

## Annexure A to Residential Tenancy Agreement - Special Terms for the General Tenancy Agreement

### Directions to Agent:

1. This document forms Annexure A to the General Tenancy Agreement. Please ensure that you have made reference in the Part 3 Special Terms section of the General Tenancy Agreement as follows: "See attached document marked Annexure A for special terms of this Agreement".
2. Determine the dwelling's model of NRAS delivery and **\*\*Circle the appropriate model here\*\***:

**NRAS Delivery Agreement Model / Head Lease Model**

3. Ensure that ALL perspective Tenants (all individuals listed on GTA) have signed and initialled where indicated.

### - DIRECTIONS TO TENANT -

If "**Delivery Agreement Model**" is circled above, Tenant(s) are to initial where indicated:

#### Special Terms – Delivery Agreement Model

1. **Condition of Occupation of premises** – This Agreement is offered subject to and conditional upon the NRAS Delivery Agreement. If the NRAS Delivery Agreement is terminated or comes to an end then this Agreement may be terminated by written notice to the Tenant (regardless of the term of this Agreement). For example, the NRAS Delivery Agreement may be terminated where the NRAS is discontinued, or where the Premises no longer has an NRAS Allocation. The minimum notice period for termination of this Agreement under this special term 1 shall be two (2) months after the notice is given. Each party will bear their own costs in relation to any termination occurring pursuant to this special term 1. This special term is for the respective benefit of the Lessor and National Affordable Housing Consortium Ltd ('NAHC').
2. **Affordable Housing Scheme** - The Tenant acknowledges that it occupies the Premises under the NRAS, which is an affordable housing scheme under the Act and that this Agreement is offered subject to and conditional upon the NRAS Delivery Agreement. The Tenant agrees that if the NRAS Delivery Agreement is terminated or comes to an end, then the Tenant will cease to be eligible under the scheme to receive assistance and to continue to occupy the Premises and this Agreement may be terminated by written notice to the Tenant (regardless of the term of this Agreement). For example, the NRAS Delivery Agreement may be terminated where the NRAS is discontinued, or where the Premises no longer has an NRAS Allocation. The minimum notice period for termination of this Agreement under this special term 2 shall be two (2) months after the notice is given. Each party will bear their own costs in relation to any termination occurring pursuant to this special term 2. This special term is for the respective benefit of the Lessor and NAHC.

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### - OR -

If "**Head Lease Model**" is circled above, Tenant(s) are to initial where indicated:

#### Special Terms – Head Lease Model

- 1A. **Condition of Occupation of premises** – This Agreement is offered subject to and conditional upon the Head Lease which is the agreement between the Owner of the property and National Affordable Housing Consortium Ltd ('NAHC'), which allows NAHC to occupy the premises as the Owner and offer the property to Eligible persons under the National Rental Affordability Scheme ('NRAS').  
  
The tenant, agrees, understands and acknowledges that this Agreement is only offered subject to the terms and conditions contained in the Head lease and in the event that the Head Lease is terminated then NAHC will be required to terminate this Residential Tenancy Agreement (regardless of the term of the Agreement) subject to the timelines required under the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)* (RTRAA).

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**The remaining terms below apply to ALL TENANTS.  
All tenants are to initial and sign below where indicated:**

## Special Terms under the National Rental Affordability Scheme (NRAS)

**3. Acknowledgement of the National Rental Affordability Scheme** — The Tenant acknowledges and understands that it is a fundamental condition of this Agreement that the Tenant comply and continue to comply with the requirements of an Eligible Tenant stated within the NRAS Requirements. The Tenant must not sublease or offer possession (whether exclusive or joint) of the Premises to any other person/s that have not been assessed by the Agent and the Queensland State Government as meeting the requirements of an Eligible Tenant under the NRAS Requirements. If this special term 3 is breached, this Agreement may be terminated by written notice to the Tenant (regardless of the term of this Agreement). The minimum period for termination of this Agreement under this term shall be two (2) months after the notice is given. Each party will bear their own costs in relation to any termination occurring pursuant to this term. This term is for the respective benefit of the Lessor and NAHC.

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**4. Ongoing Tenant eligibility and annual income review**

- i. The Tenant has reviewed the criteria for an Eligible Tenant as stated in the NRAS Requirements and is satisfied that they comply with the NRAS Requirements as far as they pertain to a tenant of an NRAS Approval Rental Dwelling.
- ii. The Tenant will at all times during the Term of this Agreement be and remain an Eligible Tenant. If this special term 4(ii) is breached in such a way as to lead to the potential unavailability, reduction, apportionment, withholding, offset or withdrawal of the NRAS Incentive payable to the Lessor, this Agreement may be terminated by written notice to the Tenant (regardless of the term of this Agreement). The minimum period for termination of this Agreement under this term shall be two (2) months after the notice is given. Each party will bear their own costs in relation to any termination occurring pursuant to this special term. This special term is for the respective benefit of the Lessor and NAHC.
- iii. The Tenant must inform the Agent immediately of any changes to their circumstances (including financial or household circumstances) that would cause the Tenant to no longer be an Eligible Tenant.
- iv. The Tenant will do all things necessary to comply with an annual income review required by NAHC or the Agent, which review is performed to assess the Tenant's ongoing eligibility under the NRAS Requirements. Pursuant to that review, the Tenant will provide all information required to assess the Tenant's eligibility under the NRAS Requirements (including sufficient evidence of their annual income) and answer any questions required in order to assess their eligibility under the NRAS Requirements. This special term 4 is a fundamental condition of this Agreement.
- v. The Tenant must use reasonable endeavours to assist in answering any queries from the Commonwealth Government or State Government or any authority concerning the Premises, the NRAS Requirements or this Agreement.
- vi. If the tenant's income exceeds the upper NRAS limit in 2 consecutive NRAS years (which run from 1 May to 30 April) then the Agent will be required to terminate the Tenancy Agreement by giving the tenant/s two (2) months notice to leave, in accordance with relevant legislation.

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**5. Discounted Rent** — The Tenant acknowledges that at the commencement of this Agreement the Tenant will pay a Discounted Rent in accordance with the requirements of the NRAS.

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**6. Rental Review and Increase** — The Tenant acknowledges that the Discounted Rent charged to the tenant may be increased in accordance with the NRAS Requirements. In most years, rent increases may not exceed the movement in the NRAS Market Index (the Rents component of the Housing Group of the CPI). However, the market value rent may be revised by an independent valuer at the end of the fourth and seventh years of the Premises' 10-year NRAS period. If the market value rent of the premises is revised at the end of years 4 and 7, the Discounted Rent charged to the tenant will be re-calculated based on the revised market rent and therefore may be increased. The Agent must provide two (2) months notice in writing of any rent increases. The Tenant may also request information regarding the Premises NRAS Year and when a new independent valuation is expected to be performed.

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**7. Sale/Substitution and Removal of properties from NRAS** — The Tenant/s agrees and understands that under the NRAS Requirements and the NRAS Delivery Agreement/Head Lease, the Owner can sell the property out of NRAS or terminate participation in NRAS after giving appropriate notice in writing to NAHC. Upon the giving of such notice, the Agent must issue a notice to the Tenant stating the date for termination of this Agreement. Where such notice is given to the Tenant, the date for termination of this Agreement is dependent on the model selected by the Owner and shall be:

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- i. For *NRAS Delivery Agreement model*: the latter of the date that is three (3) months from the date of receipt by NAHC of the notice from the Owner; and two (2) months

after the notice is given to the Tenant.

- ii. For *Head Lease Model*: a date determined according to the timelines required under the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld) (RTRAA)*.

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## Other Special Terms

### 8. Encumbrance/s Registered on Title –

- i. The Tenant acknowledges that in some instances, an “Encumbrance” (including an easement, covenant, and/or vegetation notice) may be registered on the Title to the Premises. The Tenant understands that the Tenant must comply with the conditions, requirements and restrictions of any Encumbrance and must assist the Owner and all others to comply with same. If an Encumbrance is registered on Title the Tenant may request from NAHC or the Department of Natural Resources and Mines a copy of the Encumbrance and a plan showing the area of the Premises affected by the Encumbrance.
- ii. The Tenant releases and indemnifies NAHC and keeps NAHC released and indemnified (on a full indemnity basis), in respect of and against any Claim or Costs arising directly or indirectly from any circumstances, for which NAHC, its officers, agents or employees may be or become liable whether directly, or indirectly in contract, tort, by statute or otherwise, in respect of the Tenant’s compliance with any Encumbrance, and whether prior to or during or after the start date of the tenancy, caused or contributed by: (1) the Existence of the Encumbrance; (4) any breach of the terms and conditions of the Encumbrance by Tenant; (3) any breach of the Special Terms to the General Tenancy Agreement by Tenant.

**9. Repairs and Maintenance of the Premises** — The Tenant agrees and understands that NAHC is not required to perform any repairs (including structural repairs) and maintenance work on the Premises. Repairs and maintenance are the sole responsibility of the Owner through the Agent, or in certain circumstances, the Tenant.

**10. Water Charges** – The tenant/s agrees that under the terms of this lease, they are required to pay all water usage costs for the property. The property was constructed to be water wise compliant under council guidelines. The tenant/s is required to pay all water usage charges within 30 days of receiving an invoice for such charges.

### 11. Definitions

In this Agreement:

**Eligible Tenant** means a person who is an eligible tenant as defined under the NRAS Requirements.

**Head Lease** means, when indicated above, the contract constituting the NRAS Consortium between the Lessor and NAHC entered into between the Lessor and NAHC for the purpose of including the Premises in the NRAS.

**NRAS** means National Rental Affordability Scheme.

**NRAS Delivery Agreement** means, when indicated above, the contract constituting the NRAS Consortium between the Lessor and NAHC entered into between the Lessor and NAHC for the purpose of including the Premises in the NRAS.

**NRAS Requirements** means the *National Rental Affordability Scheme Act 2008 (Cth)* and all ancillary legislative instruments, regulations, guidelines, policies, ordinances, by-laws, orders, awards and proclamations of the Commonwealth made pursuant to such Act, including the *National Rental Affordability Scheme Regulations 2008 (Cth)* and any guidelines issued by the Secretary of the Department administering the NRAS from time to time pursuant to such Act and subsequent amendments to the foregoing as may be enacted from time to time and also in this Agreement includes:

- (a) the Income Tax Assessment Act 1997 (Cth); and
- (b) any Queensland State Government requirement or specification, including any funding or contractual requirement or specification imposed in respect of the Premises and requirement that the Tenant be registered on the Housing Register maintained and operated by the Queensland Department of Communities.

**NAHC** means National Affordable Housing Consortium Ltd (ACN 132 604 552).

### 12. Interpretation

In this Agreement:

- (a) References to any authority, association or other body includes any authority, association or other body that may in the opinion of NAHC, be or become established in lieu of or in succession to the same.
- (b) Unless the context otherwise expressly requires, where a term defined in the NRAS Requirements is used in this Agreement, the term shall bear the same meaning as defined in the NRAS Requirements.

- (c) References to any statute includes any enactment amending, consolidating or replacing the same and any relevant subordinate legislation or other requirement under the same, whether present or future.
- (d) References to any document or agreement including this Agreement and the NRAS Delivery Agreement includes a reference to that document or agreement as amended, innovated, supplemented, varied or replaced from time to time.
- (e) References to the whole includes any part.
- (f) References to "writing" or words of a similar effect includes any means of reproducing words in a visible form.
- (g) References to "month" means calendar month.
- (h) Words specifying a particular gender include any other gender; words specifying the singular number include the plural number and vice versa; and words specifying an individual include a corporation and vice versa.
- (i) The headings to clauses in this Agreement shall be ignored.

13. If any provision of this Agreement is, becomes or is declared by any judicial or other Authority to be invalid, void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality. If such amendment cannot be made it is to be severed so that the validity and enforceability of the remaining provisions are not affected. Subject to any lawful requirement to the contrary, any such amendment or severance shall require the consent of NAHC, which is to be given in NAHC's absolute discretion.

14. Any failure or refusal by a party to this Agreement, or by NAHC, to exercise any right or remedy whether before or after the expiration or earlier termination of this Agreement, shall not be an abandonment or waiver of such right or remedy and the same shall accrue retrospectively from the relevant due date for the same.

15. The covenants, conditions, provisions and warranties contained in this Agreement (which include, without limitation, special term 4) do not merge or terminate upon completion of the transactions contemplated in this Agreement but to the extent that they have not been fulfilled and satisfied or are capable of having effect, remain in full force and effect and any termination shall not affect either party's pre-existing rights and obligations.

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**Acknowledgements & Signatures**

I/we have read and understood all the Special Terms listed above. We agree to accept and abide by these Special Terms on the.....day of ..... (month) ..... (year).

Tenant's Signature	Print Name	Tenant's Signature	Print Name
Tenant's Signature	Print Name	Tenant's Signature	Print Name