

EXPLANATION AND ACKNOWLEDGEMENT OF TENANCY

TERMS & HOUSE RULES

- as per the Residential Tenancy & Rooming Accommodation Act (RTRAA) and the Body Corporate By-Laws for Lumira and Riverstone Apartments.

It is a requirement of your Tenancy that these conditions be understood and complied with as follows:

TENANCY TERMS & CONDITIONS – Explained.

RENT PAYMENT

Rent is due and payable every fortnight. We will contact you if payments are late.

- After 3-5 days – email or SMS to advise rent payment have not been received
- 5-7days – email and phone call.
- Day 8: A breach Notice will be issued.
- Day 14: if rent has not been paid, a Notice to Leave may be issued.

EARLY TERMINATION of LEASE (formerly known as a BREAK-LEASE)

Lease Clause 7: Tenants will be liable for early termination costs for fixed Leases as follows:

- Reimburse Owners for cost to re-let the property. The Letting Fee is equivalent to 1 weeks rent + GST
- Compensation for loss of rent until a replacement tenant found or until the end of lease (whichever is sooner).
- Compensation for loss of rent if new tenancy rent is less than current rent, until the end of current lease.

ROUTINE INSPECTIONS:

Routine Inspections are carried out every 3-4 months to check that the property is being properly maintained and kept clean as per Clause ... in Tenancy Agreement. Photos will be taken of the rooms to provide owners evidence that their property is being looked after. Photos of floors, walls and appliances are all that is required, and all care is taken to avoid photos of personal items.

CARPETS and EXIT CLEANS

Carpets and Apartment are to be handed over at the end of tenancy in the SAME CONDITION as per the entry condition report at the start of the tenancy, excluding fair wear and tear. Carpets are to be cleaned as the LAST ITEM before handover. Tenants to provide evidence of steam cleaning or shampoo of carpets – i.e. Receipt for hire equipment or from Carpet Cleaning business and/or dated photo of carpet cleaning being done.

BLOCKED TOILETS

Tenants are responsible for blocked drains or toilets unless a licenced Plumber finds a fault with the system.

DO NOT FLUSH: cotton tip, cleaning & facial wipes, paper towel, sanitary products or any other objects down the toilet. As advised by the Plumbers - ONLY TOILET PAPER should be flushed, and it is recommended to always use a full- flush every time as new toilets are water efficient.

Recommended Plumber if needed:

Jason's Plumbing	3893 0911	admin@jasonsplumbing.com.au Min charge: \$132 (inc GST)
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Initials: _____

SUB-LETTING and AIR BnB

Tenants cannot sub-let the apartment under any circumstances including temporary sub-lets through websites such as Airbnb.

BATTERIES and LIGHT BULBS

Tenants are responsible for replacement of batteries in remotes and rangehood light bulbs during tenancy as needed. All keys/remotes purchased are to be returned at end of tenancy. No refunds for used keys /fobs or remotes. If keys are not returned the tenant may be liable for the cost of changing the locks on the apartment.

HOUSE RULES

SMOKING:

NO SMOKING ANYWHERE IN THE BUILDING - including car parks, elevators, fire stairs, corridors and apartments.

SMOKE ALARMS:

Tenants are not to tamper with smoke alarms or fire sprinklers. Tenants will be responsible for cost of any Fire Service call-out fee if they unnecessarily set off the Back-to-Base fire alarm unless there is an actual fire situation. The detectors require BOTH heat and smoke to activate but the sprinklers (Riverstone only) can be activated by touching the sprinkler and breaking the seal.

PARKING

Tenants are NOT to park in any Visitor/Disabled or Loading Bay car parks - AT ANY TIME. Tenants will be issued with a Breach Notice if found to be parking in any of these areas.

VISITORS: If you have a genuine visitor wanting to use the Visitor parking overnight or on a regular (but not daily) basis, please email the office with their Car Rego, make of vehicle and frequency of visits so they can be recorded as a visitor. *A Visitor is someone who has an alternate place of residence and is parking in the building for the sole purpose of visiting you and will be returning to their permanent home.*

Visitors/friends/family cannot use the Visitor Only parking for purposes of shopping/ commuting to work.

TOWING POLICY. Visitor parking is monitored and repeat offenders will be given fair warning before being referred to the Body Corporate for further action. This action may include listing the offending vehicle on the Tow on Sight list at any time.

ROOFTOP BBQ area – Lumira Apts only

The Rooftop BBQ area is not able to be booked exclusively for private functions for one group. However, we will record your details so other residents, who may enquire about using the rooftop on the same day, can be aware of your event. Tenants are responsible to ensure a function is finished & area cleaned up by no later than 11pm (the lifts will not allow access after 11pm) or you may come back in the morning to clean up. There are cleaning products in the cupboard for the BBQ's. If you want to use the area for a large group, ask the office for **Conditions of Use.**

PETS:

Animals are NOT permitted in the building/apartments unless approved by the Owner and Agent in writing. Guide or special assistance dogs excepted. See conditions of PET APPROVAL BELOW

Initials: _____

PET MAY BE APPROVED BY OWNER subject to the following conditions:

- Animals are not permitted to roam in the building and must be constrained on a leash.
- Animals are NOT PERMITTED on the Rooftop BBQ of Lumira AT ANY TIME.
- **The carpets** have been steam cleaned & fumigated at the start of tenancy and must be handed over in same condition – i.e. **cleaned, deodorised and fumigated due to pet occupation.**at the end of this tenancy and evidence of cleaning provided as proof.
- **One pet ONLY has been approved** only as per Body Corporate By-Laws and Tenants are responsible for any damage caused by the pet and must replace/repair or compensate the owner or Body Corporate for all damage.

BY – LAWS in DETAIL: Tenants to abide by the By-Laws for as below

8. Pets

- (a) Subject to the Act and the *Guide, Hearing and Assistance Dogs Act 2009 (Qld)*, an Owner or Occupier must not bring an animal on to, or keep an animal on, the Lot or the Common Property; or permit an invitee to bring an animal on to, or keep an animal on, the Lot or the Common Property without the prior written consent of the Body Corporate.
- (b) The Body Corporate may give consent under By-Law 8(a):
 - (i) provided the following conditions are included in the approval;
 - A. where the animal is on Common Property, it is kept on a leash (or is otherwise appropriately restrained, having regard to the animal);
 - B. the animal does not interfere with other persons lawfully using Common Property;
 - C. the Owner or Occupier is in complete control of the animal;
 - D. the Owner or Occupier cleans up after the animal; and
 - E. the animal wears a form of identification and, where the animal is a cat, it wears at least one bell;
 - F. the animal must not exceed a maximum weight of 10kgs; and
 - G. the Owner or Occupier acknowledges that he is absolutely liable to each other Owner and Occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by that animal; and
 - (ii) with any other conditions it reasonably deems necessary.
- (c) If the Body Corporate is satisfied that there is a persistent contravention of this By-Law in relation to a particular animal, the Body Corporate may give notice in writing to the Owner or Occupier that the animal must be permanently removed from the Common Property.

I/we acknowledge, and I/we have read and understood all the information provided in this form on or before commencement of the Tenancy Agreement and agree to abide by these conditions.

Signed,

_____ (Tenant) Date: _____

Signed,

_____ (Tenant) Date: _____

Signed,

_____ (Property Manager) Date: _____

Newstead Management PL atf Keena Family Trust

Initials: _____