

# Seller disclosure statement



Queensland  
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

**WARNING TO BUYER** – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

**WARNING** – You must be given this statement before you sign the contract for the sale of the property.

**This statement does not include information about:**

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

## Part 1 – Seller and property details

Seller

Property address (referred to as the "property" in this statement)

Lot on plan description

Community titles scheme or BUGTA scheme: Is the property part of a community titles scheme or a BUGTA scheme:

**Yes** *If Yes, refer to Part 6 of this statement for additional information*

**No** *If No, please disregard Part 6 of this statement as it does not need to be completed*

## Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details	The seller gives or has given the buyer the following—	
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property.	<input checked="" type="checkbox"/> <b>Yes</b>
	A copy of the plan of survey registered for the property.	<input checked="" type="checkbox"/> <b>Yes</b>

<p><b>Registered encumbrances</b></p>	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<p><b>Unregistered encumbrances (excluding statutory encumbrances)</b></p>	<p>There are encumbrances not registered on the title that will continue to affect the property after <b>settlement</b>. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><b>Note</b>—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: <input type="text"/></p> <p>» the amount of rent and bond payable: <input type="text"/></p> <p>» whether the lease has an option to renew: <input type="text"/></p> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> <b>Yes</b></p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p> </div>
<p><b>Statutory encumbrances</b></p>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Logan City Council - Refer to BYDA Report                      NBN Co QLD – Refer to BYDA Report                      Telstra QLD – Refer to BYDA Report</p> </div>
<p><b>Residential tenancy or rooming accommodation agreement</b></p>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents’ rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> <input type="text" value="14/04/2025"/></p> <p><b>Note</b>—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

## Part 3 – Land use, planning and environment

**WARNING TO BUYER** – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

<b>Zoning</b>	<p>The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>:</p> <div style="border: 1px solid black; padding: 2px;">Rural Residential – Park Living</div>
<b>Transport proposals and resumptions</b>	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. <span style="float: right;"><input type="checkbox"/> <b>Yes</b>      <input checked="" type="checkbox"/> <b>No</b></span></p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <span style="float: right;"><input type="checkbox"/> <b>Yes</b>      <input checked="" type="checkbox"/> <b>No</b></span></p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>
<p>* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i>. A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.</p>	
<b>Contamination and environmental protection</b>	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. <span style="float: right;"><input type="checkbox"/> <b>Yes</b>      <input checked="" type="checkbox"/> <b>No</b></span></p> <p><b>The following notices are, or have been, given:</b></p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). <span style="float: right;"><input type="checkbox"/> <b>Yes</b>      <input checked="" type="checkbox"/> <b>No</b></span></p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). <span style="float: right;"><input type="checkbox"/> <b>Yes</b>      <input checked="" type="checkbox"/> <b>No</b></span></p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). <span style="float: right;"><input type="checkbox"/> <b>Yes</b>      <input checked="" type="checkbox"/> <b>No</b></span></p>
<b>Trees</b>	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <span style="float: right;"><input type="checkbox"/> <b>Yes</b>      <input checked="" type="checkbox"/> <b>No</b></span></p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>
<b>Heritage</b>	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). <span style="float: right;"><input type="checkbox"/> <b>Yes</b>      <input checked="" type="checkbox"/> <b>No</b></span></p>
<b>Flooding</b>	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.</p>
<b>Vegetation, habitats and protected plants</b>	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>

## Part 4 – Buildings and structures

**WARNING TO BUYER** – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

<b>Swimming pool</b>	There is a relevant pool for the property.	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	Pool compliance certificate is given.	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Unlicensed building work under owner builder permit</b>	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
<b>Notices and orders</b>	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
<b>Building Energy Efficiency Certificate</b>	If the property is a commercial office building of more than 1,000m <sup>2</sup> , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
<b>Asbestos</b>	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website ( <a href="https://asbestos.qld.gov.au">asbestos.qld.gov.au</a> ) including common locations of asbestos and other practical guidance for homeowners.		

## Part 5 – Rates and services

**WARNING TO BUYER** – The amount of charges imposed on you may be different to the amount imposed on the seller.

### Rates

#### Whichever of the following applies—

The total amount payable\* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount:  Date Range:

OR

The property is currently a rates exempt lot.\*\*

OR

The property is not rates exempt but no separate assessment of rates  is issued by a local government for the property.

\*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

\*\* An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

### Water

#### Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice\* is:

Amount:  Date Range:

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount:  Date Range:

\* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

# Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)


**WARNING TO BUYER** – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate’s expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

**For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.**

<p><b>Body Corporate and Community Management Act 1997</b></p>	<p><b>The property is included in a community titles scheme.</b> (If Yes, complete the information below)</p>	<p><input type="checkbox"/> <b>Yes</b>    <input checked="" type="checkbox"/> <b>No</b></p>
<p><b>Community Management Statement</b></p>	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.</p> <p><b>Note</b>—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>	<p><input type="checkbox"/> <b>Yes</b></p>
<p><b>Body Corporate Certificate</b></p>	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer.</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul>	<p><input type="checkbox"/> <b>Yes</b>    <input type="checkbox"/> <b>No</b></p> <p><input type="checkbox"/> <b>Yes</b></p>
<p><b>Statutory Warranties</b></p>	<p><b>Statutory Warranties</b>—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>	
<p><b>Building Units and Group Titles Act 1980</b></p>	<p><b>The property is included in a BUGTA scheme</b> (If Yes, complete the information below)</p>	<p><input type="checkbox"/> <b>Yes</b>    <input type="checkbox"/> <b>No</b></p>
<p><b>Body Corporate Certificate</b></p>	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer.</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul> <p><b>Note</b>—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p>	<p><input type="checkbox"/> <b>Yes</b>    <input type="checkbox"/> <b>No</b></p> <p><input type="checkbox"/> <b>Yes</b></p>

## Signatures – SELLER

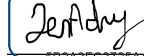
DocuSigned by:



CE1792696EC34C4...

Signature of seller

DocuSigned by:



5B2A3FC3725A455...

Signature of seller

Patrick Samuel Theodore

Name of seller

Jennifer Adriana Pulido Aldana

Name of seller

Date

Date

## Signatures – BUYER

**By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.**

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date



## Current Title Search

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

<b>Title Reference:</b>	<b>18028246</b>	<b>Search Date:</b>	27/04/2026 10:22
<b>Date Title Created:</b>	13/09/1990	<b>Request No:</b>	55913686
<b>Previous Title:</b>	17467041		

### ESTATE AND LAND

Estate in Fee Simple

LOT 6 REGISTERED PLAN 805555  
Local Government: LOGAN

### REGISTERED OWNER

Dealing No: 722648504 31/07/2023

JENNIFER ADRIANA PULIDO ALDANA  
PATRICK SAMUEL THEODORE

JOINT TENANTS

### EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 11788097 (POR 249)
2. MORTGAGE No 722648505 31/07/2023 at 14:37  
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

### ADMINISTRATIVE ADVICES

NIL

### UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*



No. 829255

805555

Council of the Shire of Beaudesert certifies that all the requirements of this Council, the Local Government Acts of 1936 to 1990 and all By-Laws have been complied with and approves this Plan of Subdivision subject to the Nomination of Trustees to the Council of the Shire of Beaudesert for Town Planning Purposes (Future Road) of Lot 778.

Dated this Fourteenth day of August 1990

Chairman and Shire Clerk signatures

FOR OFFICE USE ONLY

Previous Title: C/T 7467-41 Lot 3 RP 802352 K 377829k Nom. of Trustees over Lot 778 to Beaudesert Shire Council

Allocation table with columns for Lots and Pcs

We Q M PROPERTIES PTY LTD

(Names in full)

- as Proprietor/s of this land.
as Lessee/s of Miners Homestead

agree to this plan and dedicate the new road as shown hereon to public use. Q M Properties Pty Ltd by its duly constituted attorneys Ronald Joseph George Morrison and Karen Lesley Gray by virtue of Power of Attorney No. J962734C.

Signature of Proprietor/s

Rule out which is inapplicable.

For Additional Plan & Document Notings Refer to CISP

Table with columns for Lot, Vol., Fol. for multiple lots

Lodged by

Q M PROPERTIES PTY. LTD. 95 EDWARD STREET, BRISBANE, 4000

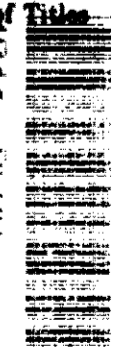
7467/41

Calc. Bk. No. 395/22
Examined 4/5/90
Passed 4/9/90
Charted 27/9/90
Map Ref. PARK RIDGE \*

Particulars entered in Register Book
Vol. 7467 Folio 41
at 2.31pm
10 SEP 1990
REGISTRAR OF TITLES

Fees Payable: Audit Fee 130, Lodgt. Exam. & Ass. 52, New Title 204, Photo Fee 12, Total \$398

Received Registrar of Titles



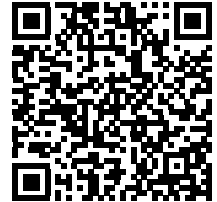
K377827F \$398.00 24 AUG 1990 9:38 AM

# Property Fact Pack



**16 Batavia Court**  
Park Ridge South QLD 4125

YOUR DIGITAL COPY



Zoning



Flood Risk



Coastal Flood Risk



Local Plans



Overland Flow Flood Risk



Flood Planning Risk



Easements



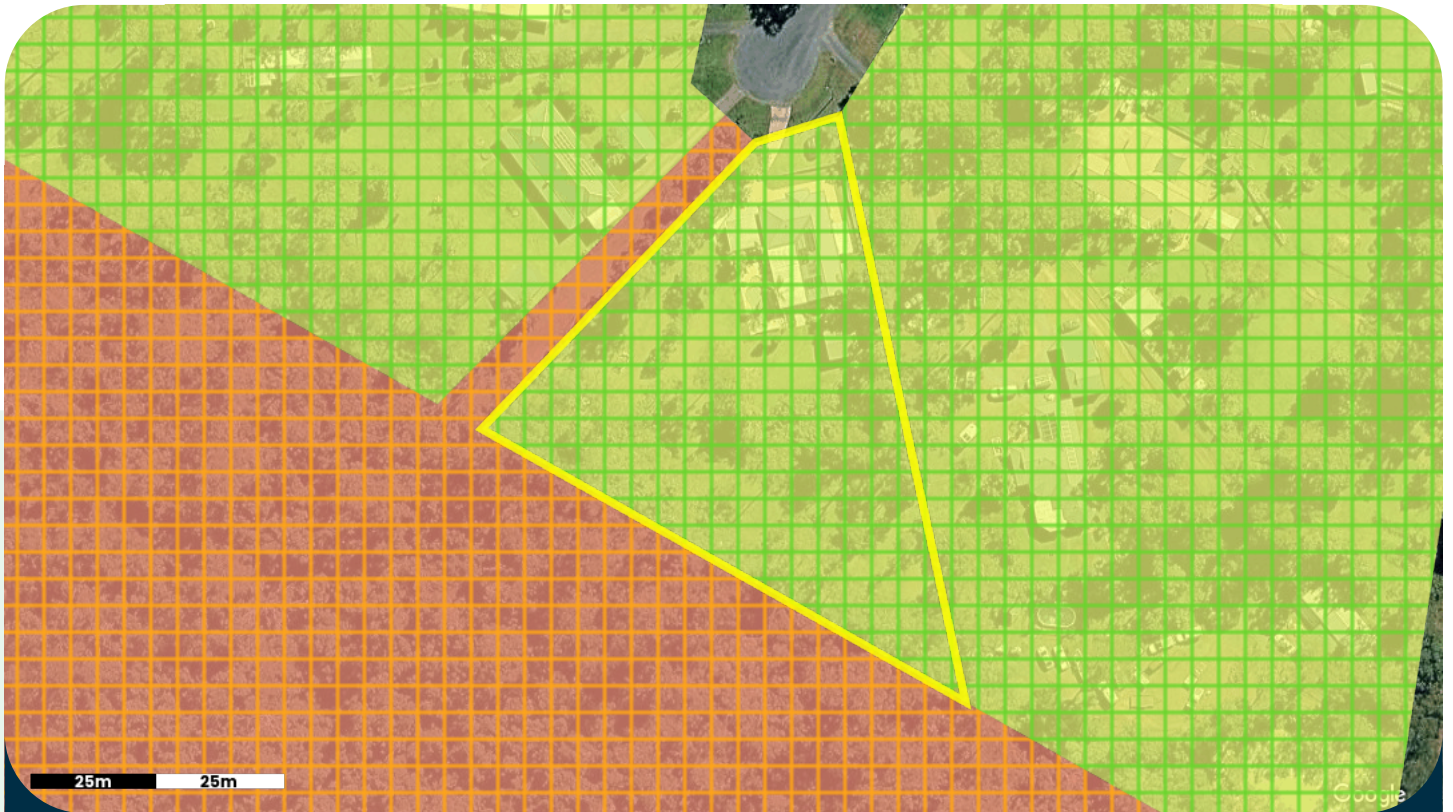
Flood History



State Flood Planning

# Zoning

What zone is my property?



Sources: Logan City Council

## THINGS TO KNOW

Zoning helps organise cities and towns by dividing properties into specific land use types, such as commercial, residential, industrial, agricultural, and public-use. This structured approach prevents disorderly development, making cities and towns more livable, navigable, and attractive.

Zoning rules determine how land can be used and developed, including identifying desirable developments like townhouses or apartment units near public transport. Zoning may also impose restrictions on building heights to preserve local neighbourhood views.

Local area plans provide even more specific details to protect an area's unique character or encourage growth in suitable places. These plans can modify zoning rules and influence development possibilities, supporting economic growth, preserving local identity, providing open spaces, and improving transport routes.

**Note:** To determine the development possibilities for your property, it's essential to review the planning documents provided by local authorities, contact directly, or consult with a practising town planner.

### Questions to ask

- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

## LEGEND

- Selected Property
- Environmental Management And Conservation
- + Precinct - Conservation
- + Precinct - Park Living
- Rural Residential

# Easements

What access rights exist over the property?



## THINGS TO KNOW

Easements are legal rights allowing a person or government authority to access a specific portion of land for a particular purpose. They are commonly required for the maintenance of utilities including large water and sewer pipes, stormwater drains, and power lines. Easements are also created for shared vehicle access through a property or for maintenance of built to boundary walls.

Easements are recorded on a land title and agreed to by the landowner at the time of subdivision. The easement remains on the title even if the land is sold to someone else. Typically, a landowner cannot build permanent structures within an easement area or obstruct the access of the authorised party.

Before building within or over an easement, you must obtain approval from the easement owner and should speak to a building certifier to understand any specific considerations.

**Note:** The map identifies only publicly registered easements provided by the relevant authority and is not a definitive source of information. You should order a certificate of title & survey plan from the titles office to be sure. Although rare, private covenants or agreements over the land may exist. If you have specific concerns about land entitlements, please contact a solicitor.

### Questions to ask

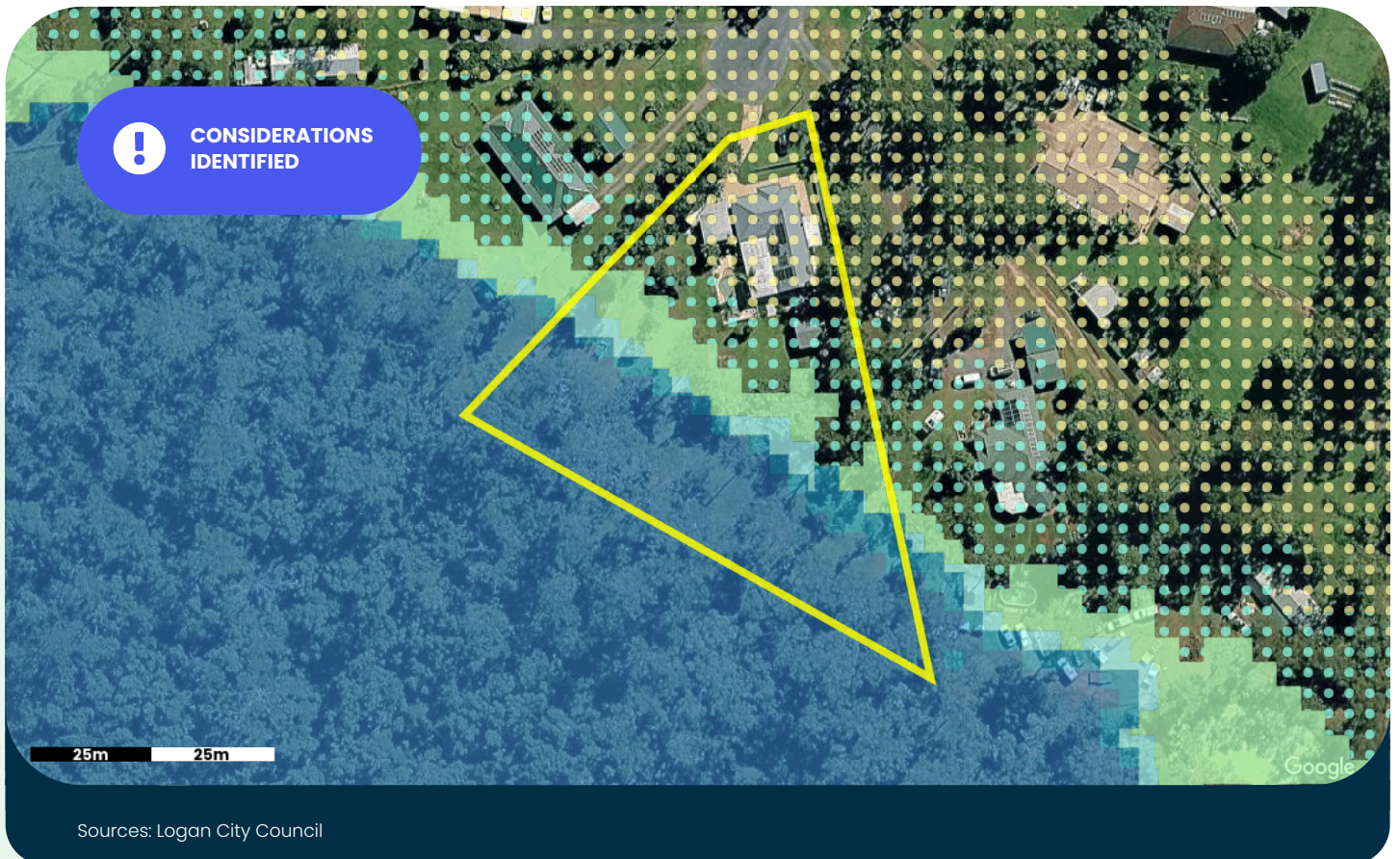
- Does the easement benefit or burden the property?
- Who is responsible for the land within the easement area?
- What other impacts does the easement have on the design of my building?

## LEGEND

 Selected Property

# Flood Risk

Is the property in a potential flood area?



## THINGS TO KNOW

If your property is in a potential flood area, it's important to understand the possible risks, impacts and causes of flooding. Flooding commonly happens when prolonged or heavy rainfall causes waterways to rise, overflowing into nearby properties.

The likelihood of a flood is often described using Annual Exceedance Probability (AEP), which shows the chance of a flood happening in any given year. For example, a 1% AEP flood has a 1 in 100 chance of occurring annually.

Building, renovating, or developing in flood-prone areas may require government assessment. For instance, floor heights might need to be built above flood levels, or structures designed to allow water to flow beneath raised buildings.

**It is important to check with your local authority (e.g. flood check report) to understand flood risks and access detailed information.**

**Note:** Government flood risk models are broad guides that estimate flood probability and acceptable risk but don't guarantee site-specific accuracy or immunity. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels rendering the mapping invalid. For specific concerns, consult your local authority, local flood check or a qualified professional.

### Questions to ask

- What are the building requirements in a potential flood area?
- Can the flood risk be reduced through design measures?
- What is the probability of flooding and is this an acceptable risk for your plans?

## LEGEND

- Selected Property
- High Risk - 5% Annual Chance
- Moderate Risk - 2% Annual Chance
- Low Risk - 1% Annual Chance
- Very Low Risk - 0.5% Annual Chance
- Very Unlikley - 0.05% Annual Chance
- Extremely Rare - <0.001% Annual Chance

# Overland Flow Flood Risk

Are there any major rainfall issues for this property?



Sources: Logan City Council

## THINGS TO KNOW

Overland flow refers to water running over the ground's surface during heavy rain. This can happen when stormwater systems are overwhelmed, drainage paths are blocked, or the land cannot absorb water quickly enough.

Unlike river or coastal flooding, overland flow is usually localised but can cause water pooling, damage to structures, and flooding of yards or low-lying areas. Urban areas are particularly vulnerable due to surfaces like roads and concrete, which prevent water from soaking into the ground.

If your property is in an overland flow area, future development of the site may require specific measures like improving drainage, raising building platforms, or adding landscaping features to safely redirect water.

**Check with your local authority (e.g. flood check report) to understand flood risks and access detailed information.**

**Note:** Government overland flow maps are general guides and may not reflect site-specific conditions. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Flooding may still occur outside mapped areas due to local factors. Newly subdivided lots may have already considered flooding risks and designed flows away from residential lots, rendering the mapping invalid. For tailored advice, consult your local authority or a qualified professional.

### Questions to ask

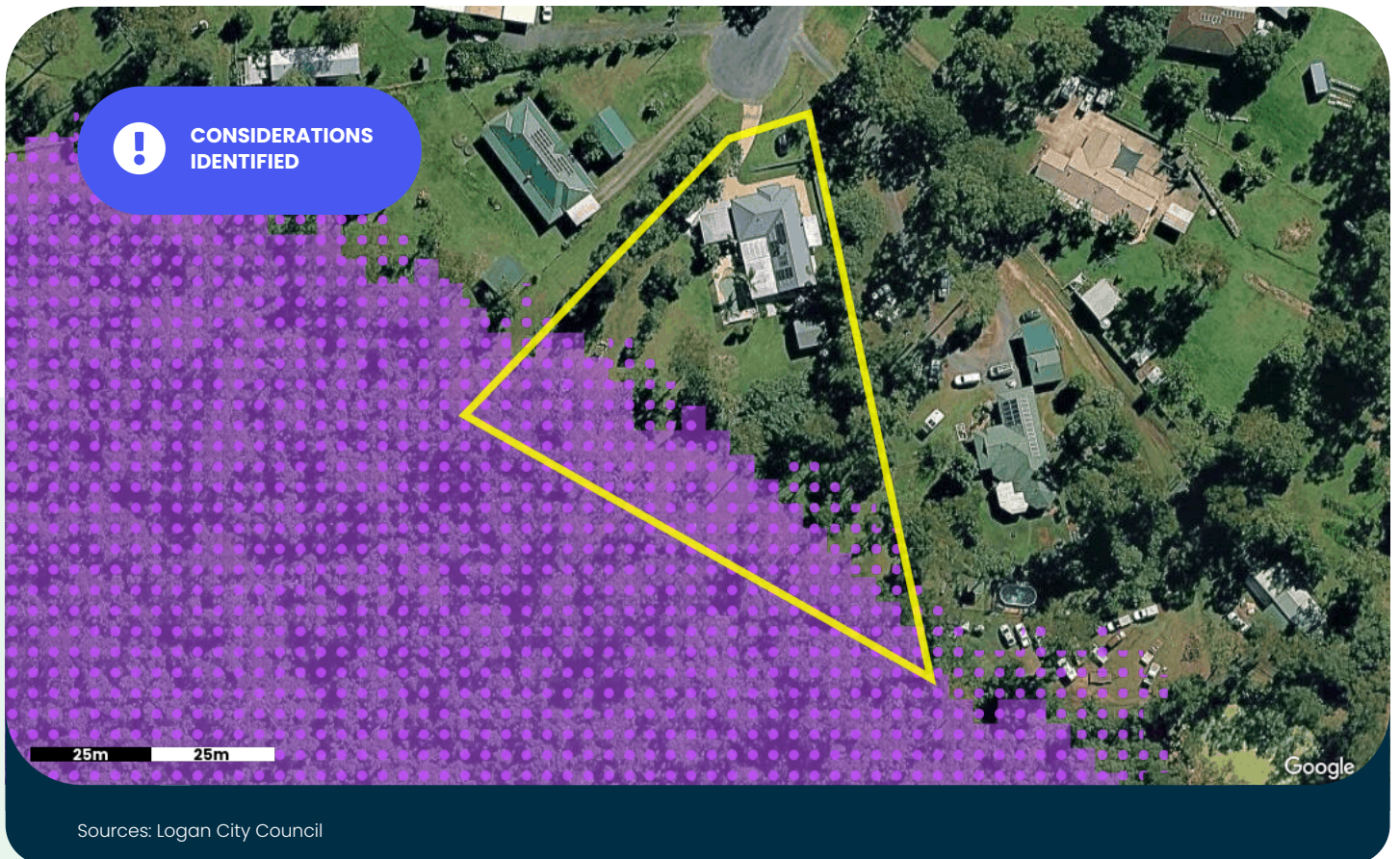
- Are there specific regulations for overland flow that affect your property?
- What building or landscaping measures can help manage water flow?

## LEGEND

- Selected Property
- Overland Flow

# Flood History

Has the property been impacted by historic flood events?



## THINGS TO KNOW

Knowing about past major flood events on or near a property is important for understanding the risk of future flooding. Government flood prediction models often show the worst-case scenarios, which may not always eventuate. However, knowing the highest previous water levels (flood risk vs flood reality) that have actually occurred can help you plan ways to protect yourself and your property.

Being well-prepared for floods is key to staying safe and reducing damage to property assets. It's important to know where higher ground is and plan safe routes to get there during an emergency.

**Note:** These reports only reflect major flood events mapped and published by government authorities in open data portals. Other rapid flash flood events that subsided quickly may not be documented.

### Questions to ask:

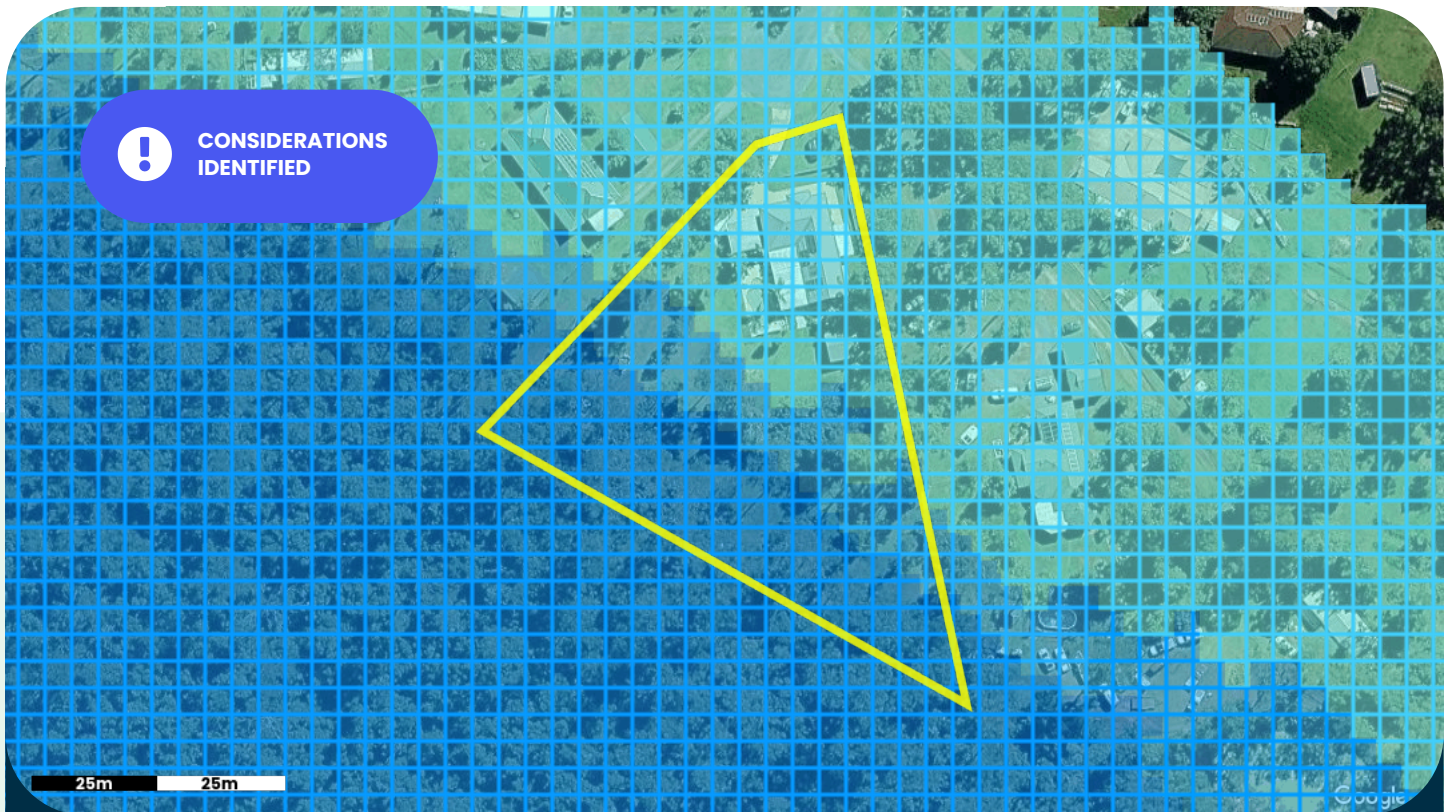
- Where has flooding historically occurred on the property?
- What are the differences between government flood models and recorded flood events?
- Is the government flood model an acceptable level of risk when compared to actual flood events?

## LEGEND

- Selected Property
- Flood Event - Feb 2022
- Flood Event - Mar 2017

# Flood Planning Risk

What planning overlays impact development of this property?



Sources: Logan City Council

## THINGS TO KNOW

Flood Planning overlays identify areas at risk of flooding from rivers, creeks, stormwater, or coastal inundation. These overlays are used to guide land use and development to minimise flood impacts on people, property, and infrastructure.

Developments in Flood Planning areas must meet specific requirements, such as raising floor levels above designated flood immunity levels or using flood-resilient building materials. In some cases, developments may not be permitted in high-risk zones unless engineering solutions, such as stormwater detention basins or elevated structures, are implemented.

**Note:** Flood Planning overlays are based on broad modelling assumptions, are general in nature and are a tool for managing flood risk as it relates to development of the property. They do not guarantee individual property immunity from flooding or account for site-specific conditions. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels, rendering the mapping invalid. Check with your local authority or a qualified professional for specific requirements.

### Questions to ask

- What restrictions apply to developing in a Flood Planning area?
- Are there required flood immunity levels or design standards?
- How do overlays account for future changes like climate impacts or urban growth?

## LEGEND

- Selected Property
- High Flood Risk Area
- Moderate Flood Risk Area
- Low Flood Risk Area
- + Flood Assessment Area

# Character

Is the property in a character or heritage area?



## THINGS TO KNOW

Heritage and character places are generally to be retained or restored to preserve their unique character value and charm. Any extensions or alterations to existing heritage buildings should complement the traditional building style of the area. There may also be demolition restrictions for existing heritage buildings.

If a property is identified in a character area, any new houses or an extension to a house **may** need to be designed to fit in with the existing building character of the area.

**Note:** It is not only houses or buildings that are protected by heritage values, there may be structures or landscape features on site that are protected by heritage values. It is essential to consult with the local authority, town planner or a building certifier for guidance on heritage places.

### Questions to ask

- Is the property protected by Character or Heritage restrictions?
- What impacts do these restrictions have on renovations, extensions, or new builds?
- Is approval required for works under Character or Heritage restrictions?
- How does this consideration positively or negatively impact the property?

## LEGEND

 Selected Property

# Vegetation

Is the property in an area with vegetation protection?



Sources: Logan City Council, Queensland Government, Scenic Rim Regional Council

## THINGS TO KNOW

Properties located in protected vegetation areas may have tree clearing restrictions over the native vegetation or significant vegetation on the property. Your property may have vegetation protection if it:

- is located near a river, creek or a waterway corridor
- is located in a bushland area or rural area with native vegetation
- contains large significant trees even in an urban area
- the trees have heritage values and cultural sentiment

If these features are present, your property may contribute to the preservation of important environmental or cultural values. In these cases, planning controls may apply to help guide how vegetation is managed or how land can be developed.

**Note:** The map provided identifies areas that may have restrictions on tree clearing of native vegetation or significant. The mapping is based on broad modelling assumptions and does not assess each site individually. Newly subdivided lots may already have considered protected vegetation in the design of the subdivision and removal of vegetation approved by Council. To obtain accurate information about tree clearing and building on a site with protected vegetation considerations, it is recommended to contact your local Council or a local arborist for guidance.

### Questions to ask

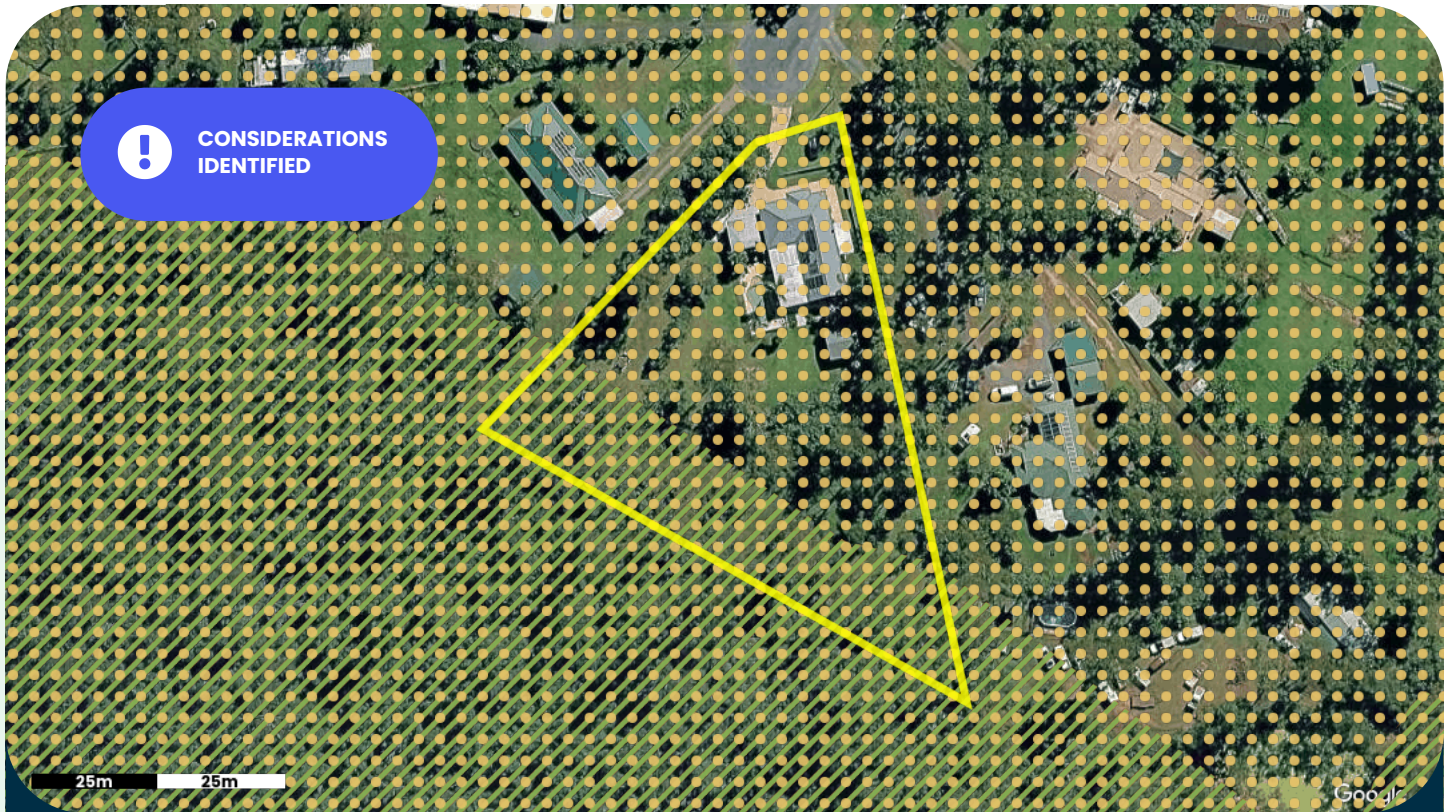
- Where is the protected vegetation located on the property?
- Is the identified vegetation "native" or an introduced species?
- How does this consideration positively or negatively impact the property?

## LEGEND

- Selected Property
- Protected Vegetation - Rvm Cat B (Remnant Vegetation)
- Biodiversity Corridor - Regional
- Environmental Management And Conservation Area
- Essential Habitat
- Local Environmental Significance Vegetation Area (Council)
- Major Wetland
- Minor Waterway
- Vegetation Management Area
- Wetland Buffer Area

# Environment

Are there any environmental values present on the property?



Sources: Queensland Government

## THINGS TO KNOW

Environmental values are areas identified by government authorities to help protect biodiversity through the planning system and environmental protection frameworks. These values may include:

- national parks and protected environmental areas
- protected species and their habitats
- important wetlands and waterways
- endangered or of concern regional ecosystems and riparian zones

If an environmental value is identified on your property, it's important to understand what this means for land use. In many cases, especially in urban or built-up areas, these values may not affect how you use or develop the land. However, they may place restrictions on construction or activities such as clearing native trees.

To find out what implications these values have for your property, consult a qualified environmental professional or contact the relevant government authority.

**Note:** The accompanying map highlights areas where restrictions may apply to vegetation clearing or land use restrictions. It is based on broad modelling assumptions and does not assess each site individually. In newly subdivided areas, environmental values may have already been considered during the subdivision approval process.

### Questions to ask

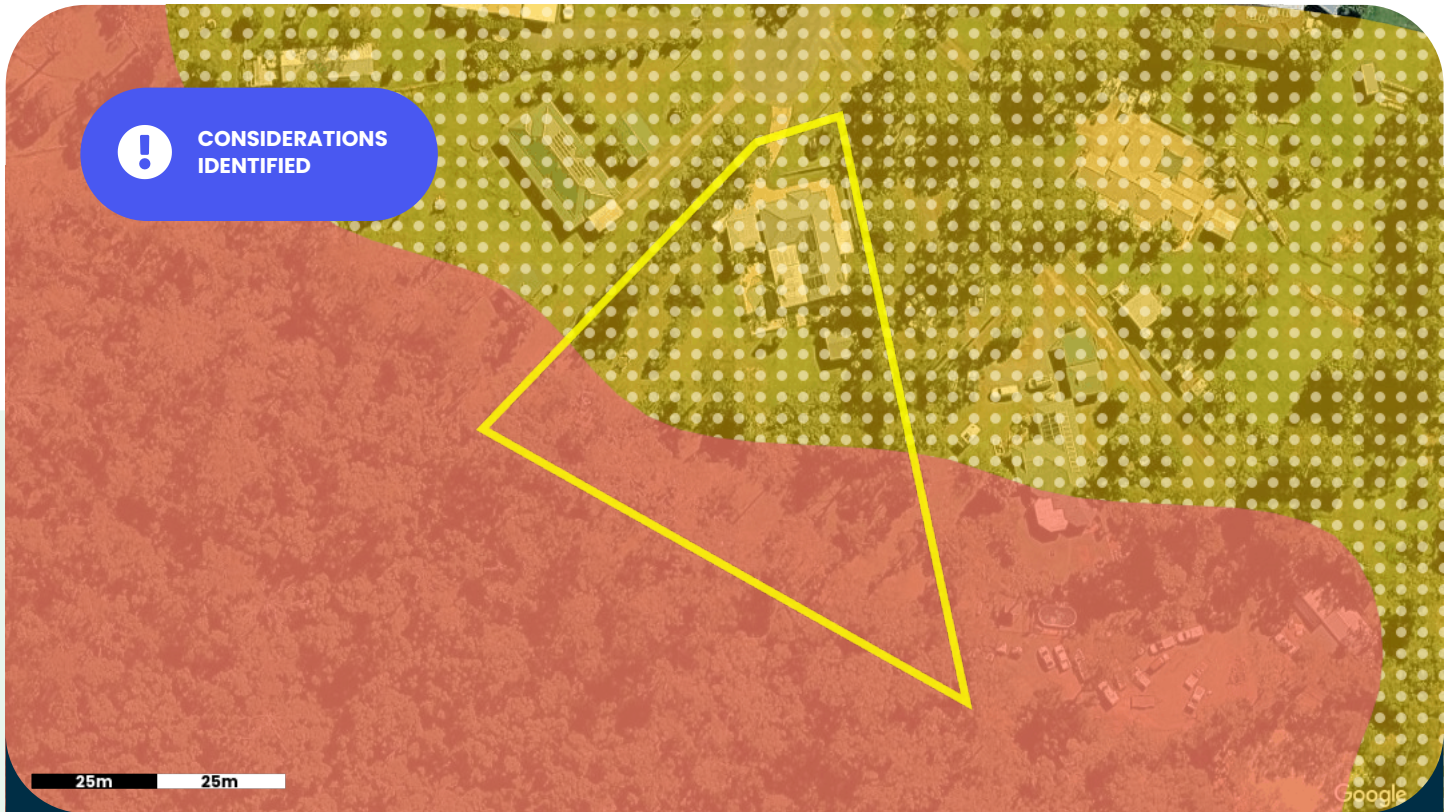
- Where are the areas with environmental value located on the property?
- What type of vegetation or habitat is protected, and how does it contribute to local biodiversity?
- How might these environmental values influence development or use of the property?

## LEGEND

-  Selected Property
-  Wildlife Habitat - Mses
-  Core Koala Habitat Area
-  Koala Priority Area

# Bushfire Risk

Is the property in a potential bushfire area?



Sources: Logan City Council, Queensland Fire And Emergency Services

## THINGS TO KNOW

Being located in a bushfire risk area does not guarantee a bushfire occurrence but signifies that the property has been identified as having conditions conducive to supporting a bushfire. Factors such as a dry climate, dense surrounding vegetation, and steep landscapes all contribute to the impact and intensity of a bushfire.

If you plan to build or develop in a bushfire area, your construction may need to adhere to specific requirements to ensure resident safety. This could involve proper building siting, creating barriers and buffer zones around your home, and using appropriate building design and materials to minimise the impact of bushfires.

**Note:** The map provided is based on broad government modelling assumptions and does not assess each site individually or guarantee bushfire immunity.

Newly subdivided lots may have already considered bushfire risk in the design of the subdivision, potentially involving vegetation removal, and gained approval from the Council. You should speak with the Council or a building certifier to identify any relevant safety requirements for your site.

### Questions to ask

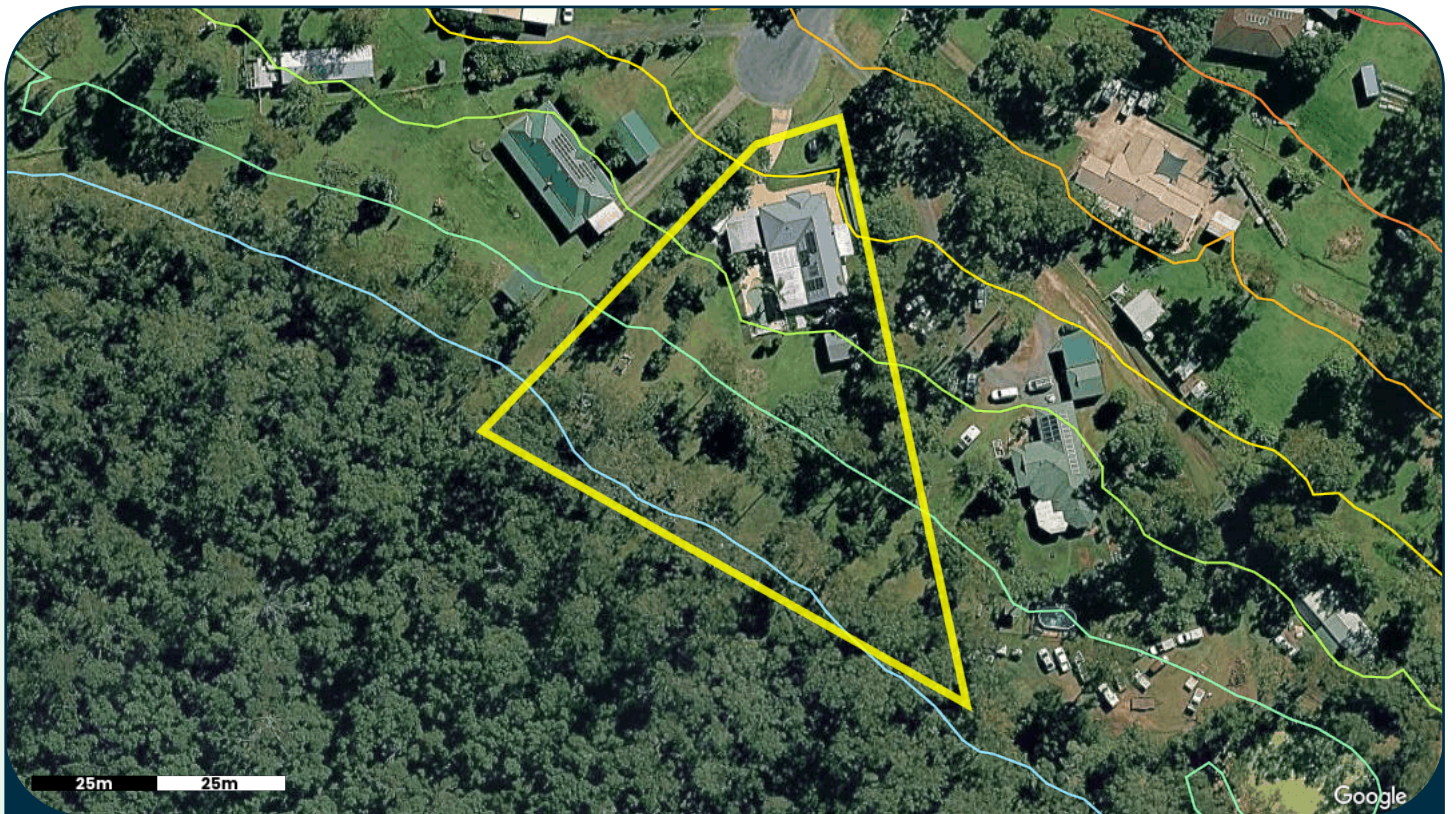
- What is the significance of the bushfire risk to the property?
- What can be built in a bushfire risk area?
- Can bushfire impacts be reduced through design?

## LEGEND

-  Selected Property
-  Medium Potential Bushfire Area
-  Medium Potential Bushfire Area (Council)
-  Potential Bushfire Area - Impact Buffer (Council)
-  Potential Impact Bushfire Buffer Area

# Steep Land

Is there significant slope on this property?



Sources: Department Of Resources

## THINGS TO KNOW

Understanding how the land slopes on your property is important to know for building construction, soil and rainwater management purposes. A sloping block is a title of land that has varying elevations. Whether the slope is steep or gradual, knowing the land's topography helps in planning and building structures on site.

A flat block of land is generally easier to construct on but sloping land has other benefits if the building is designed well, such as improved views, drainage and ventilation. Properties with steep slopes pose challenges, particularly regarding soil stability. Retaining walls and other stabilisation measures may be necessary to prevent erosion and ensure the safety of structures.

For an accurate assessment of your property's slopes and suitability for construction, consult a surveyor or structural engineer.

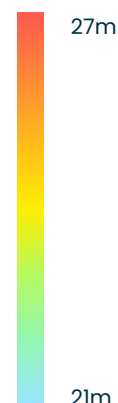
**Note:** The information provided is based on general modelling assumptions and does not evaluate each site individually. Changes in the landscape such as retaining walls may have occurred. The contour lines provided show elevation measurement above sea level.

### Questions to ask

- Where is the steep land and/or landslide risk located?
- How does this affect what can be built on the property?
- Can the steep land and/or landslide risk be improved?

## LEGEND

- Selected Property
- Property Est. Fall: ~3m
- Property High: ~24m
- Property Low: ~21m



# Noise

Is the property in a potential noise area?



## THINGS TO KNOW

Some properties may be located near uses that generate noise such as road, rail and airport traffic. These noise generating uses can cause some nuisance for the occupants of a building if it is loud and consistent. When building, extending or developing property in a noise affected area, you may be required to consider design features that reduce noise for the residents of the dwelling.

Common design features some local Councils may require include installing double glazing windows, noise attenuation doors and fences. You may wish to contact an acoustic engineer for more information.

**Note:** The map provided identifies noise based on government broad modelling assumptions and does not assess each site individually or any nearby sound barriers such as acoustic fences, buildings, vegetation, or earth mounds.

### Questions to ask

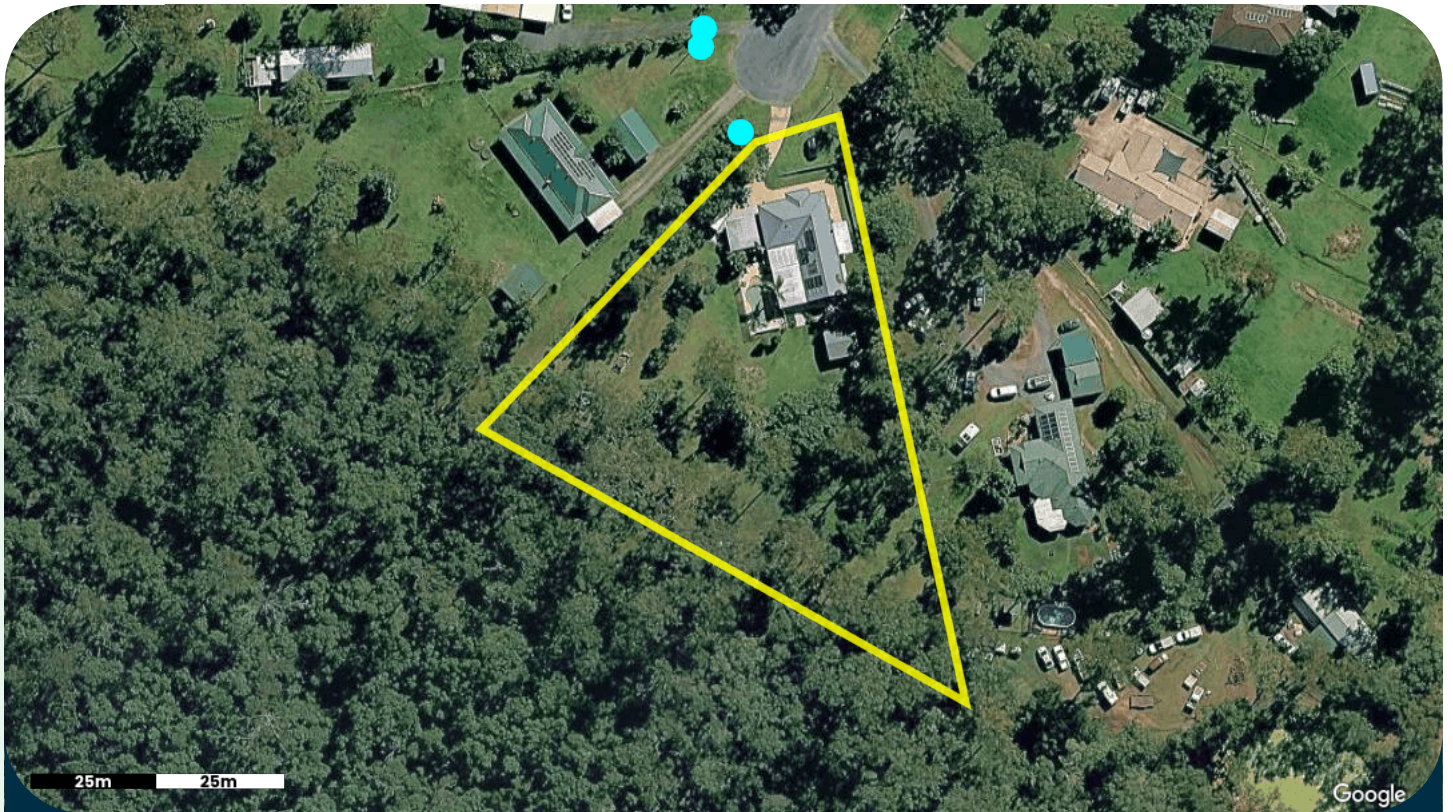
- What is the significance of the noise impacts?
- How do noise impacts affect renovations, extensions or new builds?
- How can noise impacts be reduced through design?
- How might you confirm the noise levels and whether they are acceptable?

## LEGEND

 Selected Property

# Water

Are there any water pipes nearby?



Sources: Logan Water

## THINGS TO KNOW

Water mains carry potable water from water treatment facilities to properties to use for drinking, washing and watering of gardens. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.

**Note:** The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

## LEGEND

- Selected Property
- Water Asset Point

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

### Questions to ask

- Where is the water infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified water infrastructure?

# Power

Are there any power lines on or near the property?



Sources: Energex

## THINGS TO KNOW

Power lines (overhead or underground) transmit electricity from power stations through cables to individual properties. It is important to locate these cables before digging or undertaking overhead work near power lines, to ensure they are not damaged or workers injured.

**Note:** The map provided identifies the general location of large power mains identified by the service authority. The location of cables and power lines in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative cable location is provided as a guide only and not relied upon solely before undertaking work. Please contact the relevant Service Authority to find out further detailed information.

### Questions to ask

- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

## LEGEND

- Selected Property
- Overhead Power Line (LV)

# Boundary

View your property boundaries



## LEGEND

 Selected Property



# Department of Transport and Main Roads

## Property Search - Advice to Applicant

Property Search Reference: 1011923  
Search Request Reference: 148525391

Date: 27-Apr-2026 02:05:44 PM

### Applicant Details:

Applicant: Jamie Munro  
jamie.munro@swllaw.com.au  
Buyer: unknown

### Search Response:

Your request for a property search on Lot 6 on Plan RP805555 at 16 Batavia Court Park Ridge South 4125 has been processed.

At this point in time, the Department of Transport and Main Roads has no land requirement from the specified property.

#### **Note:**

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.  
< <https://planning.dsdmip.qld.gov.au/maps/sara-da> >
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.  
< <https://planning.dsdmip.qld.gov.au/maps/spp> >

#### **Disclaimer:**

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

#### **Privacy Statement:**

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.



Department of the Environment, Tourism, Science and Innovation (DETSI)  
ABN 46 640 294 485  
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA  
www.detsi.qld.gov.au

**SEARCH RESPONSE**  
**ENVIRONMENTAL MANAGEMENT REGISTER (EMR)**  
**CONTAMINATED LAND REGISTER (CLR)**

SWL Law  
PO BOX 1082  
Carindal QLD 4152

Transaction ID: 51146418      EMR Site Id: 27 April 2026  
Cheque Number:  
Client Reference:

This response relates to a search request received for the site:

Lot: 6      Plan: RP805555  
16 BATAVIA CT  
PARK RIDGE SOUTH

**EMR RESULT**

The above site is NOT included on the Environmental Management Register.

**CLR RESULT**

The above site is NOT included on the Contaminated Land Register.

**ADDITIONAL ADVICE**

All search responses include particulars of land listed in the EMR/CLR when the search was generated.  
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email [emr.clr.registry@detsi.qld.gov.au](mailto:emr.clr.registry@detsi.qld.gov.au)

**Administering Authority**

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool. This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

**1. Pool safety certificate number**

 Identification number: 
**2. Location of the swimming pool**

Property details are usually shown on the title documents and rates notices

Street address:



Postcode





Lot and plan details:

Local government area:

**3. Exemptions, Performance solutions, or Special conditions for the swimming pool (If applicable)**

If an exemption or performance solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or performance solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.


**4. Pool properties**

Shared pool

Non-shared pool

Number of pools

**5. Pool safety certificate validity**

Effective date:

  /   /    

Expiry date:

  /   /    
**6. Certification**

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

 Pool safety inspector  
licence number:

Signature:

**Other important information that could help save a young child's life**

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit

<https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard> for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

**Privacy statement**

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the Building Act 1975. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

**RTI:** The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.

## Queensland Heritage Register

Information about places in the Queensland Heritage Register is maintained by the Department of the Environment, Tourism, Science and Innovation (DETSI) under the *Queensland Heritage Act 1992*.

### Search

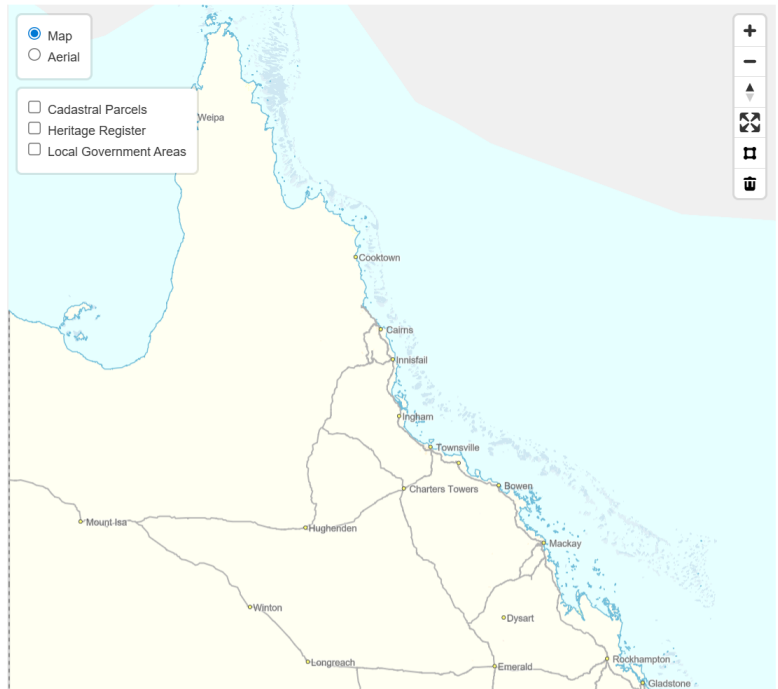
16 Batavia Court

## How to Search

Search the register by typing 3 or more characters in the search box below. Search will happen automatically, without pressing enter.

Alternatively, zoom in on the map to display icons in an area.

[Further guidance is available here.](#)



Entire library

Catalogue

CaseLaw



Advanced search operators

16 Batavia Court, Park Ridge South

ADVANCED

SEARCH

## CaseLaw search

Sort by Most relevant

MY CASE LIST

ADD ALL

0 results for '16 Batavia Court, Park Ridge South'.

### Refine

APPLY

CLEAR

Court

Decision date

Sentence date

Publication date

### Search criteria

Query: 16 Batavia Court, Park Ridge South

Your search returned no results. Please try searching again with broader search terms.

# Tree orders register

The tree orders register shows orders affecting land made under the Neighbourhood Dispute (Dividing Fences and Trees) Act 2011, including who is responsible for carrying out the order and the timeframe.

You can search for a tree order by entering a suburb, street name, order name (e.g. NDR019) or the name of the applicant or respondent in the matter.

The tree orders register shows orders affecting land made under the *Neighbourhood Dispute (Dividing Fences and Trees) Act 2011*, including who is responsible for carrying out the order and the timeframe.

Orders are added to the register within 14 days of the order being made. The tree register does not list tree dispute applications or pending proceedings. To identify existing applications, you can request a [search of the register of proceedings](#).

**No results found.**

Search for

Date of order	Order	Address
14/04/2026	<a href="#">NDR143-23 (PDF, 83.4 KB)</a>	25 Prince Street Brighton QLD 4017
19/03/2026	<a href="#">NDR073-24 (PDF, 120.2 KB)</a>	74 Cardigan Street GRANVILLE QLD 4650
19/03/2026	<a href="#">NDR086-24 (PDF, 115.7 KB)</a>	12 Alkina Street KENMORE QLD 4069
18/03/2026	<a href="#">NDR216-24 (PDF, 94.6 KB)</a>	4A Kerenjon Avenue BUDERIM QLD 4556
17/03/2026	<a href="#">NDR017-24 (PDF, 150.2 KB)</a>	39 Orme Road Buderim QLD 4556
09/03/2026	<a href="#">NDR112-24 (PDF, 88.7 KB)</a>	39 Cockatoo Crescent Poona QLD 4650
05/03/2026	<a href="#">NDR171-23 (PDF, 166.2 KB)</a>	96 Island Street CLEVELAND QLD 4163
05/03/2026	<a href="#">NDR172-23 (PDF, 956.8 KB)</a>	1-5 Jacana Close BAYVIEW HEIGHTS QLD 4868
27/02/2026	<a href="#">NDR055-25 (PDF, 202.8 KB)</a>	81-83 Costain Street GOLDSBOROUGH QLD 4865

# Rate Notice

April - June 2026

Logan City Council ABN 21 627 796 435



169123/X/007420

D-035

J A Pulido Aldana and P S Theodore  
12 Pikedale St  
MURARRIE QLD 4172

Assessment number 99073806

Billing period 01 Apr 2026 - 30 Jun 2026

Issue date 17 Apr 2026

Due date **22 May 2026**

Amount due **\$1,041.07**

Interest of 12.12% pa compounding daily is charged on overdue rates and charges.

Property location	Lot on plan	Rating category	Rateable value
16 Batavia Court, PARK RIDGE SOUTH QLD 4125	Lot 6 RP 805555	Residential (Non-Owner-Occupied)	\$416,666

### Access the rates portal

Log into [myportal.logan.qld.gov.au](http://myportal.logan.qld.gov.au) to view your balance, payment history and past notices.

### Having trouble paying your rates?

If you are experiencing financial hardship, please visit the link or scan the QR code below.



[logan.qld.gov.au/paymenthelp](http://logan.qld.gov.au/paymenthelp)

## Summary of charges

Payments received after 7 April 2026 may not be included below.

Balance as of 7 April 2026	\$	0.00
Council rates and charges	\$	693.80
State government charges	\$	62.90
Water and wastewater (sewerage) charges This total consists of services and usage charges, refer to page 3	\$	284.37
<b>Amount payable if paid by 22 May 2026</b>	<b>\$</b>	<b>1,041.07</b>

See over the page for a breakdown and more payment options

This notice is registered to receive rates electronically. A printed version will not be posted.

Payment online

Payment by Bpay

Payment by phone

Payment at Australia Post



Use your credit or debit card to pay 24 hours, 7 days per week

Ref No: 9907 3806

[logan.qld.gov.au/online-payment](http://logan.qld.gov.au/online-payment)



Billers Code: 17392  
Ref: 5 9907 3806

Telephone & Internet Banking - BPAY®  
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: [www.bpay.com.au](http://www.bpay.com.au)

\* Credit Card payments may incur a 0.30% surcharge.

Billers Code: 17392  
Ref: 5 9907 3806

Phone **1300 276 468** or from overseas **+61 1300 276 468**

POST billpay™



\*0459 99073806

Minimum payment \$50.00 unless the amount shown on the current rate notice is less.

Assessment number: 99073806

Period: 1 Apr 2026 to 30 Jun 2026 Issue date: 17 April 2026

Breakdown of April to June 2026 rates and charges	Amount	Total
<b>Council rates and charges</b>		
General Rate - Residential (Non-Owner-Occupied)	\$ 554.79	
Garbage Charge – Residential Waste & Recycling	\$ 111.50	
Environmental Charge	\$ 27.10	
Volunteer Fire Brigade Separate Charge	\$ 0.41	\$ 693.80
<b>State government charges</b>		
State Emergency Levy Group 2	\$ 62.90	\$ 62.90
<b>Water and wastewater (sewerage) charges</b>		
Water Service Charge - Restricted Demand	\$ 82.13	
Water Usage	\$ 202.24	\$ 284.37
<b>Total rates and charges for April to June 2026</b>		<b>\$ 1,041.07</b>

The Queensland Government waste levy for general waste has **increased from \$115 per tonne in 2024/25 to \$125 per tonne for 2025/26**. The Queensland Government has reduced the rebate provided to Council from \$12,381,830 in 2024/25 to \$11,083,480 in 2025/26 to mitigate impacts from the waste levy on households. Council's Waste Utility Charge covers costs associated with providing bin collection services and managing waste in the City of Logan, including the gap between the Queensland Government waste levy charged to Council and the rebate received by Council which is approximately 70% for the 2025/26 financial year.

## Council contact details

### Logan City Council Administration Centre and Customer Service Centres

150 Wembley Rd, Logan Central

Postal Address:

PO Box 3226, Logan City DC Qld 4114

Open: 8am–5pm Monday to Friday (AEST)

Website: [logan.qld.gov.au](http://logan.qld.gov.au)

Email: [council@logan.qld.gov.au](mailto:council@logan.qld.gov.au)

Rates enquiries: **07 3412 5230**

General enquiries: **07 3412 3412**

### Beenleigh Customer Service

105 George St, Beenleigh  
(Cnr of George St and City Rd)

Open: 8am–4.45pm Monday to Friday (AEST)

### Jimboomba Customer Service

18–22 Honora St, Jimboomba

Open: 8am–4.45pm Monday to Friday (AEST)

Council offices are closed on public holidays

## Other ways to pay your rates

### AusPost app

Download the Australia Post app available on the App Store or Google Play. Use the app to pay your rates.



### Direct debit

To arrange automatic payment from your bank account, visit [logan.qld.gov.au/rates/payment-options](http://logan.qld.gov.au/rates/payment-options). Your application must be received at least seven days before the next due date. NOTE: Direct Debit can not be set up on a credit card account.



### In person

#### Logan City Council Administration Centre or Customer Service Centres

cash; cheque; money order; debit card; credit card



### By mail

Make your cheque or money order payable to Logan City Council and post it with details of your property address and rates assessment number to the postal address on this page.

# Water and Wastewater Account Information



Distribution and retail charges for the period **01/04/2026 to 30/06/2026** have been totalled and are detailed below

Property location	Lot on plan
16 Batavia Court, PARK RIDGE SOUTH QLD 4125	Lot 6 RP 805555

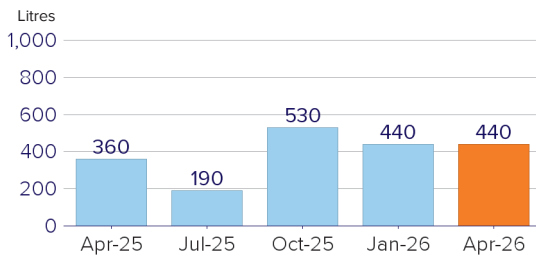
## Local Government Distribution and Retail Charges

Water Service Charge - Restricted Demand - amount charged to maintain the water network	\$	82.13
Water Usage	\$	202.24
	<b>\$</b>	<b>284.37</b>

Meter No.	Previous read date	Previous meter reading	Current read date	Current meter reading	Usage	No. of days	Avg. daily usage (kL)
22V010657	02 Dec 2025	425	12 Mar 2026	469	44	100	0.440
Council Water Usage Charge			44.00 @ 1.0793 per kl			\$	47.48
State Govt Bulk Water Charge			44.00 @ 3.5170 per kl			\$	154.76
						<b>\$</b>	<b>202.24</b>

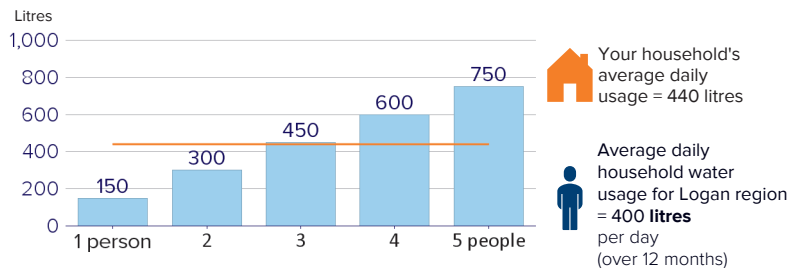
## Your water usage comparison

Compare your average daily usage over time



1 kilolitre = 1,000 litres

Compare your current daily usage with others in the Logan region



Please refer to the RTA for advice on the charges that can be passed on to tenants. Visit: [rta.qld.gov.au](http://rta.qld.gov.au) and search for 'Water charging fact sheet'.

You are using more water than the average Logan household, there are many simple ways for you to use less water. Check out our water saving tips on the next page to see how small changes can make a big difference.

## How you can save water

If you're using more than the average household, try these waterwise tips.





With small changes in your habits, you'll save money and we'll all save water.

 Have shorter showers. Save 9 litres a min.	 Run the dishwasher only when full. Save 1,000s of litres a year.
 Fix a dripping tap. Save 50 litres a day.	 Turn off the tap when brushing your teeth. Save 5 litres a min.
 Use the half flush button on the toilet. Save 30 litres a day.	 Run the washing machine only with full loads. Save 1,000s of litres a year.
 Sweep your driveway rather than hose it down. Save 11 litres a min.	 Use a pressure cleaner to clean your car instead of a hose. Save 8 litres a min.
 Use a pool cover. Save 36,000 litres a year.	 Install a rainwater tank. Save 1000s of litres a year.

For more information visit:  
[logan.qld.gov.au/waterwise](http://logan.qld.gov.au/waterwise)

## Do you know what \$1 of water usage charges buys you?

Because we use water for so many things in our households, it can be hard sometimes to see exactly what our water bill buys us. You might be surprised to learn just how much water you get for around \$1, here are a few examples:

 **1,000** CUPS OF DRINKING WATER  
 OR  **6x** 4 MINUTE SHOWERS  
 OR  **25** FULL DISHWASHER LOADS  
 OR  **82** HALF FLUSHES OF THE TOILET

## How to check for concealed water leaks

It's easy to check for concealed water leaks, and if your pipes are leaking you may be eligible for a reimbursement on your water usage costs.

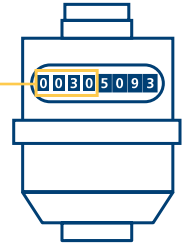
We repair water leaks from the water supply system to (and including) your water meter. You are responsible for repairs from your water meter to your property.

For more information visit:  
[logan.qld.gov.au/waterleaks](http://logan.qld.gov.au/waterleaks)

## How to read your water meter

Locate your meter and read the **BLACK NUMBERS ONLY** as per the images shown.

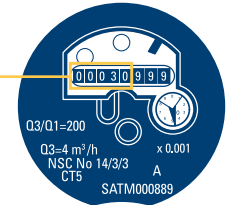
If your meter is this type, the reading would be **0030** kilolitres



If your meter is this type, the reading would be **0030** kilolitres



If your meter is this type, the reading would be **0030** kilolitres



## Please make sure your water meter can be easily accessed by meter readers at all times.



### Struggling to take a 4 minute shower?

Drop into your local library or nearest customer service centre to pick up a 4 minute shower timer. It's our gift to you to say thanks for working with us to better manage our precious water resources.

## Don't rush to flush

Disposing the wrong items down toilets, sinks and wastewater pipes can result in homeowners incurring expensive plumbing bills to unblock wastewater pipes on their property.

Correct disposal also reduces unnecessary damage to our wastewater network and the environment.



**Only flush toilet paper, pee and poo.**  
(No wet wipes, tissues or paper towels).



**Only water should go down the sink.**  
(No cooking oil, grease or food scraps).



**Take paint, fuel, engine oil and chemicals to Council's Waste and Recycling facility.**  
(Don't tip onto your grass).

For more information visit:  
[logan.qld.gov.au/dontrushtoflush](http://logan.qld.gov.au/dontrushtoflush)

Job ID 52987370

**26188**



[Review responses online](#) ↗

	<p>Received 3 of 3 responses <b>All responses received</b></p> <p>16 Batavia Ct, Park Ridge South QLD 4125</p> <p>Job dates 29/04/2026 → 30/04/2026</p> <p>These plans expire on 25 May 2026</p> <p>Lodged by Jamie Munro</p>
--	---

Authority	Status	Page
✉ BYDA Confirmation		2
📄 Look up and Live		4
🏢 Logan City Council	Received	7
🏢 NBN Co Qld	Received	12
🏢 Telstra QLD FA	Received	23



Zero damage - Zero harm - Zero disruption

Contact Details

Contact	Contact number	Company	Enquirer ID
Jamie Munro	0448 782 306	-	3579503
Email	Address		
admin@swllaw.com.au	84 Almandin Street Logan Reserve QLD 4133		

Job Site and Enquiry Details

**WARNING:** The map below only displays the location of the proposed job site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.

Enquiry date	Start date	End date	On behalf of	Job purpose	Locations	Onsite activities
27/04/2026	29/04/2026	30/04/2026	Private	Design	Private	Conveyancing



Check that the location of the job site is correct. If not, you must submit a new enquiry.

If the scope of works change or plan validity dates expire, you must submit a new enquiry.

Do NOT dig without plans. Safe excavation is your responsibility. If you don't understand the plans or how to proceed safely, please contact the relevant asset owners.

User Reference	Address	Notes/description
26188	16 Batavia Ct Park Ridge South QLD 4125	-

Your Responsibility and Duty of Care

- **Lodging an enquiry does not authorise project commencement.** Before starting work, you must obtain all necessary information from all affected asset owners.
- If you don't receive plans within 2 business days, contact the asset owner & quote their sequence number.
- Always follow the 5Ps of Safe Excavation (page 2), and locate assets before commencing work.
- Ensure you comply with State legislative requirements for Duty of Care and safe digging.
- If you damage an underground asset, you MUST advise the asset owner immediately.
- By using the BYDA service, you agree to the [Privacy Policy](#) and [Term of Use](#).
- For more information on safe digging practices, visit [www.byda.com.au](http://www.byda.com.au)

Asset Owner Details

Below is a list of asset owners with underground infrastructure in and around your job site. It is your responsibility to identify the presence of these assets. Plans issued by Members are indicative only unless specified otherwise. Note: not all asset owners are registered with BYDA. You must contact asset owners not listed here directly.

Referral ID (Seq. no)	Authority Name	Phone	Status
271909511	Logan City Council	(07) 3412 3412	NOTIFIED
271909510	NBN Co Qld	1800 687 626	NOTIFIED
271909512	Telstra QLD FA	1800 653 935	NOTIFIED

END OF UTILITIES LIST



**Plan**

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.



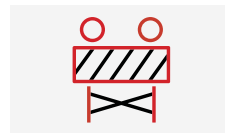
**Prepare**

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a skilled Locator.



**Pothole**

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.



**Protect**

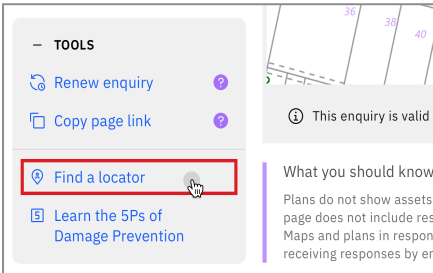
Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.



**Proceed**

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.

**Engage a skilled Locator**



When you lodge an enquiry you will see skilled Locators to contact

Visit the Certified Locator website directly and search for a locator near you

[certloc.com.au/locators](http://certloc.com.au/locators)

**Get FREE Quotes for Contractors & Equipment Fast**



Use iseekplant's FREE marketplace to get quotes for the equipment or services you need on your project. Compare quotes from trusted local contractors and get your project done on time and in budget.

1. Fill out your job details in our FREE quick quote form.
2. We send the request to trusted local contractors.
3. The local contractors will contact you directly with quotes

**GET QUOTE**

Use iseekplant to find trusted contractors near you today, visit: [blog.iseekplant.com.au/byda-isp-get-quotes](http://blog.iseekplant.com.au/byda-isp-get-quotes)

**Book a FREE BYDA Session**



BYDA offers free training sessions to suit you and your organisation's needs covering safe work practices when working near essential infrastructure assets. The free sessions are offered in two different formats - online and face-to-face.

To book a session, visit: [byda.com.au/contact/education-awareness-enquiry-form](http://byda.com.au/contact/education-awareness-enquiry-form)

**BOOK NOW**

# Look up and Live - 52987370



## LUAL QLD

### Energex/Ergon Poles

## LUAL QLD

### LV

- Overhead
- - - - - Underground

## LUAL\_WA

### Poles

## Poles

- Pole
- Pole w Ground Stay
- Tower

## Network TR

- Overhead
- - - - - Underground
- • • Submarine

● Pole

● Pole w Ground Stay

● Tower

**SWER**

— Overhead

- - - Underground

**HV**

— Overhead

- - - Underground

⋯ Submarine

● Pole

● Pole w Ground Stay

● Tower

**Network TR**

— Overhead

- - - Underground

- - - Submarine

**Network LV**

— Overhead

- - - Underground

**Network SWER**

— Overhead

- - - Underground

**Network HV**

— Overhead

- - - Underground

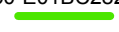
- - - Submarine

**Network Other**

—

**Exclusion Zone All**


— —

 Overhead

 Underground

 Overhead

 Underground

 Submarine

**LUAL\_Exclusion\_Zone\_Feature\_Public**



**LUAL\_NoData\_Public**



# Before You Dig Australia (BYDA)

## Asset Location Response



PO Box 3226 Logan City DC QLD 4114 • 150 Wembley Road, Logan Central  
 p (07) 3412 3412 • e council@logan.qld.gov.au • www.logan.qld.gov.au • ABN 21-627-796 435



Jamie Munro  
 84 Almandin Street  
 Logan Reserve QLD 4133  
 admin@swllaw.com.au

Logan City Council has been advised that you have placed an enquiry through the Before You Dig Australia service. Our records indicate the enquiry with the following details are affecting Logan City Council asset(s).

Enquiry Details	
Sequence Number	271909511
Enquiry Date	27/04/2026 10:19
Response	<b>AFFECTED</b>
Address	16 Batavia Ct Park Ridge South
Location in Road	
Activity	Conveyancing

**Please review plans attached and contact Logan City Council prior to commencing works:**

Logan City Council now provides a limited amount of As-Constructed and Drainage Plans on-line, click on the [Logan City As-Constructed Plans](#) link and type in the property address you are seeking.

Unfortunately, not all properties will have plan records accessible on-line. The following options are available to customers should a record not be available:

- For **As Constructed Private Sewer/Roofwater (Inside Properties)**  
 Contact *Development Assessment, Building & Plumbing*  
 p: (07) 3412 5269  
 Alternatively visit our Website *Link to the relevant PS1 or PS2 forms:*  
[Logan City As-Constructed Plans](#)
- For **As Constructed Private Sewer/Water/Stormwater (Outside Properties)**  
 Contact *Road Infrastructure Planning*  
 p: (07) 3412 5282  
 Alternatively visit our Website *Link for PS3 forms:*  
[Logan City As-Constructed Plans](#)

If you need more assistance please call us on 07 3412 3412 or email us at [council@logan.qld.gov.au](mailto:council@logan.qld.gov.au).

**Disclaimer:** This document is confidential to the addressee and may also be privileged, and neither confidentiality nor privilege is waived, lost or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information contained in this document that has been extracted from Council's records is believed to be accurate, but no responsibility is assumed for any error or omission. Council will only accept responsibility for information contained under official letterhead and duly signed by, or on behalf of, Chief Executive Officer.

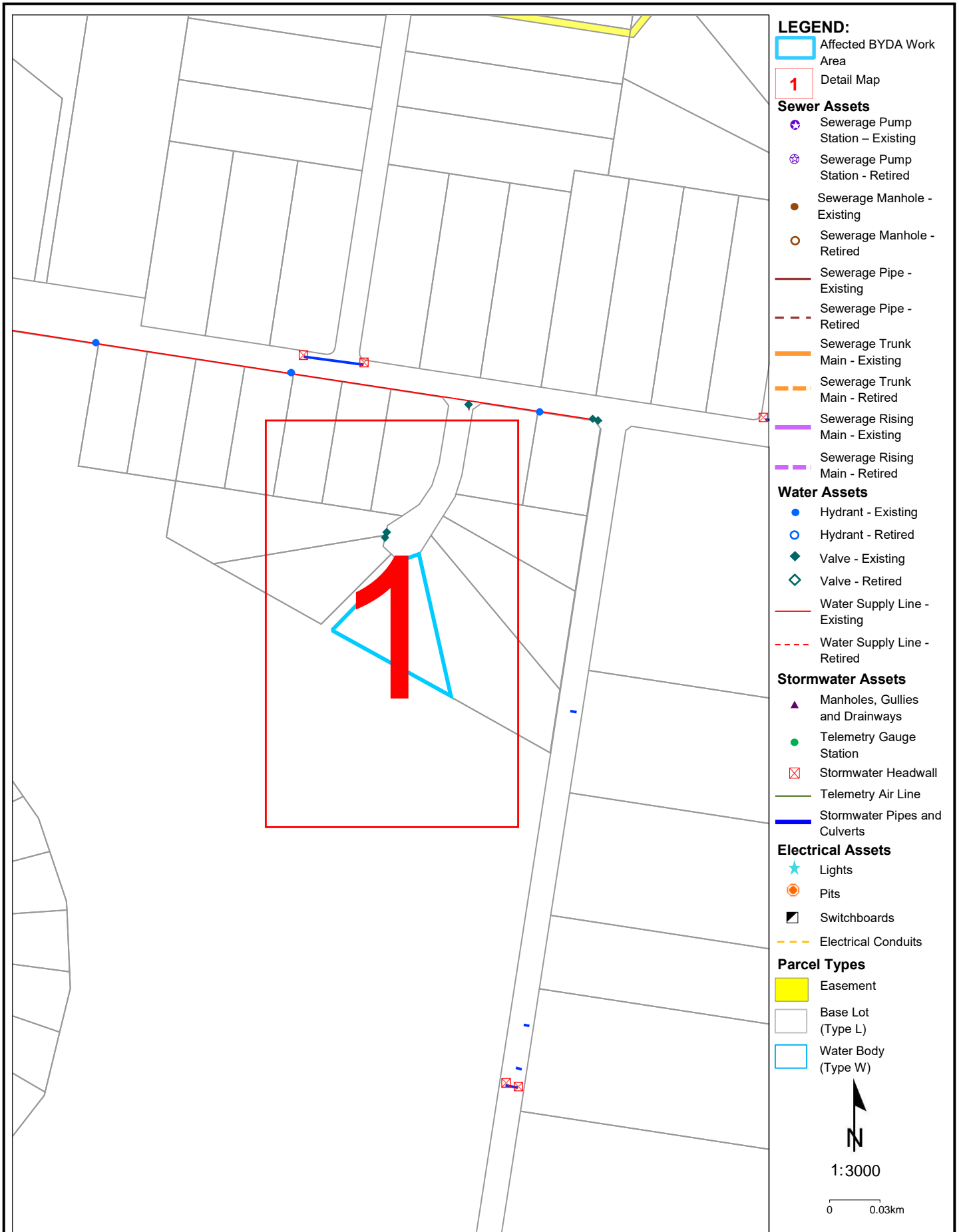
Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including but not limited to "workplace health and safety".



# Overview Map

Sequence No: 271909511

16 Batavia Ct Park Ridge South



**Disclaimer:** The plans are indicative only and while all reasonable care has been taken in producing this information, Logan City Council does not warrant the accuracy, completeness or currency of this information and accepts no responsibility for, or in connection with any loss or damage suffered as a result of any inaccuracies, errors or omissions or your reliance on this information. Base material reproduced with permission of the Director-General, Department of Natural Resources and Mines. The State of Queensland (Department of Natural Resources and Mines).

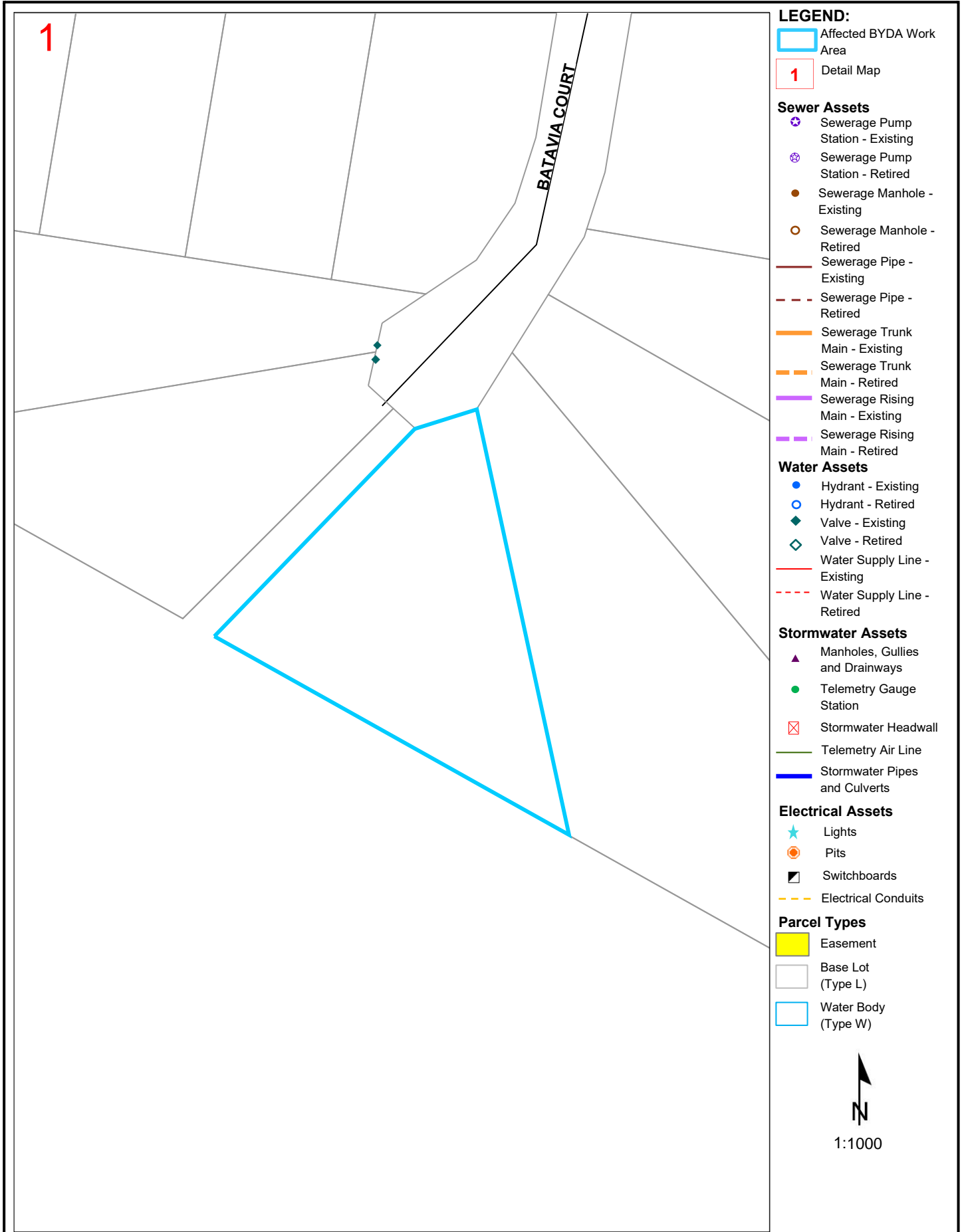
Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including but not limited to "workplace health and safety".



# Map 1

## Sequence No: 271909511

16 Batavia Ct Park Ridge South



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Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including but not limited to "workplace health and safety".

Job ID 52987370

**NBN Co Qld**

**Referral**  
271909510

**Member Phone**  
1800 687 626

## Responses from this member

**Response received** Mon 27 Apr 2026 10.23am

<b>File name</b>	<b>Page</b>
Response Body	13
271909510_20260427_002230219760_1.pdf	14
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	17
Disclaimer_271909510_20260427_002230219760.pdf	19

Hi Jamie Munro,

Please find attached the response to your DBYD referral for the address mentioned in the subject line. The location shown in our DBYD response is assumed based off the information you have provided. If the location shown is different to the location of the excavation then this response will consequently be rendered invalid.

Take the time to read the response carefully and note that this information is only valid for 28 days after the date of issue.

If you have any further enquiries, please do not hesitate to contact us.


Regards,  
Network Services and Operations  
NBN Co Limited  
P: 1800626329  
E: [dbyd@nbnco.com.au](mailto:dbyd@nbnco.com.au)  
[www.nbnco.com.au](http://www.nbnco.com.au)

#### Confidentiality and Privilege Notice

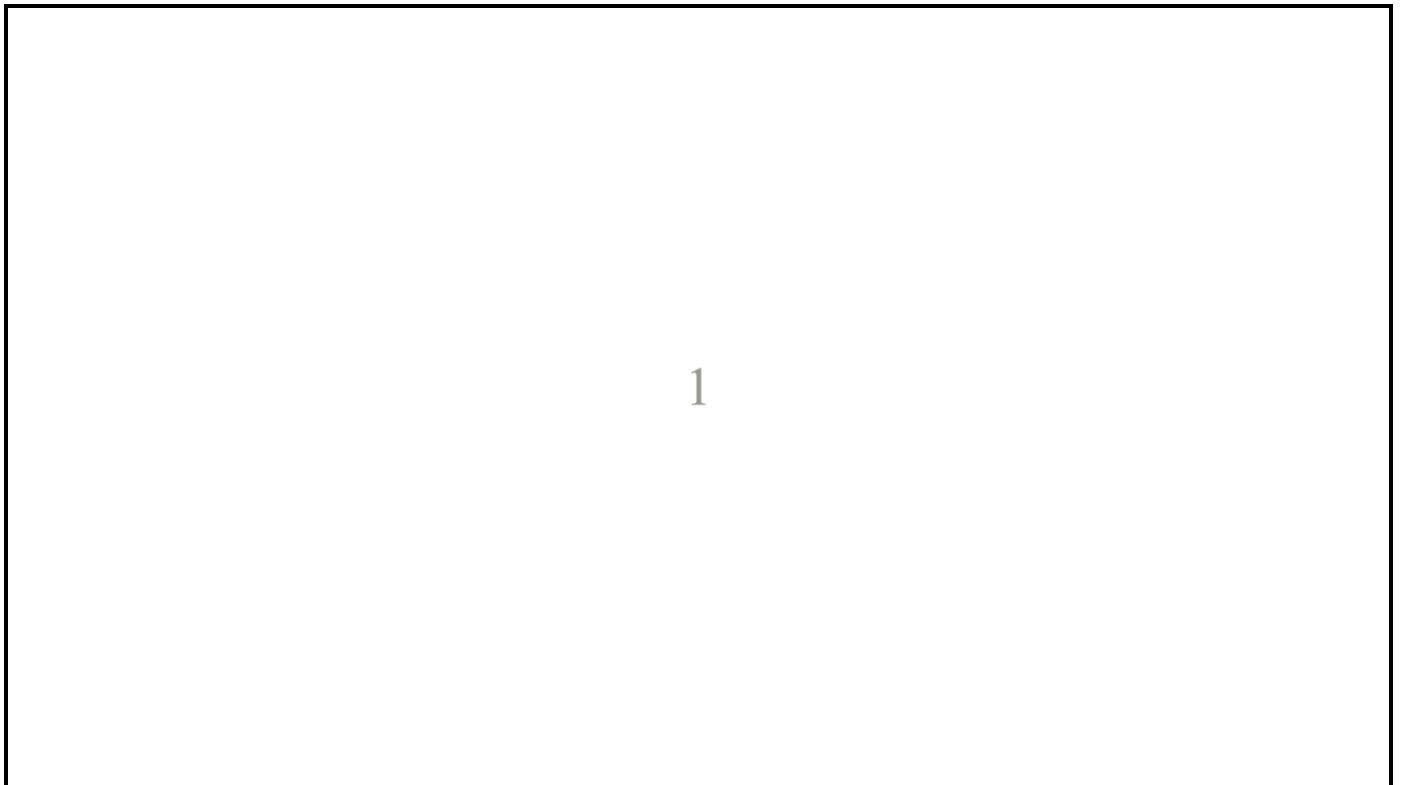
This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken delivery to you. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of NBN Co Limited

Please Do Not Reply To This Mail

**To:** Jamie Munro  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** admin@swllaw.com.au

<b>Dial before you dig Job #:</b>	52987370	
<b>Sequence #</b>	271909510	
<b>Issue Date:</b>	27/04/2026	
<b>Location:</b>	16 Batavia Ct , Park Ridge South , QLD , 4125	

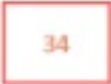




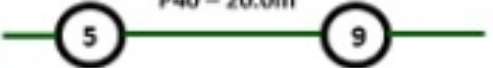
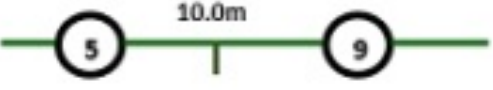





**Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans**

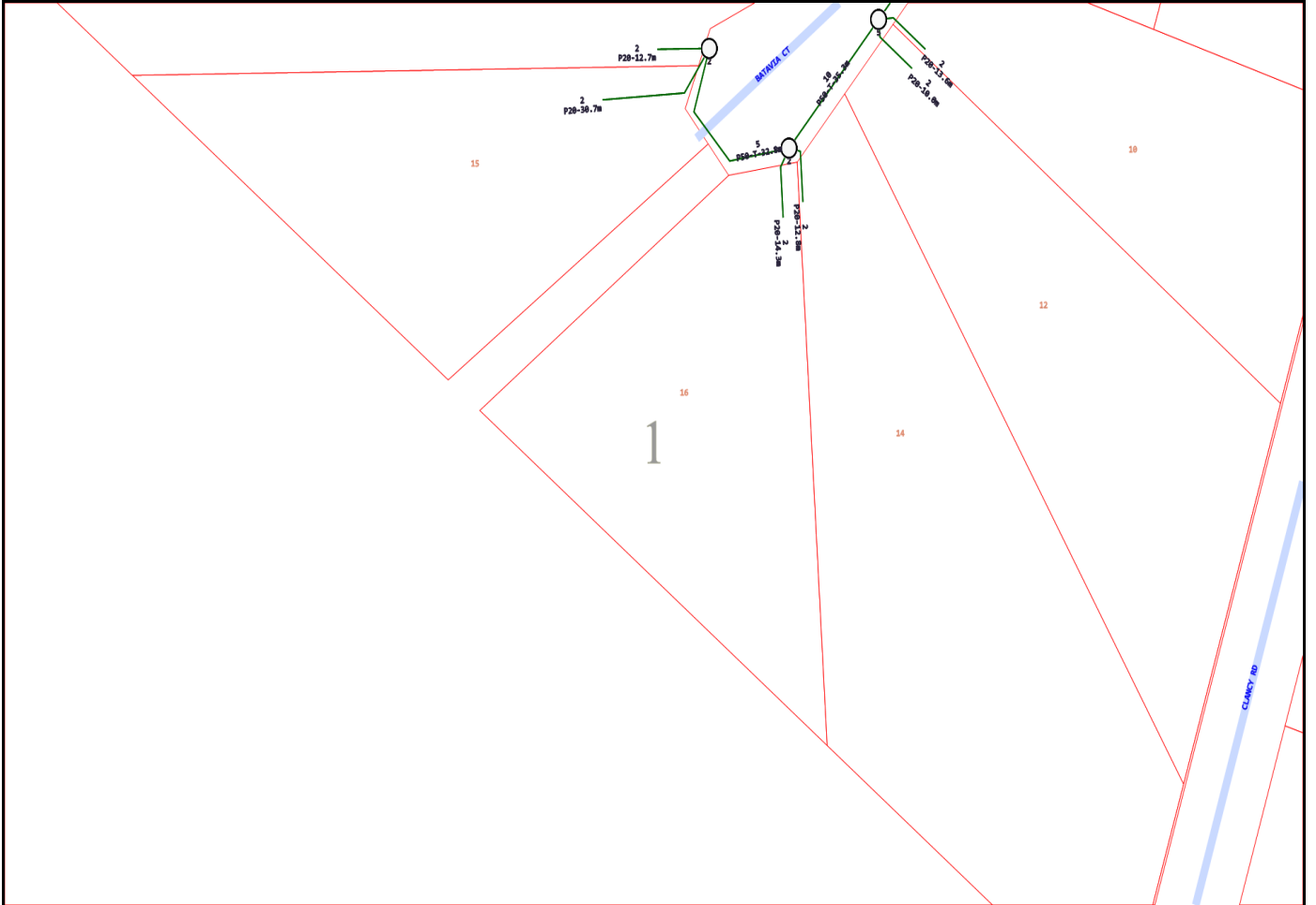




## LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
<p style="text-align: center;">2 PO – T- 25.0m P40 – 20.0m</p> 	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
<p style="text-align: center;">2 10.0m</p> 	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Copper/RF/Fibre) cables.
	Trench containing only <b>DESIGNED/PLANNED</b> (Copper/RF/Fibre/Power) cables.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Power) cables.
<p style="text-align: center;">BROADWAY ST</p> 	Road and the street name "Broadway ST"
<p style="text-align: center;">Scale</p>	<p style="text-align: center;">0    20    40    60    Meters</p>  <p style="text-align: center;">1:2000 1 cm equals 20 m</p>



## Emergency Contacts

You must immediately report any damage to the **nbn**<sup>™</sup> network that you are/become aware of. Notification may be by telephone - 1800 626 329.



# Working near nbn™ cables

**nbn** has partnered with Dial Before You Dig to give you a single point of contact to get information about **nbn** underground services owned by **nbn** and other utility/service providers in your area including communications, electricity, gas and other services. Contact with underground power cables and gas services can result in serious injury to the worker, and damage and costly repairs. You must familiarise yourself with all of the Referral Conditions (meaning the referral conditions referred to in the DBYD Notice provided by **nbn**).

## Practice safe work habits

Once the DBYD plans are reviewed, the Five P's of Excavation should be adopted in conjunction with your safe work practices (which must be compliant with the relevant state Electrical Safety Act and Safe Work Australia "Excavation Work Code of Practice", as a minimum) to ensure the risk of any contact with underground **nbn** assets are minimised.



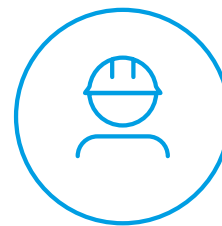
**Plan:** Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



**Prepare:** Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



**Pothole:** Non-destructive potholing (i.e. hand digging or hydro excavation) should be used to positively locate **nbn** underground assets with minimal risk of contact and service damage.

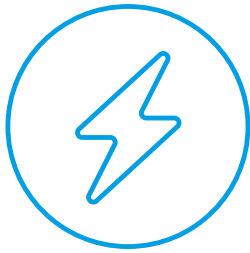


**Protect:** Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with the potential to damage the asset is prevented.

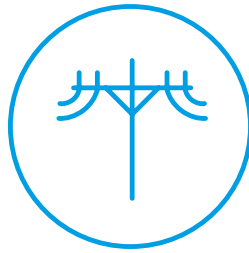


**Proceed:** Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

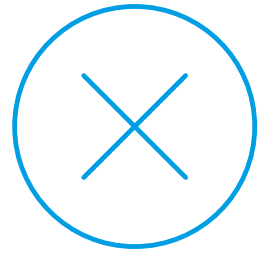
# Working near **nbn**<sup>™</sup> cables



Identify all electrical hazards, assess the risks and establish control measures.



When using excavators and other machinery, also check the location of overhead power lines.



Workers and equipment must maintain safety exclusion zones around power lines.

---

Once all work is completed, the excavation should be re-instated with the same type of excavated material unless specified by **nbn**. Please note:

- Construction Partners of **nbn** may require additional controls to be in place when performing excavation activities.
- The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

## Contact

All **nbn**<sup>™</sup> network facility damages must be reported online [here](#).  
For enquiries related to your DBYD request please call 1800 626 329.

### Disclaimer


This brochure is a guide only. It does not address all the matters you need to consider when working near our cables. You must familiarise yourself with other material provided (including the Referral Conditions) and make your own inquiries as appropriate.

**nbn** will not be liable or responsible for any loss, damage or costs incurred as a result of reliance on this brochure.

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**To:** Jamie Munro  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** admin@swllaw.com.au

<b>Before You Dig Australia Job #:</b>	52987370	
<b>Sequence #</b>	271909510	
<b>Issue Date:</b>	27/04/2026	
<b>Location:</b>	16 Batavia Ct , Park Ridge South , QLD , 4125	

## Information

The area of interest requested by you contains one or more assets.

<b>nbn™ Assets</b>	<b>Search Results</b>
<b>Communications</b>	Asset identified
<b>Electricity</b>	No assets

In this notice **nbn™ Facilities** means *underground fibre optic, telecommunications and/or power facilities, including but not limited to cables, owned and controlled by nbn™*

## Location of nbn™ Underground Assets

We thank you for your enquiry. In relation to your enquiry at the above address:

- **nbn's** records indicate that there **ARE nbn™** Facilities in the vicinity of the location identified above ("Location").
- **nbn** indicative plan/s are attached with this notice ("Indicative Plans").
- The Indicative Plan/s show general depth and alignment information only and are not an exact, scale or accurate depiction of the location, depth and alignment of **nbn™** Facilities shown on the Plan/s.
- In particular, the fact that the Indicative Plans show that a facility is installed in a straight line, or at uniform depth along its length cannot be relied upon as evidence that the facility is, in fact, installed in a straight line or at uniform depth.
- You should read the Indicative Plans in conjunction with this notice and in particular, the notes below.
- You should note that, at the present time, the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables. As such, consistent with the notes below, particular care must be taken by you to make your own enquiries and investigations to precisely locate any power cables and manage the risk arising from such cables accordingly.
- The information contained in the Indicative Plan/s is valid for 28 days from the date of issue set out above. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).

We thank you for your enquiry and appreciate your continued use of the Before You Dig Australia Service. For any enquiries related to moving assets or Planning and Design activities, please visit the [nbn Commercial Works](#) website to complete the online application form. If you are planning to excavate and require further information, please email [dbyd@nbnco.com.au](mailto:dbyd@nbnco.com.au) or call 1800 626 329.

#### Notes:

1. You are now aware that there are **nbn™** Facilities in the vicinity of the above property that could be damaged as a result activities carried out (or proposed to be carried out) by you in the vicinity of the Location.
2. You should have regard to section 474.6 and 474.7 of the *Criminal Code Act 1995* (CoA) which deals with the consequences of interfering or tampering with a telecommunications facility. Only persons authorised by **nbn** can interact with **nbn's** network facilities.
3. Any information provided is valid only for **28 days** from the date of issue set out above.

## Referral Conditions

The following are conditions on which **nbn** provides you with the Indicative Plans. By accepting the plans, you are agreeing to these conditions. These conditions are in addition, and not in replacement of, any duties and obligations you have under applicable law.

1. **nbn** does not accept any responsibility for any inaccuracies of its plans including the Indicative Plans. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).
2. You acknowledge that **nbn** has specifically notified you above that the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables.
3. You should not assume that **nbn™** Facilities follow straight lines or are installed at uniformed depths

along their lengths, even if they are indicated on plans provided to you. Careful onsite investigations are essential to locate the exact position of cables.

4. In carrying out any works in the vicinity of **nbn** Facilities, you must maintain the following minimum clearances:
  - 300mm when laying assets inline, horizontally or vertically.
  - 500mm when operating vibrating equipment, for example: jackhammers or vibrating plates.
  - 1000mm when operating mechanical excavators.
  - Adherence to clearances as directed by other asset owner's instructions and take into account any uncertainty for power cables.
5. You are aware that there are inherent risks and dangers associated with carrying out work in the vicinity of underground facilities (such as **nbn**™ fibre optic, copper and coaxial cables, and power cable feed to **nbn**™ assets). Damage to underground electric cables may result in:
  - Injury from electric shock or severe burns, with the possibility of death.
  - Interruption of the electricity supply to wide areas of the city.
  - Damage to your excavating plant.
  - Responsibility for the cost of repairs.
6. You must take all reasonable precautions to avoid damaging **nbn**™ Facilities. These precautions may include but not limited to the following:
  - All excavation sites should be examined for underground cables by careful hand excavation. Cable cover slabs if present must not be disturbed. Hand excavation needs to be undertaken with extreme care to minimise the likelihood of damage to the cable, for example: the blades of hand equipment should be aligned parallel to the line of the cable rather than digging across the cable.
  - If any undisclosed underground cables are located, notify **nbn** immediately.
  - All personnel must be properly briefed, particularly those associated with the use of earth-moving equipment, trenching, boring and pneumatic equipment.
  - The safety of the public and other workers must be ensured.
  - All excavations must be undertaken in accordance with all relevant legislation and regulations.
7. You will be responsible for all damage to **nbn**™ Facilities that are connected whether directly, or indirectly with work you carry out (or work that is carried out for you or on your behalf) at the Location. This will include, without limitation, all losses expenses incurred by **nbn** as a result of any such damage.
8. You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.
9. Except to the extent that liability may not be capable of lawful exclusion, **nbn** and its servants and agents and the related bodies corporate of **nbn** and their servants and agents shall be under no liability whatsoever to any person for any loss or damage (including indirect or consequential loss or damage) however caused (including, without limitation, breach of contract negligence and/or breach of statute) which may be suffered or incurred from or in connection with this information sheet or any plans (including Indicative Plans) attached hereto. Except as expressly provided to the contrary in this information sheet or the attached plans (including Indicative Plans), all terms, conditions, warranties, undertakings or representations (whether expressed or implied) are excluded to the fullest extent permitted by law.

All works undertaken shall be in accordance with all relevant legislations, acts and regulations applicable to the particular state or territory of the Location. The following table lists all relevant documents that shall be considered and adhered to.

State/Territory	Documents
<b>National</b>	Work Health and Safety Act 2011
	Work Health and Safety Regulations 2011
	Safe Work Australia - Working in the Vicinity of Overhead and Underground Electric Lines (Draft)

	Occupational Health and Safety Act 1991
<b>NSW</b>	Electricity Supply Act 1995
	Work Cover NSW - Work Near Underground Assets Guide
	Work Cover NSW - Excavation Work: Code of Practice
<b>VIC</b>	Electricity Safety Act 1998
	Electricity Safety (Network Asset) Regulations 1999
<b>QLD</b>	Electrical Safety Act 2002
	Code of Practice for Working Near Exposed Live Parts
<b>SA</b>	Electricity Act 1996
<b>TAS</b>	Tasmanian Electricity Supply Industry Act 1995
<b>WA</b>	Electricity Act 1945
	Electricity Regulations 1947
<b>NT</b>	Electricity Reform Act 2005
	Electricity Reform (Safety and Technical) Regulations 2005
<b>ACT</b>	Electricity Act 1971

Thank You,

**nbn BYDA**

Date: 27/04/2026

This document is provided for information purposes only. This document is subject to the information classification set out on this page. If no information classification has been included, this document must be treated as UNCLASSIFIED, SENSITIVE and must not be disclosed other than with the consent of nbn co. The recipient (including third parties) must make and rely on their own inquiries as to the currency, accuracy and completeness of the information contained herein and must not use this document other than with the consent of nbn co.

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Job ID 52987370

**Telstra QLD FA**

**Referral**  
271909512

**Member Phone**  
1800 653 935

## Responses from this member

**Response received** Mon 27 Apr 2026 10.24am

<b>File name</b>	<b>Page</b>
Response Body	24
271909512.pdf	26
AccreditedPlantLocators 2025-01-08a.pdf	27
Telstra Duty of Care v32.0c.pdf	28
Telstra Map Legend v4_0c.pdf	30

**Attention:** Jamie Munro

**Site Location:** 16 Batavia Ct, Park Ridge South, QLD 4125

**Your Job Reference:** 26188

**Please do not reply to this email, this is an automated message -**



Important - this site is within or in the vicinity of a **RED IMPORTED FIRE ANT RESTRICTED AREA**. Movement controls apply. Penalties of up to \$220,000 for individuals and \$1.1 million for corporations may apply. Call **13 25 23** or visit [www.daff.qld.gov.au/fireants](http://www.daff.qld.gov.au/fireants) for further information.

Thank you for requesting Telstra information via Before You Dig Australia (BYDA).

This response contains Telstra information relating to your recent BYDA request.

**Please refer to all enclosed attachments for more information.**

Information for opening Telstra Asset Plans as well as some other useful contact information is noted in the attached documents.

**Report Damage to Telstra Equipment:** [Report damages to Telstra equipment - Telstra](#)

Please note:

When working in the vicinity of telecommunications plant you have a 'Duty of Care' that must be observed.

Ensure you read all documents (attached) - they contain important information.

Please also refer to the **Before you Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation**

<https://www.byda.com.au/before-you-dig/best-practice-guides/>, The essential steps that must be undertaken prior to commencing construction activities

**WARNING:** Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing them. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra assets prior to commencing work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works.

See the **Before You Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation**

<https://www.byda.com.au/before-you-dig/best-practice-guides/>.

Please note that:

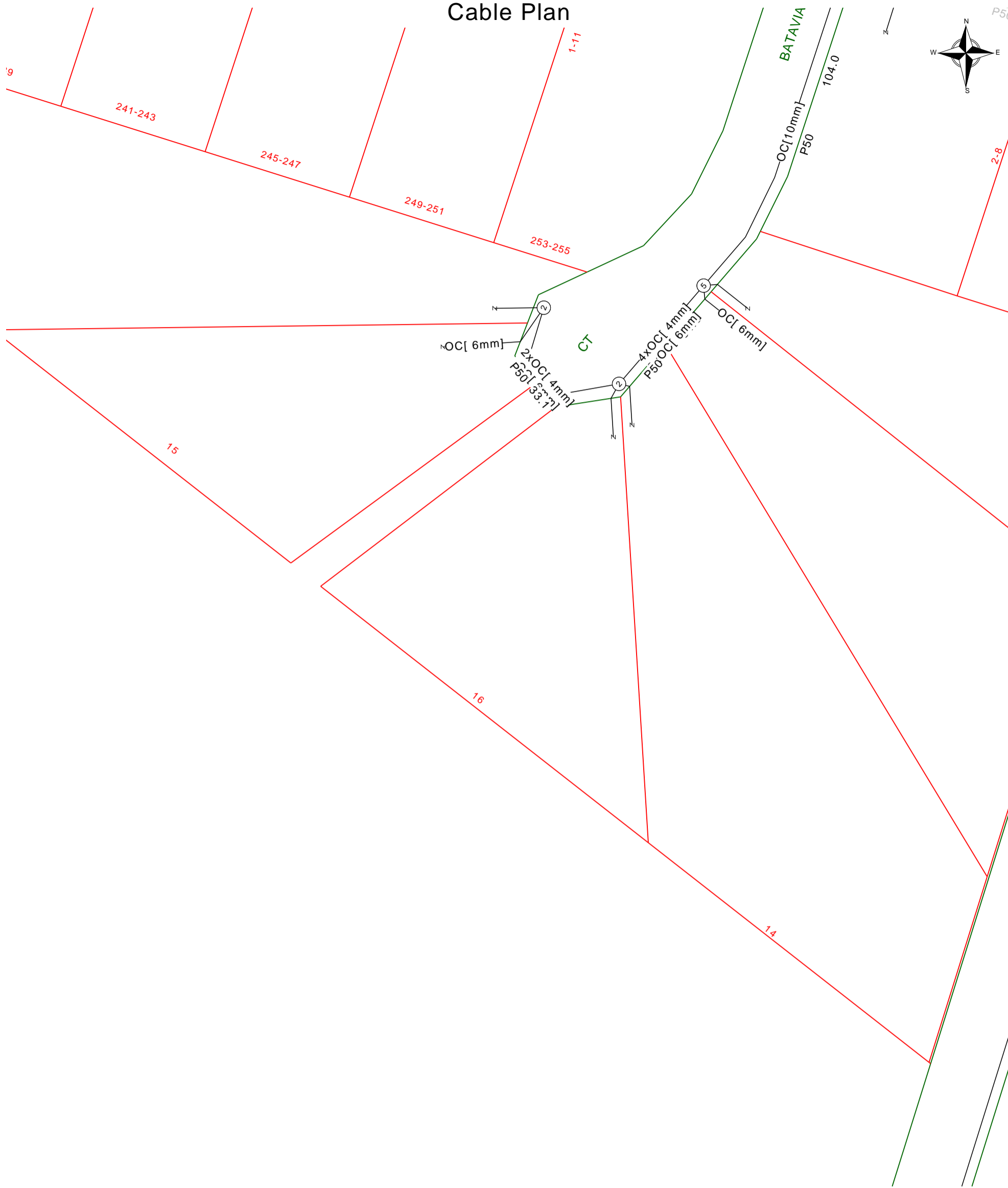
- it is a criminal offence under the *Criminal Code Act* 1995 (Cth) to tamper or interfere with telecommunications infrastructure.
- Telstra will take action to recover compensation for damage caused to property and assets, and for interference with the operation of Telstra's networks and customers' services.

Telstra's plans contain Telstra's confidential information and are provided on the basis that they are used solely for identifying the location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause Telstra loss or damage and you must comply with any other terms of access to the data that have been provided to you by Telstra (including Conditions of Use or Access).

(See attached file: *Telstra Duty of Care v32.0c.pdf*)

(See attached file: *Telstra Map Legend v4\_0c.pdf*)

# Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra>  
 Ph - 13 22 03  
 Email - Telstra.Plans@team.telstra.com  
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 271909512

Please read Duty of Care prior to any excavating

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 27/04/2026 10:22:40

**WARNING**  
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.



## General Information

### Before you Dig Australia – BEST PRACTISE GUIDES

#### The five Ps of safe excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

### OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.  
Dependent on the site address and the size of area selected.  
You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)  
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or  
Autodesk Design Review <http://usa.autodesk.com/design-review/> for  
DWF files. (Windows PC)



PDF Map Files (max size A3)  
Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra BYDA map related enquiries email [Telstra.Plans@team.telstra.com](mailto:Telstra.Plans@team.telstra.com)  
1800 653 935 (AEST Business Hours only)



#### REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY

Report online - <https://www.telstra.com.au/forms/report-damage-to-telstra-equipment>

Ph: 13 22 03

If you receive a message asking for a phone or account number say:  
“I don’t have one” then say “Report Damage” then press 1 to speak to an operator.



Telstra New Connections / Disconnections  
13 22 00



Telstra asset relocation enquiries: 1800 810 443 (AEST business hours only).

[NetworkIntegrity@team.telstra.com](mailto:NetworkIntegrity@team.telstra.com)

<https://www.telstra.com.au/consumer-advice/digging-construction>



Telstra Aerial Assets Group (overhead network)  
1800 047 909



CERTLOC Certified Locating Organisation (CLO)

[certloc.com.au/locators/](http://certloc.com.au/locators/)

Only Telstra authorised personnel and CERTLOC Locators can access Telstra’s Pit and Pipe Network.



# Before You Dig Australia

## Think before you dig

This document has been sent to you because you requested plans of the Telstra network through Before You Dig Australia (BYDA).

If you are working or excavating near telecommunications cables, or there is a chance that cables are located near your site, you are responsible to avoid causing damage to the Telstra network.

Please read this document carefully. Taking your time now and following the **BYDA's Best Practices and 5 Ps of Safe Excavation** <https://www.byda.com.au/before-you-dig/best-practice-guides/>

can help you avoid damaging our network, interrupting services, and potentially incurring civil and criminal penalties.

Our network is complex and working near it requires expert knowledge. Do not attempt these activities if you are not qualified to do so.



# Disclaimer and legal details

\*Telstra advises that the accuracy of the information provided by Telstra conforms to Quality Level D as defined in AS5488-2013.

It is a criminal offence under the Criminal Code Act 1995 (Cth) to tamper or interfere with telecommunications infrastructure.

Telstra will also take action to recover costs and damages from persons who damage assets or interfere with the operation of **Telstra's** networks.

By receiving this information including the indicative plans that are provided as part of this information package you confirm that you understand and accept the risks of working near **Telstra's** network and the importance of taking all the necessary steps to confirm the presence, alignments and various depths of **Telstra's** network. This in addition to, and not in replacement of, any duties and obligations you have under applicable law.

When working in the vicinity of a telecommunications plant you have a "Duty of Care" that must be observed. Please read and understand all the information and disclaimers provided below.

The Telstra network is complex and requires expert knowledge to interpret information, to identify and locate components, to pothole underground assets for validation and to safely work around assets without causing damage. If you are not an expert and/or qualified in these areas, then you must not attempt these activities. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers. Construction activities and/or any activities that potentially may impact on Telstra's assets must not commence without first undertaking these steps. Construction activities can include anything that involves breaking ground, potentially affecting Telstra assets.

If you are designing a project, it is recommended that you also undertake these steps to validate underground assets prior to committing to your design.

This Notice has been provided as a guide only and may not provide you with all the information that is required for you to determine what assets are on or near your site of interest. You will also need to collate and understand all information received from other Utilities and understand that some Utilities are not a part of the BYDA program and make your own enquiries as appropriate. It is the responsibility of the entities undertaking the works to protect **Telstra's** network during excavation / construction works.

Telstra owns and retains the copyright in all plans and details provided in conjunction with the applicant's request. The applicant is authorised to use the plans and details only for the purpose indicated in the applicant's request. The applicant must not use the plans or details for any other purpose.

Telstra plans or other details are provided only for the use of the applicant, its servants, agents, or CERTLOC Certified Locating Organisation (CLO). The applicant must not give the plans or details to any parties other than these and must not generate profit from commercialising the plans or details.

Telstra, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Telstra against any claim or demand for any such loss or damage.

Please ensure Telstra plans and information provided always remains on-site throughout the inspection, location, and construction phase of any works.

Telstra plans are valid for 60 days after issue and must be replaced if required after the 60 days.

## Data Extraction Fees

In some instances, a data extraction fee may be applicable for the supply of Telstra information. Typically, a data extraction fee may apply to large projects, planning and design requests or requests to be supplied in non-standard formats. For further details contact Telstra Location Intelligence Team.

Telstra does not accept any liability or responsibility for the performance of or advice given by a CERTLOC Certified Locating Organisation (CLO). Certification is an initiative taken by Telstra towards the establishment and maintenance of competency standards. However, performance and the advice given will always depend on the nature of the individual engagement.

Neither the Certified Locating Organisation nor any of its employees are an employee or agent for Telstra. Telstra is not liable for any damage or loss caused by the Certified Locating Organisation or its employees.

Once all work is completed, the excavation should be reinstated with the same type of excavated material unless specified by Telstra.

The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

When using excavators and other machinery, also check the location of overhead power lines.

Workers and equipment must maintain safety exclusion zones around power lines

**WARNING:** Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. **FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK.** A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

## Privacy Note

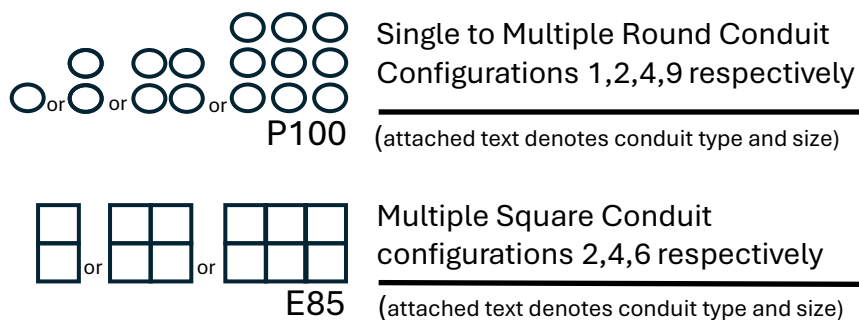
Your information has been provided to Telstra by BYDA to enable Telstra to respond to your BYDA request. Telstra keeps your information in accordance with its privacy statement. You can obtain a copy at [www.telstra.com.au/privacy](http://www.telstra.com.au/privacy) or by calling us at 1800 039 059 (business hours only).



# LEGEND

	<b>Lead-in terminates at a Customer Address</b>
	<b>Exchange</b> Major Cable Present
	<b>Pillar / Cabinet</b> Above ground Free Standing
	<b>Above ground Complex Equipment</b> Please note: Powered by 240v electricity
<b>OC</b>	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned
<b>DIST</b>	Distribution cables in Main Cable Ducts
<b>MC</b>	Main Cable ducts on a Distribution Plan
	Blocked or Damaged Duct
	Footway Access Chamber (can vary between 1-lid to 12-lid)
	NBN Pillar
	Third Party Owned Network Non-Telstra

	Cable Jointing Pit Number / Letter indicating Pit type/size
	Elevated Joint (above ground joint on buried cable)
	Telstra Plant in shared Utility trench
	Aerial cable / or cable on wall
	Aerial cable (attached to joint use Pole e.g., Power Pole)
	Marker Post Installed
	Buried Transponder
	Marker Post & Transponder
	Optical Fibre Cable Direct Buried
	Direct Buried Cable
	nbn owned network



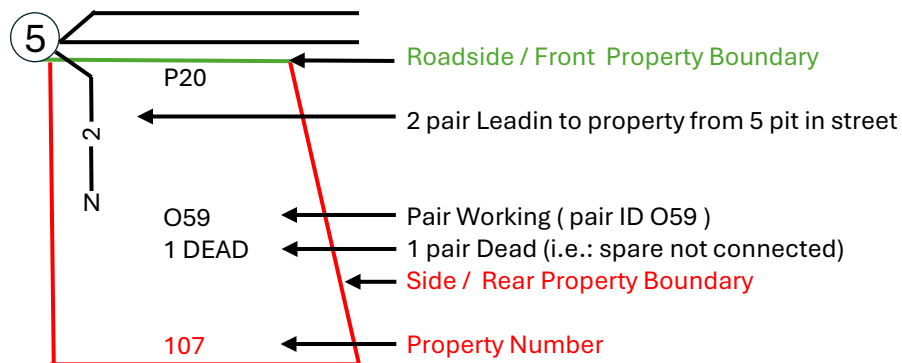
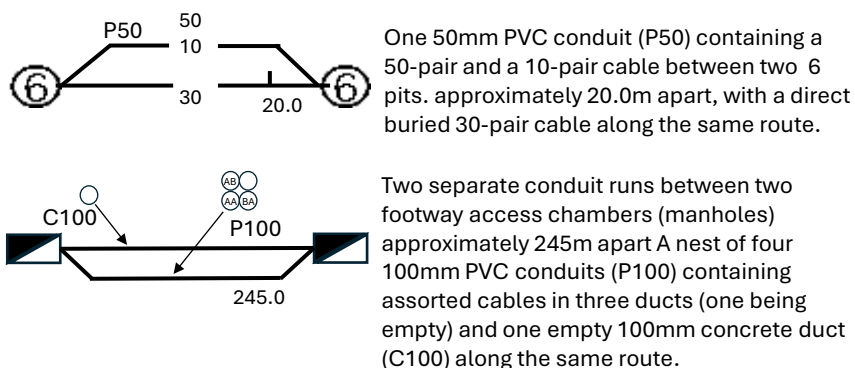
**Some examples of conduit type and size:**

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware

Conduit sizes nominally range from 20mm to 100mm

P50 50mm PVC conduit  
P100 100mm PVC conduit  
A100 100mm asbestos cement conduit

## Some Examples of how to read Telstra Plans



# The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

## Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.

## Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.

## Pothole

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.

## Protect

Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.

## Proceed

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.



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

# Residential Tenancy Agreement

for

**16 Batavia Court, Park Ridge  
South QLD 4125**

This agreement is made on

**27 March 2025 at Munruben, 4125**

between **Kathy Jasper, Mohammad Abdi** and **Patrick Samuel Theodore, Jennifer Adriana Pulido Aldana**

---

**RE/MAX Revolution**

p: +61 739 103 776

e: [revolutions@remax.com.au](mailto:revolutions@remax.com.au)

# Part 1 Tenancy details

Item  
1

## 1.1 Lessor

### Patrick Samuel Theodore

C/o- 2/36 Bryants Rd, Shailer Park QLD 4129

**p:** C/o- +61 739 103 776

**e:** C/o- revolutions@remax.com.au

### Jennifer Adriana Pulido Aldana

C/o- 2/36 Bryants Rd, Shailer Park QLD 4129

**p:** C/o- +61 739 103 776

**e:** C/o- revolutions@remax.com.au

Item  
2

## 2.1 Tenant/s

### Tenant 1 - Kathy Jasper

**p:** +61 457 733 665

**e:** hobbsie3@gmail.com

**Emergency Contact Full Name/s:** Mason Heta

**Emergency Phone:** +61 452 542 803

**Emergency Contact Email:** mason.josht@gmail.com

### Tenant 2 - Mohammad Abdi

**p:** +61 434 103 097

**e:** kmr3group@gmail.com

**Emergency Contact Full Name/s:** Kathy Jasper

**Emergency Phone:** 0457733665

**Emergency Contact Email:** hobbsie3@gmail.com

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

Nil

Item  
3

## 3.1 Agent

If applicable. See clause 43

### RE/MAX Revolution

2/36 Bryants Rd, Shailer Park QLD 4129

**p:** +61 739 103 776

**e:** revolutions@remax.com.au

Item  
4

## Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

### 4.1 Lessor

Email  Yes  No | C/o- revolutions@remax.com.au

Facsimile  Yes  No

### 4.2 Tenant/s

Email  Yes  No | hobbsie3@gmail.com, kmr3group@gmail.com

Facsimile  Yes  No

### 4.3 Agent

Email  Yes  No | revolutions@remax.com.au

Facsimile  Yes  No

Item  
5

## 5.1 Address of the rental premises

16 Batavia Court, Park Ridge South QLD 4125

## 5.2 Inclusions provided.

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

Shipping container on the property - tenants can use.

## 5.3 Details of current repair orders for the rental premises or inclusions

Nil

Item  
6

## 6.1 The term of the agreement is

fixed term agreement  periodic agreement

**6.2 Starting on** the 14th of April 2025

**6.3 Ending on** the 20th of April 2026`

Fixed term agreements only.

For continuation of tenancy agreement, see clause 6

Item  
7

## Rent

Rent \$ 1150.00 per  week  fortnight  month

See clause 8(1)

Item  
8

## Rent must be paid on the Saturday, weekly from the 19th of April 2025

Insert day. See clause 8(2). Insert week, fortnight or month

Item  
9

## Method of rent payment

Insert the way the rent must be paid. See clause 8(3)

### Other

Details MePay

Item  
10

## Place of rent payment

Insert where the rent must be paid. See clause 8(5) to 8(7)

Item  
10a

## Day of last rent increase

### Not Applicable

Insert the day the rent was last increased for the premises

*Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.*

Item  
11

## Rental bond amount

**\$4600.00**

See clause 13

Item  
12

## 12.1 The services supplied to the premises for which the tenant must pay

See clause 16

Electricity  Yes  No

Gas  Yes  No

Phone  Yes  No

Any other service that a tenant must pay  Yes  No

See special terms (Part 3)

## 12.2 Is the tenant to pay for water supplied to the premises

See clause 17

Yes  No

Item  
13

### If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay.

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

**Electricity** Individually metered  
**Gas** Individually metered  
**Phone** Individually metered

**Any other service stated in item 12.1**  
See special terms (Part 3)

Item  
14

### How services must be paid for

Insert for each how the tenant must pay. See clause 16(d)

**Electricity** As account holder direct to the supplier  
**Gas** As account holder direct to the supplier  
**Phone** As account holder direct to the supplier

**Any other service stated in item 12.1**  
See special terms (Part 3)

Item  
15

### Number of persons allowed to reside at the premises

3

See clause 23

Item  
16

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

See clause 22

Yes  No

### 16.2 Has the tenant been given a copy of the relevant by-laws

See clause 22

Yes  No

Item  
17

### The type and number of pets approved by the lessor to be kept at the premises

See clauses 33A to 33D

**Type**  
Dog - Maltese Terrier

**Number**  
1

Item  
18

### 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

<b>Smoke Alarms</b>	<b>Phone</b>	07 5563 0340
<b>Electrician</b>	<b>Phone</b>	07 3287 7200
<b>Plumbing</b>	<b>Phone</b>	07 3807 7327

### 18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs?

See clause 31(4)

Yes  No - Please provide lessor contact details below

# Part 2 Standard Term

## Division 1 Preliminary

### 1 Interpretation

In this agreement -

- (a) A reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

### 2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.  
**Note:** Some breaches of this agreement may also be an offence under the Act, for example, if—
  - The lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
  - The tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.
- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

### 3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 -
  - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
  - (b) must perform all the tenant's obligations under this agreement.

## Division 2 Period of Tenancy

### 4 Start of Tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

### 5 Entry condition report - s65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days -
  - (a) the day the tenant is entitled to occupy the premises;
  - (b) the day the tenant is given the copy of the condition report.**Note:** A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
  - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
  - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

### 6 Continuation of fixed term agreement - s70

- (1) This clause applies if—
  - (a) this agreement is a fixed term agreement; and
  - (b) none of the following notices are given, or agreements or applications made before the day the term ends (**the end day**)—
    - (i) a notice to leave;
    - (ii) a notice of intention to leave;
    - (iii) an abandonment termination notice;
    - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277 (7);
    - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.  
**Note:** For more information about the notices, see the information statement.

### 7 Costs apply to early ending of fixed term agreement - s357A

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).  
*Note* - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

## Division 3 Rent

### 8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid –
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by –
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if the lessor intends to change the way rent is paid to away that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement – in a way the lessor proposes by written notice to the tenant a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) The rent must be paid at the place stated in this agreement for item 10.
- (6) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (7) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

**Examples of an appropriate place:**

- the lessor's address for service
- the lessor's agent's office

### 9 Rent in advance - s87

The lessor may require the tenant to pay rent in advance only if the payment is not more than –

- (a) for a periodic agreement—2 weeks rent; or
- (b) for a fixed term agreement—1 month rent.

*Note:* - Under section 87 (2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

### 10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following –
  - (a) 2 months after the notice is given;
  - (b) 12 months after the last rent increase for the premises under section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant 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 93; and
  - (c) the increase in rent does not relate to –
    - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
    - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless –
  - (a) this agreement provides for the rent increase; and
  - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
  - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

### 11 Application to tribunal about excessive increase - s92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase –
  - (a) is excessive; or
  - (b) is not payable under clause 10.
- (2) However, the application must be made –
  - (a) within 30 days after the notice is received; and
  - (b) for a fixed term agreement – before the term ends.

### 12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

*Note:* - For details of the situations, see the information statement.

## Division 4 Rental bond

### 13 Rental bond required – ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
  - (a) if a special term requires the bond to be paid at a stated time—at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments—by instalments; or
  - (c) otherwise—when the tenant signs this agreement.  
**Note:** There is a maximum bond that may be required. See section 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.  
**Example:** The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.  
**Note:** For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

### 14 Increase in bond – s 154

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

## Division 5 Outgoings

### 15 Outgoings – s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.  
**Examples:** body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if –
  - (a) the lessor is the State; and
  - (b) rent is not payable under the agreement; and
  - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

### 16 General service charges – ss 164 and 165

- The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if –
- (a) the tenant enjoys or shares the benefit of the service; and
  - (b) the service is stated in this agreement for item 12.1; and
  - (c) either –
    - (i) the premises are individually metered for the service; or
    - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
  - (d) this agreement states for item 14 how the tenant must pay for the service.  
**Note:** Section 165 (3) limits the amount the tenant must pay.

## 17 Water service charges—ss 164 and 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if –
  - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.  
**Note:** A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount –
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.  
**Note:** For details about water efficiency, see the information statement.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169 (4) (a) to (e).
- (5) The lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.
- (6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.
- (7) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.
- (8) The tenant may be required to pay an amount calculated under section 166A using –
  - (a) a meter reading for the premises recorded in a condition report; and
  - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant mentioned in subclause (8); and
  - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (9) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (10) In this clause –

**water consumption charge**, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

**water consumption charges document** means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

**Note** – If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

## Division 6 Rights and obligations concerning the premises during tenancy

### Subdivision 1 Occupation and use of premises

#### 18 No legal impediments to occupation – s 181

The lessor must ensure there is no legal impediment to the occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

**Examples of possible legal impediments:**

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the Building Act 1975 before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

#### 19 Vacant possession and quiet enjoyment – ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under the agreement.  
**Editor's note:** Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

#### 20 Lessor's right to enter the premises – ss 192 – 199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

**Note:** See the information statement for details.

#### 21 Tenant's use of premises – ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not –
  - (a) use the premises for an illegal purpose; or
  - (b) cause a nuisance by the use of the premises; or

**Examples of things that may constitute a nuisance:**

  - using paints or chemicals on the premises that go onto or cause odours on adjoining land
  - causing loud noises
  - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

#### 22 Units and townhouses – s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to –
  - (a) the occupation of the premises; or
  - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if –

- (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
- (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

### 23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

### 24 - intentionally removed

## Subdivision 2 Standard of premises

### 25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure –
  - (a) the premises are clean; and
  - (b) the premises are fit for the tenant to live in; and
  - (c) the premises are in good repair; and
  - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
  - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (2) While the tenant continues, the lessor must –
  - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
  - (b) maintain the premises in good repair; and
  - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
  - (d) keep any common area included in the premises clean.
  - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.

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

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if –
  - (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - (d) the non-standard items are not a risk to health or safety; and
  - (e) for fixtures – the fixtures were not attached to the premises by the lessor.
- (4) In this clause –

**non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

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

### 26 Tenant's obligations generally - s188(2), (3) and (5)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

## Subdivision 3 The dwelling

### 27 Fixtures or structural changes - ss 206A - 209B

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

**Note:** Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

**Examples of terms:**

- that the tenant may remove the fixture
  - that the tenant must repair damage caused when removing the fixture
  - that the lessor must pay for the fixture if the tenant cannot remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
  - (4) The lessor must not act unreasonably in failing to agree.
  - (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –
    - (a) take action for a breach of a term of this agreement; or
    - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).
  - (6) A fixture may be attached, or a structural change may be made, to premises if the fixture or structural change –
    - (a) is necessary for a tenant's safety, security or accessibility; and
    - (b) is attached or made in the circumstances, and in accordance with any requirements, prescribed by regulation.

### 28 Supply of locks and keys – s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that –
  - (a) secures an entry to the premises; or
  - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
  - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

### 29 Changing locks – ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if –
  - (a) the other party to this agreement agrees to the change; or
  - (b) the lessor or tenant has a reasonable excuse for making the change; or
  - (c) the lessor or tenant believes the change is necessary because of an emergency; or
  - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant –
  - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
  - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless –
  - (a) the other party agrees to not being given the key; or
  - (b) a tribunal orders that the key not be given to the other party.

- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises —
  - (a) the *Body Corporate and Community Management Act 1997*;
  - (b) the *Building Units and Group Titles Act 1980*;
  - (c) a body corporate by-law.

## Subdivision 4 - Damage and repairs

### 30 Meaning of emergency and routine repairs — ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following —
  - (a) burst water service or serious water service leak;
  - (b) blocked or broken lavatory system;
  - (c) serious roof leak;
  - (d) gas leak;
  - (e) dangerous electrical fault;
  - (f) flooding or serious flood damage;
  - (g) serious storm, fire or impact damage;
  - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
  - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
  - (j) a fault or damage that makes the premises unsafe or insecure;
  - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
  - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

### 31 Nominated repairer for emergency repairs — s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either —
  - (a) in this agreement for item 18; or
  - (b) in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state —
  - (a) the name and telephone number of the nominated repairer; and
  - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if —
  - (a) the lessor has given the tenant a telephone number of the lessor; and
  - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

### 32 Notice of damage — s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to —
  - (a) the nominated repairer for the repairs; or
  - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted – the lessor.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

### 33 Emergency repairs arranged by tenant — ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if—
  - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
  - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.  
**Note:** For how the tenant may require reimbursement for the repairs, see sections 219 (2) and (3) and 220 and the information statement.

## Subdivision 5 Pets

### 33A Keeping pets and other animals at premises - ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.  
Notes -
  - (1) If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises
  - (2) For additional approvals to keep a pet or other animal at the premises see clause 33C.
- (4) An authorisation to keep the pet or working dog at the premises 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 tenant continues occupying the premises under a new agreement;
  - (b) a change in the lessor or lessor'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 at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.  
Examples -
  - (1) The 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 premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

### 33B Tenant responsible for pets and other animals - s 184C

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

### 33C Request for approval to keep pet - ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
  - (a) whether the lessor approves or refuses the tenant's request; and
  - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and  
**Note:** See clause 33D for limitations on conditions of approval to keep a pet at the premises
  - (c) if the lessor refuses the tenant's request -
    - (i) the grounds for the refusal; and
    - (ii) the reasons the lessor believes the grounds for the refusal apply to the request
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
  - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
  - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;

- (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
  - (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 applying to the premises;
  - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D – the tenant has not agreed to the conditions;
  - (h) the animal stated in the request is not a pet as defined in section 184A;
  - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
  - (b) the lessor's response does not comply with subclause (3)

### 33D Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
  - (a) relate only to keeping the pet at the premises; and
  - (b) are reasonable having regard to the type of pet and the nature of the premises; and
  - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
  - (a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
  - (b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
  - (c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
  - (a) would have the effect of the lessor contravening section 171 or 172; or
  - (b) would, as a term of this agreement, be void under section 173; or
  - (c) would increase the rent or rental bond payable by the tenant; or
  - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are 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 Restrictions on transfer or subletting by tenant

### 34 General – ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.

- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

### 35 State assisted lessors or employees of lessor – s 237

- (1) This clause applies if –
  - (a) the lessor is the State; or
  - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
  - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

## Division 8 When agreement ends

### 36 Ending of agreement – s 277

- (1) This agreement ends only if –
  - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
  - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
  - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day; or
  - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
  - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
  - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
  - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or Note -- See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
  - (b) the tenant dies

**Note:** See section 324A for when this agreement ends if a sole tenant dies.

### 37 Condition premises must be left in – s 188(4) and (5)

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.  
*Examples of what may be fair wear and tear –*
  - wear that happens during normal use
  - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

## 38 Keys

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

## 39 Tenant's forwarding address – s 205(2) and(3)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if –
  - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
  - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

## 40 Exit condition report – s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.  
*Example of what might be as soon as practicable – when the tenant returns the keys to the premises to the lessor or the lessor's agent*  
**Note:** For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report –
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report—show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent —make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

## 41 Goods or documents left behind on premises – ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.  
**Note:** For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

## Division 9 Miscellaneous

### 42 Supply of goods and services – s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to –
  - (a) a requirement about a service charge; or  
**Note:** See section 164 for what is a service charge.
  - (b) a condition of an approval to keep a pet if the condition –
    - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and

- (ii) complies with clause 33D; and
- (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

### 43 Lessor's agent

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

## 44 Notices

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

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

Refer to attached special terms

Names of Approved Occupants: Kathy Jasper, Mohammad Abdi, Betty Sargeant

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA—give this form to the tenant/s, keep a copy for your records.**



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

**Signature of lessor/agent**

*Name/trading name*

Hunt Revolution Pty Ltd t/as RE/MAX Revolution

*Lessor or lessor's agent:*

Hannah Marsh

the 28th of March 2025

**Signature of the tenant**

*Tenant #1*

Kathy Jasper

the 27th of March 2025

*Tenant #2*

Mohammad Abdi

the 27th of March 2025

# Part 3 Special Terms

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

## 1. Interpretation

- (a) For the purposes of this agreement, Premises, where mentioned shall mean the premises, fixtures and inclusions, if any
- (b) A reference to Landlord means the Lessor and visa versa.
- (c) A reference to agent means the agent authorised on behalf of the lessor from time to time whomever that may be and the tenant acknowledges that it may differentiate from the agent listed on the front page of this Agreement over time.

## 2. Lessor obligations

- (a) In accordance with clause 25 of the Standard Terms, the Lessor is obliged to ensure that at the commencement of the tenancy, the premises will be free from pests and vermin and will be in a reasonable state of repair.

## 3. Maintenance of premises

- (a) During the tenancy, the tenant must ensure that:
  - (i) The bins are taken out for collection on the days that Council or any other authority has arranged for collection in the relevant area, all of the tenant's rubbish is placed in those bins prior to collection, and the bins returned to their allocated position as soon as practicable;
  - (ii) They maintain the interior and the exterior of the premises including by undertaking the necessary gardening and cleaning tasks, whether undertaken by the tenant themselves or tradespeople, for which the tenant will bear the costs;
  - (iii) They do not block or cause to be blocked any pipes or drains linked to the premises;
  - (iv) They do not drill, damage, glue or attach any items (including any TV Antenna's or satellite dishes) to the walls, floor, ceiling, doors or roof of the premises without first obtaining the consent of the agent/lessor;
  - (v) They do not hang any articles of clothing from balconies or windows, and instead use the spaces provided by the lessor for hanging any clothing;
  - (vi) Any facilities provided to the premises are maintained in good working order and are not obstructed, including the smoke alarm, security devices, fire hose, sprinkler systems, extinguishers and garbage shoots;
  - (vii) Not to maliciously or negligently damage the premises or any part of the premises
  - (viii) Not to alter, add or remove any fixture or inclusion of the Premises, including locks and security devices, without the Lessor's prior consent;
  - (ix) To replace cracked or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the Tenant and/or its guests;
  - (x) To keep the premises free of rodents, cockroaches and other vermin and to notify the lessor/agent promptly of any vermin or pest infestation which, should the presence of said infestation have arisen due to an act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

## 4. Services to premises

- (a) The tenant will be responsible for arranging and paying for their own services to the premises including telephone and internet services.

## 5. Smoke alarms

- (a) During the tenancy (whether fixed term or periodic), the tenant must test and clean all of the smoke alarms in the premises every 12 months by following the guide in the Information Statement provided to the tenant at the beginning of the tenancy.
- (b) If the tenant becomes aware that the battery for a smoke alarm has run out or is about to run out they must replace the battery and let the lessor know as soon as possible.
- (c) If the tenant arranges for a tradesperson to attend to tasks relating to the smoke alarm, the tenant does so at their own expense.
- (d) The tenant must not tamper with or damage the smoke alarm in and way that may affect how it functions
- (e) In the event of a potential or actual failure of a smoke alarm, the tenant must notify the lessor immediately.

## 6. Portable pools

- (a) If the tenant wishes to have a portable pool of 300mm or greater ("portable pool") at the premises they must first obtain the lessor's approval and provide full particulars of such pool as requested to the lessor.
- (b) The tenant must act in accordance with any relevant laws, regulations and authorities including obtaining a Pool Safety Certificate and fencing the pool.
- (c) If the tenant requires a fence for the pool, they must first obtain the consent of the lessor.
- (d) Any costs associated with maintenance, repairs and compliance will be borne by the tenant.
- (e) The tenant's liability in relation to any portable pool brought onto the premises by the tenant will be subject to Clause 15.

## 7. Occupants of premises

- (a) The agent and/or the lessor may keep a duplicate set of keys to the premises.
- (b) Only those people named in this agreement as the tenants, and those people authorised by the lessor under this agreement, including any children of the tenant are entitled to reside in the premises.
- (c) The tenant must seek the consent of the lessor prior to giving any other person a right to use and/or occupy the premises for financial gain, regardless of whether this the agreement is verbal or documented in writing. The lessor will not unreasonably withhold their consent.

## 8. Intentionally removed

## 9. Ending the Tenancy

- (a) At the end of the tenancy, no matter how it ends, the tenant is required to make good the premises and in doing so must undertake and provide the agent/lessor with written evidence that they have undertaken the following tasks:
- (i) Returned all keys, remote controls and other devices used in the premises including but not limited to keys to the front door, remote controls for garage, swipe keys and air-conditioning remotes (these items must be in good working order and must be replaced by the tenant if damaged or lost);
  - (ii) Repaired any damage cause to the premises by the tenant, the tenant's agents or invitees, or any pets (subject to fair wear and tear);
  - (iii) Cleaned all carpets and floorings to the standard they were in at the beginning of the tenancy (subject to fair wear and tear);
  - (iv) Removed the tenant's property and any rubbish from the premises; and
  - (v) Professionally fumigated and deodorized the premises if pets were contained in the premises (as reasonably required).
- (b) The Lessor may claim costs from the Tenant if they are required to regain access to the Premises, or if the lessor is required to undertake any of the tasks in this Clause.

## 10. Breach of Tenancy Agreement

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

- (a) Should the tenant fail to comply with their obligations under this agreement, incur expenses, or if the property has been damaged by the tenant or their agents, guests or invitees, and the lessor has attempted to mitigate such loss or damage, the lessor will be entitled to claim reasonable costs and expenses from the tenant.
- (b) Should the tenant fail to make good the premises or is in breach of this agreement, the lessor may rectify any issues and claim the costs of doing so from the tenant either directly or by deducting the required funds from the rental bond (ot the extent prescribed by the Act).
- (c) In addition to the tenant's obligations under Clause 7 of the Standard Terms, if the agreement is terminated by the tenant, the tenant will be required to abide by their obligations under this agreement until the earlier of a new tenant being found for the premises or this agreement naturally concluding.
- (d) If the tenant terminates this agreement prior to the natural conclusion of this agreement, and the rental amount paid by a new tenant is less than what was paid by the tenant, the tenant will be required to pay the difference until the expiry of the term under this agreement. For this clause to be effective the agent must take reasonable steps to ensure that that they have taken reasonable steps to minimize any rental losses.
- (e) If the tenant terminates the agreement early, the tenant will be required to pay the lessor's advertising costs, charges for services and any lost rent.
- (f) The tenant or the lessor may apply to the relevant tribunal to settle any disputes regarding the terms of this agreement.

## 11. Inspections

- (a) The Tenant will permit the lessor/agent to enter the Premises in accordance with Clause 20 of the Standard Terms (routine inspections) to photographically record the condition of the Premises.
- (b) During any routine inspections undertaken by the agent, the agent will be entitled to take photographs of the premises for the purpose of comparing the condition of the premises at different stages of the tenancy.
- (c) The agent will take reasonable steps to protect the privacy of the tenant and will not use the photographs for advertising purposes.
- (d) The tenant may request to view or take copies of the photographs from the agent.

## 12. Increases of Rent

- (a) If the lessor is entitled to increase the rent prior to the end of the term in this agreement, notice must be provided to the tenant a minimum of 2 months prior to such increase by the lessor or the agent.
- (b) The notice referred to in 10(1) of the Standard Terms above must state the amount that the rent is to be increased by and the date on which the increased rent will commence.
- (c) The tenant agrees to accept this Special Term as confirmation that the rent will increase pursuant to clause 10(1) of the Standard Terms and sections 91 & 93 of the Act as follows:
  - (i) The new rent will be:
  - (ii) Effective from:

## 13. Communication and service of documents

- (a) Any communication including the service of documents as required under this Agreement may occur by electronic means including by email and text message.
- (b) A document sent by electronic communication will be deemed to have been received in accordance with Section 24 of the Electronic Transactions (Queensland) Act 2001.
- (c) The parties agree to execution, delivery and service of documents electronically by a method provided by the lessor or such other agreed electronic signature service provided.

## 14. Insurance

- (a) The lessor will have their own insurance and the tenant will be responsible for maintaining their own property/contents insurance.
- (b) The tenant must not act, fail to act, act negligently, or act in any way that will affect the lessor's insurance, including by way of increasing premium costs or causing the lessor to breach any insurance policy in relation to the premises.

## 15. Privacy Policy

- (a) The agent is bound by the provisions of the Privacy Act 1988 (Cth).
- (b) While the agent will take all reasonable steps to ensure that the personal information of the tenant is protected, the tenant acknowledges and agrees that the lessor may be required to disclose certain information to the following parties:
  - (i) Tradespeople who are engaged for maintenance and/or repairs at the premises;
  - (ii) To the lessor for the purposes of acting as the agent of the agent for the lessor;
  - (iii) Insurance companies, courts and tribunals and other third parties as required;
  - (iv) To residential tenancy databases to assess any risks in letting to the tenant.
- (c) The tenant agrees that the disclosure of personal information to the above parties may be required in order to allow the agent to properly manage the tenancy and administer the premises.
- (d) The tenant has the right to access any personal information at all times and change the information held if it is incorrect.

## 16. Limit of Liability

Note: the provisions of Section 429 allow either party to apply to the tribunal in case of a dispute.

- (a) The lessor and the agent will not be liable for any loss or damage suffered by the tenant or the tenant's agents, invitees, tradespeople or guests who are on the premises in respect to both person and property, unless such loss or damage is caused by the negligence of the lessor and/or the agent or in circumstances where the lessor and/or the agent has failed to comply with their obligations under the Act.
- (b) The tenant indemnifies the agent and lessor against any liability for loss, damage or injury to the tenant or any other person on the premises and to any property, whether owned by the tenant, the lessor or any other person, which is a result of the act or omission of the tenant or their agents, invitees or guests.

## 17. Compliance

- (a) The tenant agrees to comply with all terms of this Agreement which includes the General Tenancy Agreement and any additional Standard Terms, Annexures and Addendums where applicable.
- (b) Where a product, fixture and fitting is provided with the premises has a warning label or safety instructions attached to it, the tenant is not to remove, damage or deface said label.

## 18. No warranty by agent

- (a) The lessor and the tenant confirm that the agent has not provided either party with any legal advice concerning this agreement and the parties should obtain their own legal advice prior to entering into this agreement or otherwise do so at their own risk.

# Annexure A

## 1. Use

- (a) The tenant accepts the premises in the condition it was in when inspected by the tenant prior to the tenancy.
- (b) Prior to signing the agreement and renting the property the tenant acknowledges that they read the agreement and associated documents including the relevant reports and instruction statement.
- (c) The tenant agrees that any Form 17A, 1A Entry Condition Report provided to the tenant at the commencement of the first term will still be applicable if any further term is granted to the tenant.
- (d) The tenant must not use the premises as a place of business unless consented to in writing by the lessor.
- (e) If the tenant wishes to smoke, they may only do so outdoors and at least 10 metres away from the premises. The tenant must not smoke inside the premises under any circumstance. The tenant must not litter any cigarette butts on or around the premises unless such disposal is into an enclosed bin.
- (f) The tenant agrees that they will not remove any furniture or fittings from the premises that were there prior to the tenancy commencing without the consent of the agent or lessor.

## 2. Services

- (a) The tenant must cancel all utility services to the premises upon termination of the tenancy.
- (b) If a phone line is required to be connected to the premises the lessor is not obligated to contribute to the costs in doing so and the tenant should make their own enquiries in this regard.
- (c) Any TV connections are to remain in the premises on termination of the tenancy.
- (d) The tenant acknowledges that they may be required to allow the Agent to access the premises on a predetermined date to complete any service requirements as required.
- (e) The tenant will be responsible for any costs of emergency services attending the premises due to the fire alarm going off.

## 3. Maintenance

- (a) The tenant must check the electrical safety switches regularly and as directed by the lessor or agent.
- (b) If any maintenance or repairs are required by a trades person, the tenant will be responsible for arranging the required access to the premises.
- (c) The tenant acknowledges and agrees that in the event that damage is caused to the property by either the tenant, a resident, occupant or invitee of the tenant, the tenant will be responsible for all costs associated with rectifying the damage.
- (d) Any electrical goods or appliances must be kept in good working order.
- (e) The filter of any air-conditioners on the premises must be cleaned quarterly, or monthly if it is in use regularly.
- (f) If the premises has a garden or outdoor area the tenant is required to maintain the garden by watering any plants and lawns, mowing the lawn or organising for a professional to mow the lawn at the tenants own cost, and keep the outdoor area clean by removing weeds, rubbish, animal droppings, garden waste and leaf litter.
- (g) If the tenant wishes to plant additional trees or construct items in the outdoor area they must first obtain consent from the lessor.
- (h) The tenant must not remove any plants or trees from the outdoor area without obtaining consent from the lessor.

- (i) Any indoor plants must be kept on a raised tray to avoid damage or leakage onto the flooring of the premises, whether this is indoor or outdoor.
- (j) The kitchen area, counter tops and appliances must be kept clean from liquid and food stains at all times so as to avoid staining and rusting. The appropriate cleaning product for the surface type must be used, and the instructions on any product should be read prior to use.
- (k) The tenant must not take pots or pans off the stove and place them directly on the counter top. Any damage to the counter due to this occurring will be repaired at the lessee's cost.
- (l) Bathrooms must be kept clean and in a useable condition and free from any mould at all times including the shower curtain. The lessee must not remove the toilet seat.
- (m) The tenant will not stick any adhesive product such as glue, tack, tape or screw or nail the walls of the premise without obtaining the consent of the agent or lessor.
- (n) Any timber or cork flooring must not be walked on by the tenant or their agent or invitees in high heels or any other footwear that is likely to damage the surface of the floorings. Any furniture should be placed on top of a rug or similar floor covering to protect the surface of the flooring.
- (o) Any stain or marking on the floors must be cleaned prior to any permanent damage occurring using an appropriate product for the type of flooring.
- (p) In the event that any light bulbs require replacing during the tenancy, the tenant will bear all costs with replacing same.
- (q) All upholstery including curtains and carpeting in the premises is to be cleaned to the same standard as at the beginning of the tenancy excepting fair wear and tear.
- (r) If the lessor has provided any inventory items in a set and one piece of that set is damaged and irreplaceable, the tenant agrees to replace the entire set with a new set.

## 4. Water

- (a) Water usage if premises is water efficient:
  - (i) The tenant is responsible for payment of water usage at the premises.
  - (ii) Water usage charges will be based on the water meter readings and will be recorded on each Condition Report during the tenancy.
- (b) Water usage if premises not water efficient:
  - (i) If the water usage is individually metered any excess consumption over the reasonable amount will be charged to the tenant
  - (ii) If the water usage is not individually metered, any excess usage over the reasonable amount, which the parties agree to be 35 kilolitres, will not be charged to the tenant.
- (c) The agent will invoice the tenant per quarter and payment must be made in accordance with that invoice.

## 5. Parking

- (a) The tenant or agents and invitees of the tenant must not block the common property or driveway areas at any time with their vehicles. Any visitors are strictly to use only the visitor parking if available.
- (b) The tenant must not at any stage enter the roof area above the premises, and if required to do so, will contact the agent to obtain their prior consent.
- (c) The tenant must park their vehicle only in their designated parking space if one is provided and must not use this space for any other purpose such as storage, repairing vehicles, or as a work space.
- (d) The designated car space and the car park must be kept clean at all times and the tenant must not litter any rubbish in this area.

- (e) No trailers or unregistered vehicles must be parked in any of the car park area without first obtaining the consent of the agent or lessor.

## 6. Administration

- (a) On expiry of the term, the lessor may increase the rent by giving at least 2 months written notice to the tenant.
- (b) The tenant will be charged each time a rental payment transaction is rejected due to insufficient funds, regardless of how payment is made (Refer to schedule of fees if applicable).
- (c) The tenant must nominate one person to be the primary contact person. This may be changed at any time with written notice to the agent.
- (d) There will be a fee each time any of the leaseholders on the tenancy Agreement change. (Refer to schedule of fees if applicable).
- (e) If the agent uses a specific website or mobile application for the purposes of liaising with the tenant, such as for providing notices, or paying rent, then the tenant agrees to use those applications where possible.
- (f) Any invoices provided by the agent to the tenant will be payable within thirty days.
- (g) Should any unauthorised person break in to the premises, the tenant must contact the police immediately and then notify the agent or lessor as a matter of urgency.
- (h) The tenant must properly restrain any pets prior to inspections.
- (i) Excess on any insurance policy held by the lessor may be payable by the tenant if any damage is caused to the property by the tenant.
- (j) If the tenant is unable to access the premises due to keys being lost or being locked out, the tenant may contact a locksmith at their own cost or contact the agent for assistance. The tenant acknowledges that the agent may not be available to assist at the time.

# Annexure B

Signed by Kathy Jasper  
the 27th of March  
2025



Signed by Mohammad  
Abdi  
the 27th of March  
2025



## Pool Servicing & Chemicals

The owner will pay for monthly pool servicing and chemicals. Tenants are responsible to ensure the pool is free of debris between services.

## Confirmations

### Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to RE/MAX Revolution. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by Kathy Jasper

Agreed by Mohammad Abdi

## Audit Trail

<b>27 March 2025 11:58 AM</b>	The QLD Residential Tenancy documents: Form 17a (form-17a.pdf), Swimming pool compliance (Issue Form 23 - PoolSafetyCertificate - PSC0179127.pdf) have been sent to Kathy Jasper (hobbsie3@gmail.com), Mohammad Abdi (kmr3group@gmail.com)	
<b>27 March 2025 11:58 AM</b>	Residential Tenancy agreement is sent to Kathy Jasper	211.26.67.143
<b>27 March 2025 11:58 AM</b>	Residential Tenancy agreement is sent to Mohammad Abdi	211.26.67.143
<b>27 March 2025 12:09 PM</b>	Viewed by Mohammad Abdi	1.128.110.217
<b>27 March 2025 12:45 PM</b>	Viewed by Kathy Jasper	116.255.44.40
<b>27 March 2025 12:46 PM</b>	Kathy Jasper Initialled the bottom of each page	116.255.44.40
<b>27 March 2025 12:47 PM</b>	Kathy Jasper signed the special conditions and terms	116.255.44.40
<b>27 March 2025 12:47 PM</b>	Tenant Kathy Jasper has confirmed their identity	116.255.44.40
<b>27 March 2025 12:47 PM</b>	Signed by Kathy Jasper	116.255.44.40
<b>27 March 2025 12:47 PM</b>	Kathy Jasper has sent the agreement back to the agent	116.255.44.40
<b>27 March 2025 12:47 PM</b>	Connections have been requested	
<b>27 March 2025 09:43 PM</b>	Viewed by Mohammad Abdi	116.255.44.40
<b>27 March 2025 09:45 PM</b>	Mohammad Abdi Initialled the bottom of each page	116.255.44.40
<b>27 March 2025 09:45 PM</b>	Mohammad Abdi signed the special conditions and terms	116.255.44.40
<b>27 March 2025 09:45 PM</b>	Tenant Mohammad Abdi has confirmed their identity	116.255.44.40
<b>27 March 2025 09:45 PM</b>	Signed by Mohammad Abdi	116.255.44.40
<b>27 March 2025 09:45 PM</b>	Mohammad Abdi has sent the agreement back to the agent	116.255.44.40
<b>27 March 2025 09:45 PM</b>	All signatures received, Contract is sent back to the agent	
<b>28 March 2025 07:55 AM</b>	Signed by agent Hannah Marsh	211.26.67.143
<b>28 March 2025 07:55 AM</b>	Residential Tenancy agreement has been sent to: hobbsie3@gmail.com, kmr3group@gmail.com, revolutionpm3@remax.com.au	