

Part 3 Special Terms

The Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated in the additional terms to reside at the premises.

46 Care of the premises by the tenant

- 1 During the tenancy, the tenant must-
 - (a) Not do anything that might block any plumbing or drains on the premises;
 - (b) Keep all rubbish in the bin provided by the local authority in an area designated by the Lessor or as the local authority may require;
 - (c) Put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) Maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens(subject to council water restrictions);
 - (e) Keep the premises free from pests and vermin;
 - (f) Keep the walls, floor, doors and ceilings of the premises free of nails, screws or adhesives substances, unless otherwise agreed to by the Lessor in accordance with clause 29;
 - (g) Not intentionally or negligently damage the premises and inclusions;
 - (h) Only hang clothing and other articles outside the premises in areas designated by the Lessor or the Lessor's agent;
 - (i) Keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (j) Not interfere with nor make non-operational any facility that may be provided with the premises (eg. Smoke alarms, fire extinguishers, garden sprinkler systems, hoses, etc).
- 2 The obligations of the tenant at the end of the occupancy regarding the condition of the premises include –
 - (a) Having the carpets shampooed/steam cleaned –
 - (i) To the same standard they were in at the start of the tenancy, fair wear and tear excepted; and
 - (ii) On the last day of the occupancy; and
 - (iii) Giving the Lessor or Lessor's Agent a copy of any carpet cleaner's receipt;
 - (iv) If birds or animals have been kept at the premises, to pay for the premises to be fumigated and deodorised by a professional fumigator.
 - (b) Repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (c) Returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (d) Removing rubbish;
 - (e) Replacing inclusions (fair wear and tear excepted);
 - (f) Mowing lawns, weeding having regard to their condition at the start of the tenancy;
 - (g) Remove all property other than that belonging to the Lessor or on the premises at the start of the tenancy.
- 3 If the tenant does not meet the tenant's obligations at the end of the tenancy the Lessor or the Lessor's agent may pay for this to be done and claim the cost of doing so from the rental bond.

47 Lock and keys and remote controls

- 1) The Lessor may claim from the tenant costs incurred by the Lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the Lessor, a body corporate or other person), including costs in connection with:
 - (a) Replacing the key, access keycard or remote control; and
 - (b) Gaining access to the premises.
- 2) The tenant acknowledges that the Lessor's agent may retain a duplicate set of keys.
- 3) The tenant must return all keys, access keycard and /or any remote controls to the Lessor or the Lessor's agent at the end of the tenancy.

48 Early termination by tenant

If the tenancy is breached before the end of the tenancy specified in item 5 despite other provisions of this agreement the Lessor may claim from the tenant –

- (a) The rent and service charges until the Lessor re-lets the premises or the end of the tenancy as specified in item 5 whichever is the earlier; and
- (b) The reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 96A 1A) and 250).

49 Liability excluded

The tenant shall be liable for and shall indemnify and defend the Lessor or the Lessor's agent, its directors, officers, employees, and agent, from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) Injury, bodily or otherwise, or death of any person, including tenant or an approved occupant; or
- (b) Loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant; and as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

50 Lessor's Insurance

- (1) If the Lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the Lessor's insurance policy for the premises or increase the Lessor's premium in the relation to that policy.
- (2) The Lessor may claim from the tenant –
 - (a) Any increases in the premium of the Lessor's insurance; and
 - (b) Any excess on claimed by the Lessor on the Lessor's insurance; and
 - (c) Any other cost and expenses incurred by the Lessor; as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

51 Tenant's Insurance

It is the tenant's and approved occupant's responsibility to adequately insure their own property and possessions.

52 Smoke Alarm Obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
 - a. At least once every 12 months; or
 - b. If a fixed term tenancy is of less than 12 months duration but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period:
 - i. For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke – by pressing the button or other device;
 - ii. Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that tenant/s is aware is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the Lessor as soon as practicable if the tenant becomes aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
 - a. At least once every 12 months; or
 - b. If a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period.

In the event that the tenant/s engages a contractor/tradesperson (as listed in item 17) to meet the tenant/s own cost and expenses.