

COVID-19 Rent Deferral Agreement

(Additional Agreement to General Tenancy Form18a)

Reference and Execution Page

Part 1 Current tenancy details

Item 1	1.1 Lessor or agent		
	Name/trading name		Postcode
Address			
1.2 Phone		Mobile	Email
			Notices by Email: Yes <input type="checkbox"/> No <input type="checkbox"/>

Item 2	2.1 Tenant/s		
	Tenant 1	Full name/s	
	Phone	Email	Notices by Email: Yes <input type="checkbox"/> No <input type="checkbox"/>
	Tenant 2	Full name/s	
	Phone	Email	Notices by Email: Yes <input type="checkbox"/> No <input type="checkbox"/>
	Tenant 3	Full name/s	
	Phone	Email	Notices by Email: Yes <input type="checkbox"/> No <input type="checkbox"/>

Item 3	Address of the rental premises		
			Postcode

Item 4	Current rent	\$	per <input type="checkbox"/> week <input type="checkbox"/> fortnight <input type="checkbox"/> month
	Item 5	5.1 The current term of the agreement is <input type="checkbox"/> fixed term agreement <input type="checkbox"/> periodic agreement	
	5.2 Starting on		5.3 Ending on

Part 2 COVID-19 deferred rent: see Operative Part

Item 6	6.1 Deferred rent	\$	per <input type="checkbox"/> week <input type="checkbox"/> fortnight <input type="checkbox"/> month
	6.2 Starting on		6.3 Ending on

Part 3 COVID-19 special terms

Insert any special terms other than a rent deferral here and/or attach a separate list if required. (Clause 2(3) of the General tenancy agreement)

Item 7	
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Each party to this agreement certifies that the information is true and correct.
Do not send this agreement to the RTA—all parties should keep a copy for their records.

Signature of lessor/agent/s Name/trading name	Signature	Date
Signature of tenant 1 Print name/s	Signature	Date
Signature of tenant 2 Print name/s	Signature	Date
Signature of tenant 3 Print name/s	Signature	Date

Operative Part

WHEREAS:

- A. The Lessor and the Tenant have entered into a Form 18a General Tenancy Agreement dated _____ (DD/MMM/YYYY as the execution date of Form 18a General Tenancy Agreement).
- B. The State of Queensland is facing a health emergency as a result to the COVID- 19 pandemic (“**COVID-19**”).
- C. That as a result of COVID-19, the Tenant is facing economic challenges.
- D. The Tenant has requested that the Lessor defer the Rent due or coming due and owing to the Lessor.
- E. All parties have endeavoured to discuss on solutions together and reached this Agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS: that it is a material term of this Agreement that the Tenant’s representations regarding the Tenant’s employment or ability to generate income are true.

1. The Tenant understands and agrees that rent deferral from this Lessor is only available if the Tenant has suffered a loss of earnings or income as a result of COVID-19.
2. The Tenant represents that the one or more of the following truly and accurately describes the Tenant’s employment status or income generating status such that the Tenant is not able to pay Rent as the Rent becomes due to the Lessor as a result of COVID-19 (check any box):
 - The Tenant’s employment has been terminated; or
 - The Tenant has been laid off from their employment; or
 - The Tenant’s hours of employment have been significantly reduced; or
 - The Tenant is a self-employed and has had their business income significantly reduced; or
 - A person who the Tenant relies upon to either pay or assist in paying the rent has had their employment or income earning capacity eliminated, reduced or significantly reduced; or
 - Other (Please describe): _____
3. The Tenant understands and agrees that the Rent has been deferred to be paid to the Lessor under the terms of the Tenancy Agreement from the Deferred Rental Starting Date described in Item 6.2 of Reference and Execution Page of this Agreement till the Deferred Rental Ending Date described in Item 6.3 of Reference and Execution Page of this Agreement (the “**Rent Deferral Period**”).
4. Based on the representations made by the Tenant, the Lessor is prepared to defer payment of the Rent in the amount described in Item 6.1 of Reference and Execution Page of this Agreement (the “**Deferred Rent**”) as follows (check only one box):
 - Periodic Payment:** Commencing from the Deferred Rental Ending Date described in

Initial: _____

Item 6.3 of Reference and Execution Page of this Agreement, the Tenant will pay to the Lessor the amount of \$ [REDACTED] every month on the first day of the month PLUS the Form 18a Current Rent described in Item 4 of Reference and Execution Page of this Agreement until such time as the entire amount of the Deferred Rent is paid in full; or

Lump-sum Payment: The Deferred Rent will be paid in FULL the Deferred Rental Ending Date described in Item 6.3 of Reference and Execution Page of this Agreement.

5. Further, the Tenant represents that the Tenant, if the Tenant is eligible, has, or will apply for a COVID-19 Rental Grant which is payable by the Queensland Government directly to the Lessor (the "**Rental Grant**") and will provide proof of that application to the Lessor on reasonable notice, if requested. The Rental Grant actually received by the Lessor will be credited against the Deferred Rent payable by the Tenant under this Agreement. In the case of Periodic Payments, the Rental Grant will be credited against the last payments toward the Deferred Rent.
6. The Tenant further understands and agrees that:
 - a) the Lessor is relying on the representations of the Tenant as an inducement to enter into this Agreement.
 - b) the Tenant is under a positive obligation to advise the Lessor immediately should the Tenant's employment or income generating ability change such that the Tenant no longer requires any rent deferral.
 - c) this Agreement applies only to the Rent due and owing for and before the Rent Deferral Due Date, and does not apply to any rent owed in subsequent months.
 - d) the Lessor is under no obligation whatsoever to extend this Agreement or to offer similar rent deferrals in subsequent months even if the Tenant continues to be unable to pay the Rent or Deferred Rent.
 - e) should the Lessor determine that the information provided by the Tenant to induce the Lessor to enter into this Agreement is not true or correct or later becomes inaccurate due the failure of the Tenant to report as required herein, then the Lessor, in the absolute discretion of the Lessor, may immediately terminate this Agreement by giving notice to the Tenant as provided herein and this Agreement shall come to an end and all Rent agreed to be deferred, if any, shall immediately become due and payable under the terms of the Tenancy Agreement.
 - f) should the Tenant fail to pay any portion of the Deferred Rent as required herein, the Lessor, in its absolute discretion, may immediately terminate this Agreement by giving notice to the Tenant as provided herein and the Tenant shall be deemed to be in arrears under the terms of the Tenancy Agreement and the Lessor may immediately avail itself of any remedy available to the Lessor under the *Residential Tenancies and Rooming Accommodation Act 2008*.
 - g) should the Tenancy Agreement be ended by either the Lessor or the Tenant for any reason whatsoever, then the parties agree that any unpaid Deferred Rent shall become due and payable by the Tenant immediately on an accelerated basis.
7. To the extent that this Agreement is inconsistent with Form 18a General Tenancy Agreement, then this Agreement prevails.
8. This Agreement shall be binding upon the parties, their executors, administrators, and successors and permitted assigns.

Initial: _____

Prepared by Huiming Lin as Solicitor for pro bono legal assistance