency: _____
Servicing: _____	Contractor: _____	Frequency: _____
Servicing: _____	Contractor: _____	Frequency: _____

**K PETS APPROVED FOR GENERAL TENANCY AGREEMENT****NOTE:**

If a proposed tenant makes a request to keep a pet in their tenancy application, or, an existing tenant makes a request to keep a pet in a rental property (Form 21), the Agent will seek the Clients' instructions in relation to that request and what options are available to the Client. If the property is to be listed as pet friendly, the Client will consider the following number and types of pets:

Type: _____	Number: _____
Type: _____	Number: _____

**L POOL SAFETY**

Does the property have a regulated pool? ☐ Yes - Refer to attached Pool Safety Annexure ☒ No

**M NUMBER OF APPROVED OCCUPANTS TO RESIDE AT THE PROPERTY**

The Client permits \_\_\_\_\_ REFER TO CLIENT ON APPLICATION \_\_\_\_\_ occupants to reside at the Property.

**N SPECIAL CONDITIONS FOR TENANCY**

**Note: This section should be completed by the Client or the Client's solicitor. Pursuant to section 24 of the Legal Profession Act 2007 (Qld), an Agent is prevented from inserting or altering special terms or conditions unless:**

- (1) Authorised by the client to do so; OR
- (2) The special terms and conditions are provided to the Agent in writing as an insertion or alteration to be included; OR
- (3) The special terms and conditions were originally drafted by a solicitor and have not been altered.

**Note: A POA licensee cannot provide legal advice in relation to this contract or any other document such as the General Tenancy Agreement.**

**SPECIAL CONDITIONS:**

Refer to attached Annexure A Property Occupations Form 6 - Appointment of Real Estate Agent (Residential Property Management) - Item 1

**O INSURANCE** *Note: This section must be completed based on Client instructions.*

Public Liability Insurance:	INSURER: _____	POLICY NUMBER: _____
<b>Note: See Clause 4.15.1 of the Essential Terms and Conditions. The Client MUST have Public Liability Insurance.</b>		
Building Insurance:	INSURER: _____	POLICY NUMBER: _____
Contents Insurance:	INSURER: _____	POLICY NUMBER: _____
Lessor (Landlord Protection) Insurance:	INSURER: _____	POLICY NUMBER: _____

**INITIALS** (Note: initials not required if signed with Electronic Signature)

000035302391

## P BODY CORPORATE

Name of Plan/Body Corporate: \_\_\_\_\_

CTS: \_\_\_\_\_

Secretary:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Corporate Manager:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**Note: It is a requirement under section 69 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) that a copy of the relevant by-laws be provided when the tenancy agreement is given to the Tenant for signing.**

- ☐ The Client has provided a copy of the body corporate by-laws to the Agent.
- ☐ The Client confirms that body corporate approval is required for a pet approval at the Property.

## Q CLIENT'S EMERGENCY CONTACT

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE (W): \_\_\_\_\_ PHONE (H): \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## R PRIVACY

- ☒ The Client acknowledges that they have, where necessary, been provided with and completed, a Privacy Notice and Consent by the Agent in the form **annexed** to this Appointment of Property Agent or located on the Agent's website at: <http://www.firstnationalwynnummanly.com.au> and they fully understand that the collection and use of personal information contained in the *Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer*, this Schedule, the Essential Terms and Conditions and any additional annexures, is in accordance with the Privacy Notice and Consent.

## S REPAIR ORDERS

At the commencement of this Appointment of Property Agent, the Client:

- ☐ Warrants that there is no current Repair Order about repairs to the Property or inclusions;
- OR**
- ☐ Confirms that there is a current Repair Order about repairs to the Property or inclusions, which has been provided to the Agent;
- AND**
- ☐ Acknowledges that details of the Repair Order will be included in the General Tenancy Agreement until the Repair Order is complied with.

**Note: The Client should refer to sections 221 to 221C of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld)**

INITIALS (Note: initials not required if signed with Electronic Signature)

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**T****DISCLOSURE**

- ☒ The Client warrants that the prior General Tenancy Agreement for the Property (if any) was not ended by the Client for any of the following reasons within 6 months of the commencement of this Appointment of Property Agent:
- (a) Notice to leave for sale contract (section 286); or
  - (b) Notice to leave for change of use (section 290E); or
  - (c) Notice to leave for owner occupation (section 290G),

**Note: The Client refer to sections 365A to 365D of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) regarding offences and applicable penalties.**

**Minimum Housing Standards**

The Client warrants they have:

- ☐ read the annexed Minimum Housing Standards Factsheet; and
- ☐ disclosed all current non-compliance issues in relation to the Property or inclusions and acknowledges clause 7.8 of the Essential Terms and Conditions.

**Disclosure of Last Rent Increase** (must be completed)

Has the property been let under a residential tenancy agreement or rooming accommodation agreement within the last 12 months?

☐ Yes ☐ No

If yes, the Client discloses:

1. The date of the last rent increase for the property was: \_\_\_\_\_
2. The following evidence of the last rent increase is provided to the Agent:

*Example – a copy of the last tenant's tenancy agreement, owner's ledger or statement, copy of the last rent increase notice issued.*

**NOTE:** If the Client does not have access to the above evidence, the Client must request the former lessor or property manager to provide a copy of the evidence to the Agent. This information is required to complete a future tenancy agreement.

**U****SIGNATURES**

Client 1: \_\_\_\_\_ Date: \_\_\_\_\_

Client 2: \_\_\_\_\_ Date: \_\_\_\_\_

Client 3: \_\_\_\_\_ Date: \_\_\_\_\_

Client 4: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_

## ESSENTIAL TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1 **"Agent"** means the party described in Part 2 of the Appointment of Property Agent.
- 1.2 **"Appointment of Property Agent"** means the Queensland Government Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer. These terms and conditions and the Schedule are annexed to the Appointment of Property Agent.
- 1.3 **"Client"** means the party described in Part 1 of the Appointment of Property Agent.
- 1.4 **"Commission"** means the commission stated in Part 7 of the Appointment of Property Agent and detailed in Item E of the Schedule (if applicable).
- 1.5 **"Condition Report"** means a report which conforms either to section 65 and 66 (as the case may be) of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).
- 1.6 **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign;
- 1.7 **"Emergency Repairs"** means the repairs defined in section 214 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).
- 1.8 **"General Tenancy Agreement"** means the current standard RTA General Tenancy Agreement conforming to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) or such other tenancy agreement, for example the REIQ General Tenancy Agreement, applying to the letting of the Property.
- 1.9 **"Minimum Housing Standards"** the prescribed minimum housing standards defined in section 17A of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld);
- 1.10 **"Nominated Repairer"** means the person nominated by the Client in accordance with section 216 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld);
- 1.11 **"Property"** means the property described in Part 3 of the Appointment of Property Agent and Item B of the Schedule.
- 1.12 **"Relevant Legislation"** includes the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld), the *Body Corporate and Community Management Act 1997* (Qld), the *Property Law Act 1974* (Qld), the *Work Health and Safety Act 2011* (Qld), the *Building Act 1975* (Qld), the *Building Code of Australia*, the *Anti-Discrimination Act 1991* (Qld), the *Competition and Consumer Act 2010* (Cth), *Australian Consumer Law (Queensland)*, the *Fair Trading Act 1989* (Qld), the *Fire and Emergency Services Act 1990* (Qld), the *Building and Other Legislation Amendment Act 2010* and the *Property Occupations Act 2014* (Qld) as amended or replaced from time to time.
- 1.13 **"Repair Order"** means the order defined in section 221 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld);
- 1.14 **"RTA"** means the Residential Tenancies Authority.
- 1.15 **"Schedule"** means the Residential Property Management Schedule.
- 1.16 **"Tenant"** means a person(s) with whom the Client has entered into a General Tenancy Agreement for the letting of the Property.

### 2. WHAT MAKES UP THIS AGREEMENT

This Agreement comprises the following parts:

- 2.1 Appointment of Property Agent;
- 2.2 Schedule;
- 2.3 Essential Terms and Conditions;
- 2.4 Any additional annexures.

### 3. CLIENT APPOINTS AGENT

- 3.1 For the Commission and other fees payable by the Client, the Agent agrees to manage the Property for the Client in accordance with this Agreement.

### 4. CLIENT'S OBLIGATIONS

The Client must:

- 4.1 to the extent permitted by law, revoke in writing and finalise any pre-existing Appointment of Property Agent given to any other property agent to let or to manage the Property;
- 4.2 not let or manage the Property as principal, or appoint any person to let or manage the Property other than the Agent for the term of this Agreement;
- 4.3 refer to the Agent any prospective tenant(s) that contacts the Client;
- 4.4 immediately inform the Agent of any changes concerning the Property;
- 4.4A immediately inform the Agent of any change of Nominated Repairer, or change of the telephone number of the Nominated Repairer, for any Client preferred Nominated Repairer in Item I of the Schedule;
- 4.5 meet all obligations imposed by Relevant Legislation and any General Tenancy Agreement entered into by the Client with a Tenant;
- 4.6 unless otherwise stated in Items G and H of the Schedule, pay all charges, levies, premiums, rates or taxes for the Property other than a service charge;  
**For example:** Body Corporate levies, council general rates, sewerage charges and environment levies and land tax;
- 4.7 pay all Commission, fees and expenses specified in Parts 7 and 8 of the Appointment of Property Agent and Items E and F of the Schedule to the Agent as and when such amounts are payable;
- 4.8 pay for the installation of the first telephone line to the Property;
- 4.9 pay for all repairs and maintenance;
- 4.10 promptly give instructions to the Agent when requested to do so by the Agent;
- 4.11 immediately notify the Agent of any changes to the contact details specified in Part 1 of the Appointment of Property Agent;
- 4.12 supply and maintain all locks necessary to ensure the Property is reasonably secure, and at the Client's cost, provide a key for each lock to the Tenant and Agent, and if there is more than one tenant, provide to each further Tenant a key for each lock that secures an entry to the Property or secures a road or other place that is normally used to gain access to, or leave, the area or building in which the Property is situated;
- 4.13 observe the terms of any General Tenancy Agreement made by the Agent on behalf of the Client;
- 4.14 have the Property treated for pests as required (no more than annually) at the Client's cost;
- 4.15 obtain and maintain insurance policies for:
  - 4.15.1 public liability providing cover to a minimum of \$10 million;
  - 4.15.2 provide to the Agent, upon request (no more than annually), a certificate of currency of the insurance taken out in accordance with Clause 4.15.1;
- 4.16 if the Client decides to sell the Property, advise the Agent in writing that the Property is for sale and identify the property agent with whom the Property is listed for sale;
- 4.17 where applicable, negotiate with the Body Corporate to ensure full co-operation with and access by the Agent to the building for the purposes of managing and letting the Property;  
**For example:** ensure the Body Corporate provides the Agent with a copy of the Body Corporate by-laws and provide the Agent with confirmation of Body Corporate (as the regulated pool owner) compliance with pool safety requirements;
- 4.18 if the Property includes a regulated pool, provide and keep the pool, pool fencing, pool gate and pool lock in good repair and in compliance with all applicable building and pool fencing legislation, regulations, by-laws and standards from time to time;

INITIALS (Note: initials not required if signed with Electronic Signature)

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- 4.19 If there is a regulated pool owned by the Client, including a portable pool with a depth of 300mm or greater, the Client must ensure that a pool safety certificate is in effect prior to a General Tenancy Agreement commencing.

## **5. WHAT HAPPENS IF THE CLIENT IS IN DEFAULT UNDER A TENANCY AGREEMENT**

- 5.1 If a General Tenancy Agreement is terminated due to the Client's breach, the Client must pay the Agent, as liquidated damages, an amount equal to the Commission and fees set out in Items E and F of the Schedule that would have been paid had the General Tenancy Agreement been duly completed, in addition to any other amount ordinarily payable to the Agent under this Agreement.

## **6. CLIENT'S WARRANTIES**

### **The Client warrants that:**

- 6.1 the Client has authority to enter into this Agreement and is:
- 6.1.1 either the current registered proprietor of the property or is in the process of becoming the registered proprietor of the Property; or
- 6.1.2 properly authorised to deal with the Property and has provided evidence of such authority to the Agent;
- 6.2 all information given to the Agent about the Property is true and correct in all respects and is neither misleading nor deceptive nor likely to be either;
- 6.3 the Client has not withheld any information that might have caused the Agent not to enter this Agreement;
- 6.4 any regulated pool, pool fencing, pool gate and pool lock are in good condition and comply with all applicable building and pool fencing legislation, regulations, by-laws and standards from time to time;
- 6.5 that the Property has been fitted with a safety switch (or switches) in accordance with the requirements of the *Electrical Safety Regulation 2013 (Qld)*;
- 6.6 the Property Details are accurate and may be relied on by the Agent for any purpose in connection with the performance of the services to be provided under this Agreement including (but not limited to) advertising and marketing the Property;
- 6.7 that the Property has been fitted with compliant smoke alarm(s) as required by the *Fire and Emergency Services Act 1990 (Qld)* and the Client will:
- 6.7.1 maintain the smoke alarm(s) installed at the Property by cleaning and testing them 30 days before the start of a tenancy (including tenancy renewals); and
- 6.7.2 replace all batteries in the smoke alarm(s) if, at the time of cleaning and testing, the batteries are flat or almost flat; and
- 6.7.3 replace all smoke alarm(s) at the Property before they reach the end of their service life.
- 6.8 the Client is aware of section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)* and the Client is satisfied that the Property meets the criteria set out therein;
- 6.9 the Client will comply with the Client's obligations under section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)* throughout the term of this Agreement.

## **7. CLIENT'S ACKNOWLEDGEMENTS**

### **The Client acknowledges that:**

- 7.1 all written communications under this Agreement must be given to the parties' postal address, facsimile number, email address or mobile telephone number specified in Parts 1 and/or 2 of the Appointment of Property Agent;
- 7.2 the parties consent to the use of electronic communication in accordance with the provisions set out in Chapter 2 of the *Electronic Transactions (Queensland) Act 2001 (Qld)* and the *Electronic Transactions Act 1999 (Cth)*;
- 7.3 if this Agreement is signed by any party using an Electronic Signature, the Client and the Agent:
- 7.3.1 agree to enter into this Agreement in electronic form; and

- 7.3.2 consent to either or both parties signing the Agreement using an Electronic Signature;

- 7.4 the Agent's contractual obligations are limited to those contained in this Agreement;
- 7.5 the authority vested in the Agent by this Agreement extends to the Agent's employees, consultants and contractors from time to time;
- 7.6 the Agent gives no warranty as to the creditworthiness, character, suitability or fitness of any Tenant;
- 7.7 the Agent is not responsible to the Client for any default in payment of rent or otherwise on the part of the Tenant or for any damage done by or any unsatisfactory conduct on the part of any Tenant and whether or not such Tenant was approved by the Agent;
- 7.8 the Agent gives no warranty that the Property is clean and fit to live in nor safe to live in nor in a good state of repair nor that it complies with any building or pool safety requirements nor that it complies with Minimum Housing Standards;
- 7.9 the Agent assumes no liability for the state or manner of construction of the Property at the time of entry into this Agreement or subsequently;
- 7.10 the Agent is not a licensed engineer, architect, builder, pool safety certifier or any other type of professional or tradesperson and is only responsible to report to the Client on matters that are readily apparent on a visual inspection undertaken in accordance with Clause 8.12 or which are reported to the Agent in writing by a third party in accordance with Clause 8.13;
- 7.11 without limiting the generality of Clause 7.10, the Agent is not responsible for identifying or reporting any latent defect in the Property, any defect in a floor surface in the Property, or for the maintenance or cleaning of a floor surface in the Property;
- 7.12 the Agent gives no warranty that any animal to be kept at the Property will not cause any harm, loss or damage or that the Property is suitable for keeping the animal, and the Agent is not responsible and will be held harmless by the Client for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the animal;
- 7.13 the Agent gives no warranty that any regulated pool on the Property, including a portable pool of a depth of 300mm or greater and/or as prescribed by Relevant Legislation, will not cause any harm, loss or damage or that the Property is suitable for a regulated pool, including a portable pool, and the Agent is not responsible and will be held harmless by the Client for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the regulated pool;
- 7.14 in accordance with Relevant Legislation, the pool safety certificate is to be obtained, maintained and renewed and a compliant fence is to be erected and maintained, as required by Relevant Legislation.

## **8. AGENT'S AUTHORITY**

### **The Client authorises the Agent:**

- 8.1 to deduct any monies due and payable to the Agent from the Client pursuant to this Agreement from any monies received by the Agent for and on behalf of the Client;
- 8.2 to pay from any monies received by the Agent, on behalf of the Client, any disbursements referred to in Item G of the Schedule or other expenses, including contractors' and trades peoples' fees, incurred by the Agent on behalf of the Client in the management of the Property;
- 8.3 to let the Property, and if necessary from time to time to re-let the Property, for a rental price that is in accordance with the instructions of the Client or in the absence of specific instructions, for a rental price which is reasonably obtainable;
- 8.4 to re-let the Property for a fixed term (such as a 6- or 12-month term or other fixed term), either:
- a) at market rental price; or
- b) if the market rental price would unlawfully increase rent under the Relevant Legislation, for the same rental price as payable under the last tenancy agreement, unless otherwise advised in writing by the Client.



- 8.5 to advertise the Property as available for rent, at the Client's expense, as specified in Part 8, Section 1 of the Appointment of Property Agent and Item F of the Schedule;
- 8.6 to provide keys to prospective tenants to inspect the Property unsupervised, only when instructed in writing to do so by the Client;
- 8.7 to communicate to the Client an expression of interest whether written or oral, about the letting of the Property, at the Agent's sole discretion;
- 8.8 to make reasonable inquiry, to the extent permitted by the laws relating to privacy and discrimination, as to the ability of the prospective tenant(s) to meet the Tenant's obligations as specified in the General Tenancy Agreement current at the time the Client enters into this Agreement;
- 8.9 to negotiate and settle the terms of the General Tenancy Agreement with the Tenant in conformity with Relevant Legislation;
- 8.10 to accept and sign the General Tenancy Agreement and ancillary documents as Agent for the Client;
- 8.11 to demand and collect rent, bond money, key deposits and other monies (if any) payable to the Client from a Tenant(s) as and when these monies are due for payment and to pay bond money to the RTA in accordance with the Relevant Legislation;
- 8.12 to the extent permitted by the Relevant Legislation, to inspect the Property at least once during each 6 monthly period, unless otherwise expressly agreed and specified in the Schedule, and where the Agent considers reasonably necessary, to report as to the outcome of those inspections to the Client;
- 8.13 to give notice to the Client, in the manner specified in Clause 7.1 on receipt of a complaint or notification of any serious safety risk relating to the Property. The giving of notice pursuant to this clause is the extent of the Agent's authority;
- 8.14 to arrange for repairs and maintenance as authorised by the Client in writing (including the authorisation contained in Part 8, Section 2 of the Appointment of Property Agent) and in accordance with section 219A of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld). Emergency Repairs are to be dealt with immediately and all other repair and maintenance requests are to be dealt with in a timely fashion. The Agent must inform the Client of the action taken as soon as practicable after taking it and the Agent may make deductions from payments of rent, up to the cost of the emergency repairs, before disbursement of the payments to the Client;
- 8.15 to exercise the Client's rights to vary or terminate any General Tenancy Agreement with a Tenant(s) to the extent permitted by the Relevant Legislation;
- 8.16 if considered necessary by the Agent (for example because of the frequency or the nature of the breach), to notify the Client of any unremedied breach by the Tenant(s) of the terms of his/her General Tenancy Agreement with the Client;
- 8.17 to complete and sign on behalf of the Client and serve all Condition Reports, documents and notices required to be given under the Relevant Legislation;
- 8.18 to demand and receive from the RTA, a Tenant's bond money to the extent of unpaid rent or other monies payable by that tenant under his/her General Tenancy Agreement with the Client;
- 8.19 where applicable, to obtain from the Body Corporate and to provide to the Tenant(s), access to a copy of the Body Corporate by-laws upon signing the General Tenancy Agreement.

## 9. APPOINTMENT OF SOLICITORS AND COMMERCIAL AGENTS

- 9.1 The Agent may appoint solicitors or licensed commercial agents, at the expense of the Client, to recover monies due from a Tenant (or former Tenant), with prior written approval of the Client.

- 9.2 Clause 9.1 does not apply to the recovery or enforcement of a monetary order from the Queensland Civil and Administrative Tribunal (QCAT) or another Court of competent jurisdiction. The Client agrees they are responsible to appoint solicitors and/or licensed commercial agents to act on their behalf in this event.

## 10. AGENT'S OBLIGATIONS

### The Agent must:

- 10.1 account to the Client in writing for all monies received, paid or appropriated in accordance with this Agreement;
- 10.2 notify the Client of the Property becoming vacant.

## 11. INDEMNITY

- 11.1 Unless a finding of negligence is established against the Agent, the Client indemnifies the Agent and therefore must pay the Agent for liability, loss or costs the Agent suffers or incurs from all actions, claims, demands, damages and expenses arising out of or in respect of its capacity as Agent of the Client;
- 11.2 Without limiting the generality of Clause 11.1, the Client indemnifies the Agent from and against all actions, claims, demands, losses, costs, damages and expenses arising out of or in respect of the Client's failure to give timely, appropriate or sufficient funds to or for the Agent to carry out an instruction or authority.

## 12. TERMINATION

- 12.1 If either party wishes to terminate this Agreement, it must be terminated in accordance with Part 5 of the Appointment of Property Agent and Sections 106 and 114 of the *Property Occupations Act 2014* (Qld), which provide that this Agreement ends on the date when one of the following happens:
  - 12.1.1 either the Client or the Agent exercise the option to revoke the Appointment of Property Agent under Sections 106 and 114 of the *Property Occupations Act 2014* (Qld), in which case the party exercising the option must give the other party at least 30 days written notice unless the Client and the Agent agree, in writing, to an earlier date for the Appointment of Property Agent to end; or
  - 12.1.2 the Client signs a transfer of, or contract to sell, the Property in which case the Client must give the Agent at least 30 days notice written unless the Client and the Agent agree, in writing, to an earlier date for the Appointment of Property Agent to end;
  - 12.1.3 the Client must give the notice referred to in Clause 12.1.2 above on the day that the Client signs the transfer of, or contract to sell, the Property.
- 12.2 The Client must pay to the Agent, all Commission and fees to which the Agent is entitled during the notice period outlined in Clause 12.1.1 and 12.1.2 above;
- 12.3 Any termination does not affect either party's pre-existing rights and obligations.

## 13. CLIENT AND AGENT'S ACKNOWLEDGEMENT

### The Client and the Agent acknowledge that:

- 13.1 they have received a copy of the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures;
- 13.2 they have read and fully understood the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures, including the warranties and indemnities contained therein and agree to be fully bound by them.

## 14. ENTIRE AGREEMENT

- 14.1 This document constitutes the entire agreement of the parties with respect to the subject matter of this document and supersedes all prior negotiations or expressions of intent or understandings with respect to the appointment of the Agent to the Property.

## Pool Safety Annexure to Property Occupations Form 6

Approval for a pool, including a portable pool.

Client name/s: \_\_\_\_\_  
\_\_\_\_\_  
Property Address: \_\_\_\_\_  
\_\_\_\_\_  
SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

### The property does not have a pool:

☒ There is no pool at the property

### 1. Where there is a proposed lease of a property with a regulated pool that is a shared pool:

Where there is an existing pool at the premises, has the Client obtained from the pool owner and supplied to the Agent a valid pool safety certificate for the pool or provided a notice in the approved form that a pool safety certificate will not be provided prior to the commencement of a tenancy agreement, in accordance with Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement)?

☐ Yes ☐ No

Conditions (if any): \_\_\_\_\_  
\_\_\_\_\_

### 2. Where there is a proposed lease of a property with a regulated pool that is not a shared pool:

Where there is an existing pool at the premises, has the Client obtained and supplied to the agent a valid pool safety certificate for the pool prior to the commencement of a tenancy agreement, in accordance with Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement)?

☐ Yes ☐ No

Conditions (if any): \_\_\_\_\_  
\_\_\_\_\_

### 3. Where there is a proposed lease of a property with no existing regulated pool and a proposal by a/the Tenant to erect a portable pool with a depth of 300mm or greater;

The Client permits the Tenant to have a portable pool at the property with a depth of 300mm or greater in accordance with the Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement).

☐ Yes ☒ No

Conditions (if any): \_\_\_\_\_  
\_\_\_\_\_

### SIGNATURES

Client 1: _____	Date: _____
Client 2: _____	Date: _____
Client 3: _____	Date: _____
Client 4: _____	Date: _____
Agent: _____	Date: _____

**INITIALS** (Note: initials not required if signed with Electronic Signature)

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## REIQ Factsheet – Minimum Housing Standards

From **1 September 2024**, all rental properties in Queensland **must** comply with prescribed minimum housing standards.

This is a statutory requirement under the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) (the **RTRA Act**), which governs residential tenancies in Queensland.

It is recommended that you take steps to ensure your property is compliant with the standards.

The lessor is obligated under the RTRA Act to ensure the property and inclusions comply with the standards relevant to the property or inclusions. Lessors are not able to recover costs from tenants or factor their costs in any rent increases.

The prescribed minimum housing standards are as follows:

**1. The property must be weatherproof, structurally sound and in good repair**

- the roofing and windows must prevent water from entering the property when it rains
- a property is not structurally sound if:
  - a floor, wall, ceiling or roof is likely to collapse because of rot or a defect; or
  - a deck or stairs are likely to collapse because of rot or a defect; or
  - a floor, wall or ceiling or other supporting structure is affected by significant dampness; or
  - the condition of the property is likely to cause damage to an occupant's personal property.

**2. The fixtures and fittings for the premises must be in good repair**

- includes electrical appliances
- must not be likely to cause injury to a person through the ordinary use of the fixtures and fittings

**3. The external windows and doors must have functioning locks**

- must secure the property against unauthorised entry
- only to the windows and doors that a person outside the property or room could access without having to use a ladder

**4. The property must be free from vermin, damp and mould**

- does not apply if caused by the tenant, including, for example, caused by a failure of the tenant to use an exhaust fan installed at the property

**5. The property must have privacy coverings for windows in all rooms which tenant would reasonably expect privacy**

- privacy coverings for windows include blinds, curtains, tinting and glass frosting
- does not apply if a line of sight between a person outside the premises and a person inside the room is obstructed by a fence, hedge, tree or other feature of the property

**6. The property must have adequate plumbing and drainage**

- must be connected to a water supply service or other infrastructure that supplies hot and cold water suitable for drinking

**7. The bathrooms and toilets must be private, toilets must function as designed and be connected**

- each toilet must function as designed, including flushing and refilling, and be connected to a sewer, septic system or other waste disposal system

**8. The kitchen (if included) must include a functioning cook-top**

**9. The laundry (if included) must include the fixtures required to provide functional laundry other than whitegoods**

### THE TENANT'S RIGHTS

If your property is not compliant, a tenant may within 7 days on which the tenant occupies the property, issue a *Notice of Intention to Leave* because the property or inclusions do not comply with the prescribed minimum housing standards.

A tenant may also have grounds to apply to QCAT for a termination order within the first three months of the tenancy if they believe the lessor or lessor's agent gave false or misleading information about the property condition, its inclusions and fixtures.

## Emergency Repairs

The definition of “emergency repairs” under the RTRA Act includes works needed to make the property or inclusion compliant with the minimum housing standards.

This means that the tenant can arrange works without your authority up to an amount equal to four (4) weeks’ rent, at your cost. The tenant will still need to follow procedure by contacting their first point of call and nominated repairers in the *Form 18a General Tenancy Agreement*. To ensure you have control over how the works can be arranged and undertaken, it is recommended that you attend to any works **as soon as possible**.

## Repair Orders

If works needed to make the property compliant with the minimum housing standards are not undertaken, the tenant can make an application in QCAT for a repair order. The repair order may have conditions including what repairs are mandated, when they must be done and prohibiting you from letting the property until the repairs are completed.

If a repair order is made, you must disclose this to each successive tenant until the repair order is complied with. It is an offence under the RTRA Act to fail to comply with a repair order unless you have a reasonable excuse. The penalty for this offence is 50 penalty units which is equivalent to \$8,065.00.

## WHEN WORKS ARE NEEDED

If you authorise your property manager to arrange works, you should consider:

- Do you need a professional assessment of the property condition?  
Some defects may not be visually apparent and your property manager will not be able to give you advice about what repairs and maintenance may be necessary. You should consider if a building and pest report should be obtained.
- What is the estimated cost?  
The costs will depend on what works are needed to make the property compliant. You as the lessor are responsible for these costs and you cannot pass these costs on to the tenant or increase rent on the basis of these costs. You may wish to instruct your property manager to arrange for quotes on your behalf.
- Do you need to contact your insurer?  
You should contact your insurer to confirm if any works are covered under your current policy. You should also confirm if there are any implications to your insurance cover if you fail to arrange works and the property is not compliant with the minimum housing standards.
- Are the works significant?  
If the works are significant or relate to the structural repair of the property, you should engage a builder or project manager to provide advice about the changes needed and costs involved. Providing these services are outside the scope of your property manager’s appointment.
- What will happen if the tenant can’t stay in the property while the works are being done?  
If the property becomes unfit to live in, there may be options for you to negotiate with the tenant. You should contact your property manager to discuss this further, if applicable, or seek legal advice about your options.

**DISCLAIMER:** The content of this Factsheet is provided for information purposes only and does not constitute legal advice and should not be used as such. Formal and independent legal advice should be sought in particular matters. REIQ cannot and does not warrant and nor does it represent in any way that the information contained herein is current and/or will remain current beyond the time and date of release.

**ANNEXURE A**  
**PROPERTY OCCUPATIONS FORM 6 – APPOINTMENT OF REAL ESTATE AGENT**  
**(RESIDENTIAL PROPERTY MANAGEMENT)**

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## **Item 1 – General Tenancy Agreement Special Conditions**

I/we instruct you, the Agent to include the following Special Conditions as required in the General Tenancy Agreement for the property referred to in this agreement.

- ✓ **Personal Details:** The Tenant will inform the Agent of any change of personal details previously provided to the Agent including mobile numbers and email addresses.
- ✓ **Approved Parking of Vehicles:** The parties agree the Tenant and/or the Tenant's invitees are not to park or store vehicles including trailers on areas other than those designated for parking.
- ✓ **Appliance Care & Cooling Appliance Cleaning:** All appliances, electrical or otherwise, must be maintained in a fit and proper condition and used only in accordance with manufacturer's instructions or specifications. The Tenant agrees to clean the air conditioner filters, ceiling fans and exhaust fans every 3 months and upon vacating the premises.
- ✓ **Garden & Lawn Maintenance:** The Tenant is responsible for maintaining the gardens and ground in the same condition as at the commencement of the tenancy. This includes mowing, edging, weeding and pruning. The Tenant must not store, and ensure that no other person stores, any boxes or rubbish in the yard or any other place in the premises visible to the public. The Tenant must remove all grass clippings and garden debris from the premises and ensure they are not placed or kept on the grounds or garden beds.
- ✓ **Maintenance Tradesperson Call Out:** If the Tenant requests the services of a tradesperson to carry out repairs on the premises and there is no fault found or the fault is found to have been caused by the Tenant and/or their guests or the Tenant's own property, the Tenant acknowledges and agrees they will be responsible for payment of the fees charged by such tradesperson.
- ✓ **Lock Out of Property:** If the Tenant is locked out of the property during office hours, they may collect the office set of keys. It is important to note that for security reasons, we are only able to give keys to tenants listed on the tenancy agreement and photo identification must be produced upon collection of the keys. We DO NOT offer an after hours lock out service.
- ✓ **Smoking Not Allowed on The Premises:** The Tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling on the premises. For the purposes of this Special Term a dwelling contained on the premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed verandah. A dwelling shall include any structure on the premises designed to be used as a residence for human habitation.
- ✓ **Changes to The Tenancy Agreement:** The General Tenancy Agreement is a legal and binding contract for both the Lessor and the Tenant and as such changes can only be made by mutual agreement between the Tenant and Lessor.  
(1) Tenant Changes: Should the Tenant wish to have a person move out of or into the property, the Tenant must make the request in writing to the Agent who will seek approval from the Lessor and communicate this approval to the Tenant in writing. The Tenant is in breach of the Tenancy Agreement if another person moves into or out of the property before the request has been approved.  
(11) Pet Changes: Should the Tenant wish to keep a pet at the property, the Tenant must make the request in writing to the Agent who will seek approval from the Lessor and communicate this approval to the Tenant in writing. The Tenant is in breach of the Tenancy Agreement if there is a new pet at the property before the request has been approved.
- ✓ **Early Termination of Tenancy Agreement (Reasonable Costs):** The Tenant is responsible for rent payments for the entire term of the tenancy. Should the Tenant need to end their fixed term agreement early, they will be responsible for the rent until (a) the premises is relet with the Lessor/Agent's approval or (b) until the tenancy agreement expires. The Tenant also acknowledges that they are responsible for reasonable costs to end the tenancy early of one (1) weeks rent plus GST and advertising costs of \$150 GST inclusive. (Advertising cost subject to change as per rates at time of break lease). Refer to Standard Terms – Item 7.

- ✓ **Condition of The Property at The Exit Inspection:** The property should be returned to the Agent in same condition as noted on the Entry Condition Report, allowing for fair wear and tear. Should the Agent require cleaning and/or repairs to be carried out following the exit inspection, the Tenant will be allowed reasonable time to access the property and rectify the issue/s. Should the Tenant not attend to this within the allowed time frame, the Agent will engage professional services and deduct the cost from the Tenant's bond. Refer to Standard Terms – Items 37 – 41.

✓ **Pool Safety Requirements**

The Tenant must do all acts and things required by the tenant to comply with the legislation regarding pool safety and require any other occupant, invitee or guest to comply with all legislation regarding pool safety, including, but not limited to:

- (a) ensuring that any gate or door giving access to a regulated pool as defined in the Building Act 1975 (a Regulated Pool) is securely closed at all times when the gate or door is not in use;
- (b) the obligation on any person who opens a gate giving access to a regulated pool as defined in the Building Act 1975 (a Regulated Pool), to ensure that the gate or door is kept securely closed at all times when the gate or door is not in use;
- (c) ensuring that no object or structure is placed near or adjoining any regulated pool or the fence thereto which might facilitate access to that pool, whether such access is via gate or door, fence or otherwise; and
- (d) ensuring that no Regulated Pool is erected, constructed or placed on the premises without the prior written consent of the lessor.

**APPLICABLE ONLY IF THERE IS A POOL AT THE PROPERTY**

☐ **Pool Costs to be Apportioned Between the Parties**

- (a) The Lessor and the Tenant acknowledge that there is a swimming pool situated on the premises.
- (b) The cost of maintaining the pool shall be apportioned between the parties as follows:
  - (i) Pool chemicals - Tenant
  - (ii) Day to day maintenance of filtration, chlorination and heating equipment - Tenant
  - (iii) Monthly professional pool servicing - Lessor
  - (iv) Replacement and repairs of filtration, chlorination and heating equipment - Lessor
- (c) The above expenses shall be in addition to any amount payable by the Tenant.
- (d) In the event that the Tenant does not meet the Tenant's obligations contained herein, the Lessor or the Lessor's Agent can arrange for the Tenant's obligations to be performed by a professional pool maintainer or repairer at the Tenant's expense.

☐ **Carpet Cleaning:** During Tenancy - For a tenancy of 12 months or more, carpets are to be cleaned during the tenancy from time to time as reasonably instructed by the Lessor/Agent. All marks and stains should be removed promptly. Upon vacating all carpets must be cleaned to the same standard they were in at the commencement of the tenancy, fair wear and tear excepted.

☐ **Timber Floorboards:** Timber floors are to be protected by using floor protectors under furniture. If the timber floors are damaged beyond fair wear and tear the Tenant must engage a professional contractor to rectify the damage. The Tenant is responsible to pay for the repairs prior to their bond being refunded.

**CHOOSE ONE OF THE FOLLOWING:**

☐ **Excess Water Consumption (If the property is not water compliant):** The Tenant acknowledge they are responsible for payment of excess water consumption over and above 45 kilolitres (currently calculated at 170 litres per person per day) in a three (3) month period. This amount is payable within thirty (30) days of receipt of the FIRST NATIONAL invoice together with the relevant utilities supplier notice and is payable to FIRST NATIONAL WYNNUM MANLY. Refer to Standard Terms – Item 17.

☐ **100% Water Usage Charge (If the property is water compliant, or made compliant throughout tenancy):** The Tenant agrees to pay for all water consumption charges. This amount is payable within thirty (30) days of receipt of the FIRST NATIONAL invoice together with the relevant utilities supplier notice and is payable to FIRST NATIONAL WYNNUM MANLY. Refer to Standard Terms – Item 17.

### Conditions for the Approval of Pets

The Lessor of the property has granted permission for the pets noted in item 17 of the General Tenancy Agreement to be kept at the property subject to the following conditions:

1. The pet/s must not become a nuisance or interfere with peaceful enjoyment of the neighbours.
2. Any damage to the property caused by the pet/s, including scratching and the digging of holes etc. must be rectified immediately to a professional standard at the Tenant's expense.
3. The Tenant is required to fumigate the property for fleas internally and externally at the end of the tenancy to a professional standard and are required to provide proof of this treatment to the Agent. A flea bomb from the supermarket is not acceptable.
4. The Tenant is required to ensure they comply with all local government regulations for keeping for a pet/s including but not limited to number, size and license requirements.
5. The pet/s must be kept outside at all times **(IF APPLICABLE FOR PET APPROVAL)**.

If any of the above points are not complied with, or if any other reasonable explanation cannot be given, the Lessor retains the right to revoke the permission to keep the pet/s at the property at which point the pet/s must be immediately removed. Refer to Special Terms – Item 55.

### Electrical Safety Switch and Smoke Alarms

The Lessor gives notice to the Tenant that an Approve Safety Switch for the General Purpose Socket Outlet is:

- ☐ installed in the residence
- ☐ not installed in the residence (if so, this must be installed prior to tenancy commencing)

The Lessor gives notice to the Tenant that compliant smoke alarms are:

- ☐ installed in the residence
- ☐ not installed in the residence (if so, these must be installed prior to tenancy commencing)

## Item 2 - Maintenance

The Lessor of the above property agrees to absolve the Agent of any liability from any undesirable outcomes that may arise from maintenance organized directly by the Lessor, including but not limited to the following circumstances:

1. Work has been completed to an unsatisfactory standard.
2. The Lessor has employed a tradesperson that is not suitably qualified or licensed.
3. The Lessor has employed a tradesperson that does not carry the relevant insurances.
4. The Lessor has performed maintenance themselves.

As part of our duty of care we advise that all repairs must be carried out by a suitably qualified, licensed and insured tradesperson this is especially true for tenanted properties where even the smallest mistake can mean the greatest of consequences.

First National Wynnum Manly will always give the option for a suitably qualified, licensed and insured tradesperson to attend a repair when it is required and a list of preferred tradespersons can be provided upon request.

## Item 3 – Authority for Either Party to Sign and Authorise (if applicable)

We, as Lessors for the property contained in this management authority hereby provide our Agent the authority of either / any party listed as owners of the property to sign and authorise instructions given to our Agency via email. This includes but is not limited to maintenance, lease renewals and all relevant matters relating to the property except for change of banking details and postal address which require all parties (as per the management authority) to instruct this change in writing and sign.

By signing this document, you agree and understand that either or / any party can provide instructions as above the Agent. This instruction continues until any party withdraws consent in writing to our office.

## Item 4 - Authority to Act (if applicable)

I/we confirm my/our authority to allow \_\_\_\_\_  
to act on my/our behalf in relation to all matters pertaining to the management of the above property.

I/we instruct the Agent to act upon any instructions given to the Agent by the above named authority including but not limited to any instructions relating to the letting/reletting of the property, maintenance and payment of invoices

I/we further agree this authority is ongoing unless I/we withdraw my/our consent in writing to your office.

By signing below you are confirming that you have read, understood and accept the above information.

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**By signing below you confirm you have read, understood and accept the above items.**

Signature:		Signature:	
Client 1:		Client 2:	
Date:		Date:	

Agent - First National Wynnum Manly

Signature:		Date:	
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