

# Part 7 – Lease/Sub-lease

## LAND TITLE PRACTICE MANUAL

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## Part 7 – Lease/Sub-lease

### [7-0000] General Law

#### [7-0001] Preliminary

A lease is a contract between a lessor and a lessee whereby the lessor as registered proprietor grants to the lessee an estate or interest in land for a fixed term in consideration of the lessee paying rent. The lessee holds the leasehold estate during the term of the lease and the lessor holds the reversion, being the lessor's estate in the land subject to the lease. The leasehold estate is an asset of the lessee and may be assigned during the lessee's lifetime or upon his/her death.

The lessee acquires exclusive possession of:

- all or part of a lot as defined in the *Land Title Act 1994*; or
- all of a water allocation as defined in the *Water Act 2000*.

The building or land being leased is known as 'the leased premises' or 'the demised premises'<sup>1</sup>.

Section 64 of the *Land Title Act* authorises registration of a lease or sub-lease over the whole or part of a lot and the *Water Act* authorises registration of a lease or sub-lease over the whole of a water allocation. A lease may therefore cover:

- the whole of a lot or water allocation;
- part of a lot<sup>1</sup>;
- the whole of a building erected on a lot<sup>1</sup>;
- part of a building erected on a lot<sup>1</sup>;
- the whole of a lot in a building units plan or group titles plan<sup>1</sup>;
- part of a lot or the common property in a building units plan or group titles plan<sup>1</sup>;
- part of the common property in a community titles scheme<sup>1</sup>.

A lease does not require registration to be valid (s. 71 of the *Land Title Act*).

However, if the initial term of the lease exceeds three years it must be registered to achieve indefeasibility (ss. 184 and 185(1)(b) of the *Land Title Act*)<sup>1</sup>.

The relationship of lessor and lessee is governed by a wide range of statutory controls affecting different aspects of the relationship. These substantially restrict the parties' freedom to negotiate the terms of the lease contract. Statutory controls operate by regulating:

- certain types of tenancies (e.g. *Property Law Act 2023*, *Retail Shop Leases Act 1994*, *Residential Tenancies and Rooming Accommodation Act 2008*);
- aspects of land use, resumption and planning controls;
- the recovery of possession (e.g. *Property Law Act*); and
- the relationship of the contracting parties (e.g. *Racial Discrimination Act 1975* (Cth)).

The trend is of increasing statutory controls over these aspects of leases.

#### Capacity to Grant and Accept Lease

##### [7-0010] Lessor

The lessor must be the registered owner of the fee simple or of a water allocation or a share in the fee simple or a water allocation being leased. If a sub-lease, the sub-lessor must grant the sub-lease from its leasehold estate.

Section 78 of the *Land Title Act 1994* coupled with Part 9 of the *Property Law Act 2023* permits 'a proprietor' to grant a lease. The definition of 'proprietor' in schedule 2 of the *Land Title Act* includes a mortgagee in possession. Because of the lack of specific legislative authority in Queensland, the mortgagee must give the mortgagee express authority to lease the mortgaged property.

A trustee of a bankrupt's estate or an Official Trustee in Bankruptcy, is authorised by s. 134 of the *Bankruptcy Act 1966* (Cth) to lease any property of the bankrupt.



A person, or two or more persons may lease to themselves (s. 11 of the Property Law Act). A person may also grant a lease over their fee simple estate or water allocation to themselves jointly with another (s. 11 of the Property Law Act).

If a joint tenant, the lessor may lease to a co-joint tenant or to another, without severing the joint tenancy (*Cowper v Fletcher* (1865) 122 ER 1270; *Frieze v Unger* [1960] VR 230). A joint tenant can sever the joint tenancy by transferring their interest in the joint tenancy to themselves or to a third party (see Part [1-2300]).

If the lessor is a trustee or personal representative, there must be no prohibition against executing the lease in the will or trust instrument. If there is no such prohibition, but no specific power to lease, s. 32(1)(e) of the *Trusts Act 1973* gives the trustee authority to lease.

A trustee or personal representative or the registered proprietor may grant a lease over a lot which is the subject of a life estate with the consent of the life tenant.<sup>1</sup>

There is no authority for a minor to execute a lease as lessor. Accordingly, a lease by a minor either as a sole lessor or as one of several lessors is not acceptable unless a Court Order authorises a person to execute the lease on behalf of the minor.

Unless prior written approval has been received from the Titles Registry, where multiple titles (not being titles for a share of the one lot) are involved in a single transaction, each of these titles must be held in the same name such that the registered proprietor is consistent as lessor for each lot. For example, if Party A owns one lot on one title and Party B owns another lot on another title and they are leasing to a mutual lessee, separate forms are required for each lot.

## [7-0020] Lessee

A lease to a minor (i.e. a person less than 18 years of age) is valid unless repudiated by the minor within a reasonable time after reaching the age of majority. There is nothing to prevent a lease to a minor being registered on the indefeasible title. When the lease is recorded it will include reference to the lessee being a minor. For more information on the requirements of an execution by a minor, see Part 61, esp. [61-3090].

If more than one lessee, the lessees will hold either as joint tenants or tenants in common. In a joint tenancy, each tenant's interest devolves to the other/s on death (if a natural person) or on dissolution (if a corporation). As a tenant in common, each lessee holds separate interests in land capable of transmission by will. (For more information on joint tenancy and tenancy in common, see Part 4, esp. [4-0000].)

A lessee may be a corporation. Section 26 of the *Property Law Act 2023* permits a corporation to be a lessee, or a corporation and a natural person to be joint lessees.

A foreign person or foreign corporation may be a lessee.

A lessee may be a trustee or personal representative appointed under a will. The number of trustees of a trust cannot exceed four unless the trust is for a charitable purpose or a written certificate from the Minister approving a larger number of trustees has been given (s. 11 of the *Trusts Act 1973*).

## [7-0030] Term

A lease must be for a definite term so that the commencement and termination dates are capable of being fixed with certainty. A lease may commence on a date in the past or in the future.

The term of a future lease to a different lessee must not be coincident with the term, including further terms under options to renew, of a current lease, unless a concurrency is intended and expressed.

Leases expressed for a duration of short periods, whether the periods are continuous or otherwise, are capable of registration. Examples include leases for:

- certain hours of the day or night;
- specified days over a number of years; or
- the life of the lessor, the lessee or a named third person.

If granted by a trustee, a lease cannot exceed 21 years (s. 32(1)(e) of the *Trusts Act 1973*) unless the trust deed authorises leases for a greater term.

The term of a lease can be extended, either by lodging a new lease or by amending the term prior to the expiration of the term (s. 67 of the *Land Title Act 1994*), see Part [13-2010].

For the term of retirement village leases, see Part [7-2130].

**Note:** Only the initial term and first option period of the lease are recorded on the relevant title.

## [7-0040] Mortgagee's Consent

If there is a registered mortgage of the lot (as defined in ss. 4 and 38 of the *Land Title Act 1994*), the mortgagee's consent to a subsequent lease or amendment of lease is required for the lease or amendment to be valid against the mortgagee (s. 66 of the *Land Title Act*). This does not affect the validity of the lease against third parties, but protects the rights of the lessee if the mortgagee takes possession of the lot. However, consent is not required for registration, and where no consent is received, the lease will be registered on the assumption that the lessee does not intend to seek the consent.

If provided, mortgagee's consent should be given on a Form 18 – General Consent, see Part 18.

## [7-0050] Planning Body Approval

Planning body approval is required for:

- a lease of part of land for a term exceeding ten years (inclusive of further term/s pursuant to option/s to renew); or
- a lease of any part of a building which includes **part** of the land outside the building for a term exceeding ten years (inclusive of further term/s pursuant to option/s); or
- a lease of part of a lot in a building unit plan or group title plan or part of the common property (ss. 8 and 22 of the *Building Unit and Group Titles Act 1980*). This applies to only those developments that relate to a specified Act referred to in the *Body Corporate and Community Management Act 1997* which are:
  - a. the *Integrated Resort Development Act 1987*; or
  - b. the *Mixed Use Development Act 1993*; or
  - c. the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or
  - d. the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or
  - e. the *Sanctuary Cove Resort Act 1985*.

Refer to s. 65(3A) of the *Land Title Act* and schedules 19 and 26 of the *Sustainable Planning Regulation 2009*.

However, planning body approval is not required for a lease of part of a lot in a lower plan under the *Registration of Plans (H.S.P. (Nominees) Pty Limited) Enabling Act* or the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty Limited) Enabling Act*.

Where required, planning body approval should be given on a Form 18 – General Consent, see Part 18.

## [7-0060] Duty

Under the provisions of s. 11 of the *Revenue Legislation Amendment Act 2005* lease duty was abolished from 1 January 2006. This makes lease duty inapplicable in some circumstances. For an instrument of lease where the term commences on or after 1 January 2006 lease duty does not apply and is not required to be stamped. For a lease where the term commenced prior to 1 January 2006, lease duty will apply and the instrument will need to be stamped.

Under s. 426 of the *Duties Act 2001* the State is not liable to pay duty. However, when a lease to the State commenced before 1 January 2006 it still must be properly stamped. In effect the lease must bear a notation by either the Queensland Revenue Office or an authorised registered self assessor.

## [7-0070] Terms, Covenants, and Conditions

Sections 61 and 139 of the *Property Law Act 2023* imply terms in leases, including obligations and rights of lessors and lessees. These will apply unless negated or varied by express term in the lease or another instrument (ss. 139(2), and 62 of the *Property Law Act*).

In practice, terms, covenants, and conditions are contained in the lease itself or incorporated in either a Form 20 – Schedule or by reference to a registered 'standard terms document' in terms of ss. 169 and 170 of the *Land Title Act 1994*, or both.

## [7-0080] Concurrent Lease

A concurrent lease occurs when there are existing leases over some, or all, of the property recorded on title, and the registered owner/proprietor grants a lease encompassing the existing leased areas to a third party who then becomes the head lessor (they step into the shoes of the lessor). This lease is concurrent or simultaneous with the other leases on title. A concurrent lease should not be confused with a sub-lease. For information on sub-leases see Part [7-0140].

The concurrent lessee (the third party) takes on the responsibility of lessor and does not take exclusive possession of the existing leased areas. The lessees of the existing leases on title would pay rent to and negotiate terms with the concurrent lessee instead of the registered owner/proprietor.

A concurrent lease is valid if unregistered. However such a lease for a period greater than three years should be registered to be indefeasible<sup>2</sup>.

If A (registered owner/proprietor) leases to B and then grants a concurrent lease to C, for the duration of the concurrency of the two leases:

- C is B's lessor;
- B's rent is payable to C; and
- C may recover possession of B's lease (not A).

## [7-0090] Easement<sup>1</sup>

Where the land being leased has the benefit of an easement, the lessee takes the benefit of such easement, whether or not this entitlement is recited in the lease. If the lessee is granted an easement over another part of the lessor's land in terms of covenants contained in the lease, the lessee can be granted a separate instrument documenting that easement for registration. Ancillary rights contained in lease covenants may refer to the use of lifts, passageways, toilets etc, but these are not capable of being registered as easements.

## [7-0100] Merger of Lease

If a lessee acquires the reversion (i.e. the fee simple or water allocation) or if the registered owner acquires an assignment of a lessee's interest, a merger of the lease occurs. Such a merger is not, however, automatic, as a merger by operation of law will only occur if the person acquiring both estates intends the estates to merge (s. 12 of the *Property Law Act 2023*). A merger will not occur in equity unless it is intended by the parties. A sub-lease is not terminated on the merger of the head-lease in the fee simple or water allocation (s. 145 of the *Property Law Act*). To effect a merger, a Form 14 – Request to Record a Merger on the title is required (see Part 14, esp. [14-2070]).

## [7-0110] Option to Purchase<sup>1</sup>

An option to acquire the fee simple or other reversionary interest on or after the expiry of a lease (whether or not contained in a 'short lease' as defined in s. 4 of the *Land Title Act 1994*), must be registered to achieve indefeasibility (ss. 184 and 185(2) of the *Land Title Act*).

## [7-0120] Amendment of Lease

A registered lease may be amended by registering an instrument of amendment of lease (s. 67 of the *Land Title Act 1994*) (see Part [7-2190-1], and Part 13, esp. [13-2010]).

## [7-0130] Option for Renewal

If a lease contains an option for renewal, the option may be for a period longer than the initial term of the lease. There is no limit to the number of options a lease can contain.

Options to renew contained in<sup>1</sup>:

- a registered lease with an initial term of more than three years; or
- a 'short lease' (as defined in s. 4 of the *Land Title Act 1994*) having an initial term which, together with further term/s pursuant to option/s, exceeds three years,

are indefeasible by registration (ss. 184 and 185(2) of the *Land Title Act*).

An option contained in an unregistered short lease is not indefeasible (s. 185(1)(b) of the *Land Title Act*)<sup>1</sup>.

A right to exercise an option for renewal is indefeasible by registration of the lease<sup>1</sup>. If extensions of the lease term are unregistered (i.e. they are not made the subject of a new lease), the lessee loses the protection of indefeasibility in respect of any further options for renewal (see Parts [7-0120] and [7-2150]).

## [7-0140] Sub-Lease

A sub-lease is a lease granted by the lessee from its leasehold estate. The term of the sub-lease must be less than the duration of the head lease. The termination date for the sub-lease must be at least one day before the termination date for the head lease. If the period is equal to or greater than the duration of the head lease, it will constitute an assignment and will not operate as a sub-lease, as there is no reversion to the head lease.

If a head lease is surrendered by operation of law, any sublease remains valid, and the lessor under the new head lease, and any parties to any sublease, have the same rights and obligations as if the surrendered head lease had not been surrendered (s. 147 of the *Property Law Act 2023*).

A sub-lease is not surrendered if the head lease is surrendered or merged in the fee simple or water allocation (s. 145 of the *Property Law Act*), but the sub-lease will take the reversion of the surrendered head-lease.

An option for renewal contained in a sub-lease cannot extend the term of the sub-lease beyond the duration of the head lease. In practice, an option contained in a sub-lease is exercised subsequent to and conditional upon the exercise of any option contained in the head lease.

## [7-0150] Lease of Common Property under the *Building Units and Group Titles Act 1980* for Specified Acts<sup>1</sup>

The introduction of the *Body Corporate and Community Management Act 1997* limits the application of the *Building Units and Groups Titles Act 1980* to those developments under the provisions of the specified acts referred to in the *Body Corporate and Community Management Act*. The specified acts are:

- a. the *Integrated Resort Development Act 1987*; or
- b. the *Mixed Use Development Act 1993*; or
- c. the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or
- d. the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or
- e. the *Sanctuary Cove Resort Act 1985*.

Subject to the approval of the relevant planning body (see Part [7-0050]) and pursuant to a resolution without dissent, the body corporate may:

- grant a lease over part of the common property not leased to it for the purpose of creating additional common property; and
- grant a sub-lease over part of the common property leased to it as additional common property.

There is no provision in the *Building Units and Group Titles Act* which allows for the grant of a lease over the entire common property in a building units or group titles plan.

## [7-1000] Legislation

### Application of the *Land Title Act 1994* to the *Water Act 2000*<sup>2,3</sup>

Under the provisions of the *Water Act*, an interest or dealing may be registered in a way mentioned in the *Land Title Act*, subject to some exceptions.

A relevant interest or dealing may be registered in a way mentioned in the *Land Title Act*:

- a. as if a reference to the freehold land register is a reference to the water allocations register; and
- b. as if a reference to freehold land or land is a reference to a water allocation; and
- c. as if a reference to a lot is a reference to a water allocation; and
- d. with any other necessary changes.



## Reference to the registrar of titles in the *Land Title Act 1994* and *Land Act 1994* and reference to the registrar of water allocations in the *Water Act 2000*

See Parts [0-8100] and [0-8200] and [0-8300].

## [7-2000] Practice

### [7-2001] Lease Form

A lease should be prepared on the current version of a Form 7 (version 8) together with covenants and conditions contained in a Form 20 – Schedule (annexure) or a registered standard terms document identified by dealing number, or a combination of these (where applicable).

Only one copy of the lease is to be lodged.

The initial term of the lease must not have expired (see Part [7-2110-1] for definitions).

If there is a prior registered mortgage, the mortgagee's consent is not required for registration, see Part [7-0040].

Lodgement fees are payable.

### [7-2001-1] Leases on a Previous Version of the Form 7

#### Form 7 (version 7)

Any lease prepared on a Form 7 (version 7) will continue to be accepted, provided:

- the initial term of the lease has not expired (see Part [7-2110-1] for definitions); and
- Item 9 on the face of the form has been struck out and initialled and 'See Enlarged Panel' has been inserted; and
- a Form 20 – Enlarged Panel is deposited, which includes an applicable Item 9 statement(s) from the current Form 7 (version 8), see Part [7-2110-2]; and
- one or more of the executions is dated before 1 July 2026.

#### Form 7 (version 6 or earlier)

Any lease prepared on a Form 7 (version 6 or earlier), will continue to be accepted, provided:

- the initial term of the lease has not expired (see Part [7-2110-1] for definitions); and
- a properly completed and executed Form 20 – Lease Declaration is deposited which includes an applicable Item 9 statement(s) from the current Form 7 (version 8), see Parts [7-2110-2] and [7-4500]; and
- one or more of the executions is dated before 1 July 2026.

### [7-2010] Execution

The lessor and lessee must execute Item 10 of the Form 7.

For executions, see Part 50 – Companies and Corporations, esp. [50-0130] [50-0140] and [50-2000] and Part 61 – Witnessing and Execution of Instruments or Documents, esp. [61-3000].

### [7-2020] Rental / Consideration

Rental/consideration must be stated in item 7 of the Form 7. If there is insufficient space, Item 7 may show 'See Schedule' or 'See Enlarged Panel' and the information may be contained in either the Schedule to the Lease, or on a Form 20 – Enlarged Panel. Failure to insert any consideration details may result in a requisition being issued.

## [7-2030] Consent

All consents to a lease should be prepared on a Form 18 – General Consent and be deposited with the lease at the time of lodgement. Consents to a lease or amendment of lease are required by:

- any mortgagee of the fee simple or water allocation if the lease is to be valid against the mortgagee (s. 66 of the *Land Title Act 1994*). However, consents of mortgagees are not a prerequisite to registration.
- a life tenant, if a lease is granted by a trustee, personal representative or registered proprietor and a charge for a life estate is registered<sup>1</sup>.

## [7-2035] Planning Body Approval<sup>1</sup>

Approval of the relevant planning body is required for leases and some instruments that affect leases of any part of a lot external to a building. Approval is required to a lease of:

- part of a lot;
- part of the common property in a community titles scheme;
- part of a lot or part of the common property, in a building units or group titles plan for those developments that relate to a specified Act referred to in the *Body Corporate and Community Management Act 1997* (see Part [7-0050]); and
- if the term of the lease (including option/s to renew) is more than ten years.

Approval is required to any amendment of a lease that extends the term (including option/s to renew) beyond ten years if the lease has not been approved.

The instrument of lease or amendment must be lodged within six months of the planning body approval.

**Note:** Leases of the whole or part of a building, irrespective of the number of the floors, or the term of the lease, do not require planning body approval unless part of the land outside the building is also included.

## [7-2036] Lease of Water Allocation

### Water Allocation Managed under a Resource Operations Licence

In addition to other relevant requirements for a lease, a lease of a water allocation managed under a resource operations licence must be accompanied by a Form W2F152 — Notice to registrar of water allocations of existence of water supply contract.

### Water Allocation Not Managed under a Resource Operations Licence

In addition to other relevant requirements for a lease, a lease of a water allocation not managed under a resource operations licence must be accompanied by a Water Allocation Dealing Certificate.

## [7-2037] Lease by Body Corporate for a Community Titles Scheme<sup>1</sup>

When the body corporate of a community titles scheme executes a lease of all or part of the common property, the execution must be completed in accordance with the relevant regulation module for the scheme. For further information see Part [45-2060].

Planning body approval is only required where the term of the lease (including option/s to renew) is more than ten years.

For leases by a body corporate of a lot included in the scheme, see Part [45-2020] for further information.

## Requirements Specific to Lessee

### [7-2040] Co-Lessees

If there is more than one lessee, Item 3 of the Form 7 must show how the lessees intend to hold the lease between them. Where the lease does not show whether the co-lessees are to hold as tenants in common or as joint tenants, the lease will be requisitioned for the item to be completed. If holding as tenants in common, the share each lessee intends to hold must also be shown.

## [7-2050] Trustee

If the lessee is to be recorded as a trustee, the words 'as trustee' must be inserted after the lessee/s name/s in Item 3, see Part [7-4030].

There is no requirement to provide details of the trust instrument when lodging a lease to a lessee as trustee (e.g. by depositing a certified copy of the trust deed or referring to a previous dealing where the trust deed was deposited).

If a trust has more than four trustees (see Part [7-0020]), one of the following must be deposited as supporting evidence:

- a letter from the trustee or their solicitor confirming the trust is for a charitable purpose; or
- a certificate in writing from the Minister approving the number of trustees.

For the specific requirements in relation to the transfer of a lease interest to a trustee lessee using a Form 1 – Transfer, see Part 1, esp. [1-2390].

Where a lessee holds as trustee and wishes to appoint a new trustee, this should be done by using a Form 1 – Transfer, see Part 1, esp. [1-2400] to [1-2430].

## [7-2060] Foreign Person or Foreign Corporation

If a lessee is a company incorporated outside of Australia that is not registered in Australia under the *Corporations Act 2001* (Cth) (with an ARBN), evidence of incorporation from that country must be lodged, together with a translation by an acceptable interpreter if the evidence of incorporation is in a language other than English.

If the term of a freehold lease or sub-lease of State leasehold to a foreign person (foreign individual, foreign corporation or trustee of a foreign trust as defined in the *Duties Act 2001*) exceeds 25 years (inclusive of further term/s available under any option/s), a Form 25 – Foreign Ownership Information must be lodged with the Form 7 for noting on the Foreign Ownership of Land Register (see Part 25 and the *Foreign Ownership of Land Register Act 1988*)<sup>1</sup>. Please note that a foreign individual does not include a permanent resident of Australia.

## [7-2070] Mortgagee in Possession

A mortgagee in possession may only grant a lease if there is express authority to do so in the mortgage instrument as there is no specific legislative authority in Queensland. Before a mortgagee in possession may lease the mortgaged property, evidence by way of a declaration of the mortgagor's default and of service of a notice of demand must be produced. The mortgagee's lease in Form 7 must be accompanied by a declaration as to the default and service of the notice on the mortgagor (preferably in Form 20), with a copy of the notice attached. Where a mortgagee enters into subsequent leases, evidence of any continuing default by the mortgagor must be produced.

One of the effects of the mortgagee acting in this manner is to encumber the mortgagor's right to redemption. Accordingly, if the mortgage is redeemed, the registered lease (granted by the mortgagee) remains as an encumbrance over the property affected. Similarly, where the property is sold or the mortgagee exercises its power of sale, any registered lease granted by the mortgagee remains as an encumbrance on the title of the purchaser.

Where a mortgagee in possession has granted a lease:

- the mortgagee in possession may deal with, or execute a surrender of, the lease as lessor; or
- a person other than the mortgagee in possession may obtain an order of the court to remove the lease.

Where the mortgage is no longer registered on title, the current lessor may deal with the lease.

[7-2080] deleted

## [7-2090] Merger of Lease

Where there is a merger of lease, the lessee may make application in Form 14 – Request to Record Merger to record the merger of lease. This is a purely voluntary application and will not be requested by requisition.

The consent of any mortgagee of the lease must also be deposited. A duty notation is not required. However, lodgement fees are payable.

## [7-2100] Concurrent Lease

To register a concurrent lease on the indefeasible title, the Registrar will examine the lease to ensure that the appropriate statement at Item 9 of the Form 7 has been completed.

Both the original and concurrent leases will remain on the title, see Part [7-2110].

## **[7-2110] Dealing with Prior Registered Leases**

This part only applies where there is a prior registered lease for the same premises on title. It does not apply to a lease of a different part of a lot (e.g. a different shop in a shopping centre, or a different Lease area on a Survey Plan).

The tables in Parts [7-2110-3] and [7-2110-4] detail the requirements for the surrender, cancellation, or removal of registered leases in cases where a New Lease or Future Lease is lodged.

The table in Part [7-2110-5] applies where there is no new lease being lodged, but an existing lease is to be cancelled or removed from the title.

## [7-2110-1] Glossary

**‘Current Lease’** means a lease where the Initial Term has not expired.

**‘Existing Lease’** means a lease currently lodged or registered on title.

**‘Expired Lease’** means any lease where the Initial Term has expired.

**‘Extensions’** means any period for which the Initial Term of the lease has been extended pursuant to a Form 13 – Amendment of Lease.

**‘First Option Period’** means the first Option Period after the Initial Term of an Existing Lease (if the lease contains options).

**‘Future Lease’** means a lease for the same premises as an existing lease where the term begins in the future (after the expiry of a lease currently registered on title for the same premises).

**‘Initial Term’** means the term between the commencement date and the expiry date (or event) of the lease (this time includes where the expiry date has been extended or reduced through registration of a Form 13 – Amendment of Lease).

**‘New Lease’** means a new lease being lodged for registration.

**‘New Lessee’** means a lessee different from the Same Lessee.

**‘Option Period’** means the right of the existing lessee to a further term of the lease pursuant to an option to renew being exercised.

**‘Same Lessee’** means the lessee is identical to the one already registered on title including capacity (e.g. Trustee) and tenancy.

**‘Term of the Lease’** means the period between the commencement date and the expiry date (or event) of the lease.

## [7-2110-2] Statements Dealing with Prior Registered Leases for the Same Premises

Dealing with a prior registered lease will require a statement to be completed in either Item 9 of the Form 7 or in paragraphs 4-9 of the Form 20 – Lease Declaration confirming whether the New Lease or Future Lease conflicts with any other lease lodged or registered on title, and if so, to provide details of that conflict. For further information see Part [7-2230].

The following table details the Statement Text on both the Form 7 and the Form 20 – Lease Declaration. Although the statements in Item 9 of the Form 7 are not numbered, for guidance purposes they have been numbered below in the order they appear on the form.

STATEMENT NO.	PARAGRAPH NO. (ON FORM 20 – LEASE DECLARATION)	STATEMENT TEXT
1	4	The Lease has expired, and the option (if applicable) has not been exercised for registered Lease number(s) <insert dealing number(s)>.
2	5	The term of this Lease does not conflict with the term of any unexpired Lease (including a first option) currently lodged or registered for the premises described in Item 5.
3	6	This Lease of the premises described in Item 5 will be concurrent with one or more registered Lease number(s) <insert dealing number(s)>.
4	7	This Lease of the premises described in Item 5 will be concurrent with all prior registered Leases.
5	8	This Lease of the premises described in Item 5 will surrender by operation of law registered Lease number(s) <insert dealing number(s)>.
6	9	The premises described in Item 5 does not conflict with any other Lease currently lodged or registered.



## [7-2110-3] Requirements for a New Lease to the Same Lessee for the Same Premises

The table below refers only to the statement numbers in Item 9 of the Form 7, see Part [7-2110-2].

New Lease to Same Lessee for the Same Premises			
Term of New Lease Commences	Additional Lodgement Requirements	Item 9 (Form 7) Statement and Notes	Registration Action
During the Initial Term of the Existing Lease	<b>LODGED BEFORE THE TERM OF THE NEW LEASE HAS COMMENCED</b>		
	<b>CONFLICT WITH THE EXISTING LEASE MUST FIRST BE DEALT WITH.</b>		
	<p>The options are:</p> <ul style="list-style-type: none"> <li>• Delay lodgement until after the term of the New Lease has commenced; or</li> <li>• Amend Existing Lease (Form 13) on the same terms as the New Lease (instead of lodging the new lease); or</li> <li>• Amend Existing Lease (Form 13) so it expires before commencement of the New Lease; or</li> <li>• Amend New Lease so that it commences before lodgement; or</li> <li>• Lodge a Form 8 – Surrender of Lease (where a surrender has occurred).</li> </ul>		
	<b>LODGED AFTER THE TERM OF THE NEW LEASE HAS COMMENCED</b>		
	<p><b>If the Existing Lease has no registered mortgage or sub-lease:</b></p> <p>No additional lodgement requirements.</p>	Statement 5 should be completed, including the dealing number(s) of the lease(s) being surrendered by operation of law.	Existing Lease removed from title.
During the First Option Period (where there is an option period)	<p><b>If the Existing Lease has a registered mortgage or sub-lease:</b></p> <p>A letter from the Lessee or the Lessee's solicitor confirming that written notice of the surrender by operation of law has been given to each registered mortgagee and/or registered sub-lessee of the Existing Lease (if applicable) including the date and method by which each notice was given (s 69(3) of the <i>Land Title Act 1994</i> and s 328(4) of the <i>Land Act 1994</i>).</p> <p>(Deposit of a Form 18 – Consent from a registered mortgagee or registered sub-lessee will be accepted as evidence that the required notice has been given).</p>	Statement 5 should be completed, including the dealing number(s) of the lease(s) being surrendered by operation of law.	Existing Lease and associated dealings (except sub-leases) removed from title.
	<b>LODGED BEFORE EXPIRY OF INITIAL TERM OF EXISTING LEASE</b>		
	No additional lodgement requirements.	<p>Statement 2 should be completed.</p> <p>Note: By executing the New Lease, the Lessee confirms that they are entering into the New Lease instead of exercising the option under the Existing Lease. See Part [7-2110-6].</p>	Both Leases recorded on title.

New Lease to Same Lessee for the Same Premises			
Term of New Lease Commences	Additional Lodgement Requirements	Item 9 (Form 7) Statement and Notes	Registration Action
During the First Option Period (where there is an option period)	LODGED AFTER EXPIRY OF INITIAL TERM OF EXISTING LEASE		
	No additional lodgement requirements.	Statement 1 should be completed including the dealing number(s) of the expired lease(s) being removed.	Expired Lease removed from title.
After the Initial Term, and the First Option Period (if any) has expired	LODGED BEFORE EXPIRY OF INITIAL TERM OF EXISTING LEASE		
	No additional lodgement requirements.	Statement 2 must be completed.	Both Leases recorded on title.
	LODGED AFTER EXPIRY OF INITIAL TERM OF EXISTING LEASE		
	No additional lodgement requirements.	Statement 1 must be completed including the dealing number(s) of the expired lease(s) being removed.	Expired Lease will be removed from title.

#### [7-2110-4] Requirements for a New Lease to a New Lessee for the Same Premises

The table below refers only to the statement numbers in Item 9 of the Form 7, see Part [7-2110-2].

New Lease to New Lessee for the Same Premises			
Term of New Lease Commences	Additional Lodgement Requirements	Item 9 (Form 7) Statement and Notes	Registration Action
During the Initial Term of the Existing Lease	CONCURRENT LEASE		
	No additional lodgement requirements.	Use Statement 3 if lease is to be concurrent with only certain leases, and the dealing number of the leases it is to be concurrent with must be inserted.  Use Statement 4 if lease is to be concurrent with all prior leases.	Both Leases recorded on title.
	NOT A CONCURRENT LEASE		
	Conflict with the Existing Lease must be dealt with by lodging either of the following to precede the new lease: <ul style="list-style-type: none"> <li>Form 8 – Surrender* (see Part 8); or</li> <li>Form 14 - Determination of Existing Lease**, (see Part [14-2350]).</li> </ul>	Statement 6 should be completed.	Existing Lease removed from title by Surrender or Determination.

New Lease to New Lessee for the Same Premises			
Term of New Lease Commences	Additional Lodgement Requirements	Item 9 (Form 7) Statement and Notes	Registration Action
During the First Option Period (where there is an option period).	<b>LODGED BEFORE EXPIRY OF INITIAL TERM OF EXISTING LEASE</b>		
	Conflict with the Existing Lease must be dealt with by either: <ul style="list-style-type: none"> <li>Amending the Lease (Form 13**) to remove the option period (see Part [13-2000]); or</li> <li>A Form 20 - Declaration being deposited with the New Lease confirming that the Lessee of the Existing Lease cannot exercise the option. See Part [7-2110-6].</li> </ul>	Statement 2 should be completed.	Both Leases recorded on title.
	<b>LODGED AFTER EXPIRY OF INITIAL TERM OF EXISTING LEASE</b>		
	No additional lodgement requirements.	Statement 1 should be completed including the dealing number(s) of the expired lease(s) being removed.	Expired Lease removed from title.
After the Initial Term, and the First Option Period (if any) have expired	<b>LODGED BEFORE EXPIRY OF INITIAL TERM OF EXISTING LEASE</b>		
	No additional lodgement requirements.	Statement 2 should be completed.	Both Leases recorded on title.
	<b>LODGED AFTER EXPIRY OF INITIAL TERM OF EXISTING LEASE</b>		
	No additional lodgement requirements.	Statement 1 should be completed including the dealing number(s) of the expired lease(s) being removed.	Expired Lease will be removed from title.

\* A lodgement fee is payable (see the Titles Fee Calculator available online) and a duty notation is required.

\*\* A lodgement fee is payable (see the Titles Fee Calculator available online) and a duty notation is required if the lease commenced before 1 January 2006.

### [7-2110-5] Requirements for Lessor to Remove Existing Lease from Title (No New Lease)

No New Lease – Lessor wants Existing Lease Removed from Title		
Time of Lodgement	Additional Lodgement Requirements	Registration Action and Notes
Lodged during initial term (including Extensions)	Either of the following is required to be lodged: <ul style="list-style-type: none"> <li>Form 8 - Surrender* (see Part 8); or</li> <li>Form 14 - Determination** of Existing Lease (See Part [14-2350]).</li> </ul>	Existing Lease removed from title by Surrender or Determination.
Lodged during first option period	Either of the following is required to be lodged: <ul style="list-style-type: none"> <li>Form 8 - Surrender* (see Part 8); or</li> <li>Form 14 - Determination** of Existing Lease (see Part [14-2350]); or</li> <li>Form 14 - Request to Cancel Expired Lease** from title with declaration by lessor that option not exercised (see Part [7-2200-2]).</li> </ul>	Existing Lease removed from title by Surrender, Determination or Request to Remove Lease.
Lodged after initial term (including Extensions) and option period have expired	A Form 14 - Request to Remove Expired Lease from title is required to be lodged (see Part [7-2200-1]).	Expired Lease removed from title.

\* A lodgement fee is payable (see the Titles Fee Calculator available online) and a duty notation is required.

\*\* A lodgement fee is payable (see the Titles Fee Calculator available online) and a duty notation is required if the lease commenced before 1 January 2006.

## [7-2110-6] Where an Option is not being exercised by the Lessee

Where a New Lease commences during the First Option Period of an Existing Lease, the Existing Lease will need to be dealt with at the time of lodgement of the New Lease in the appropriate way, depending on the circumstances. (See the tables in Parts [7-2110-4] to [7-2110-5], and further explanation below):

### **If the New Lease is lodged after the Initial Term of the Existing Lease has expired**

The lease option can be dealt with by completing Statement 1 in Item 9 of the New Lease and including the dealing number of the Expired Lease to be removed from title.

### **If the New Lease is lodged before the Initial Term of the Existing Lease has expired**

Confirmation will need to be provided that the Lessee under the Existing Lease will not be exercising the option.

If the New Lease is to the Same Lessee, execution of the New Lease by the Same Lessee provides this confirmation.

If the New Lease is to a New Lessee, the option in the Existing Lease must be dealt with by either:

- i) Amending the Lease (Form 13) to remove the option; or
- ii) Depositing a Declaration (Form 20) executed by the Lessor confirming that: the Lessee cannot exercise the option, and that a valid notice has been served on the Lessee, and the Lessee has not applied to the court within 1 month of service of the notice (in accordance with the requirements in s 164(2) of the *Property Law Act 2023*).

## [7-2120] Amendment of Lease

A registered lease is amended by lodging a Form 13 – Amendment of Lease (see Part 13, esp. [13-2000]).

## [7-2130] Retirement Village Lease<sup>1</sup>

Retirement village leases are usually granted for a term of years or the life of a lessee (or the surviving joint lessee). The latter leases terminate upon the death of the lessee (or surviving lessee). In leases with this term, the words relating to the termination date in Item 6 of the Form 7 may be deleted and the words 'or on the death of the lessee' as appropriate, inserted together with or in place of the termination date. Item 6 must not state words such as 'refer to clause [number] in the lease'.

Retirement village leases often contain a power of attorney clause, where the lessee grants power to the lessor to surrender the lease if an event occurs that would end the lease. Such powers of attorney cannot be used to execute documents in cases of death or mental incapacity of the lessee unless they are irrevocable in terms of s. 10 of the *Powers of Attorney Act 1998* (see further Part 16 – Request to Register Power of Attorney or Revocation of Power of Attorney).

## [7-2140] Death of Lessee

On the death of a joint lessee, a Form 4 – Request to Record Death should be lodged. On the death of a sole lessee or a lessee tenant in common, a Form 5, 5A or 6 – Transmission by Death Application should be lodged. In either case, no copy of the lease will be required to accompany the application.

If a sole or surviving lessee of a lease for the life of a lessee dies during the currency of the lease, the death of the lessee must be recorded, by lodging a Form 4 – Record of Death, to extinguish the lease from the register. This request must be made either by the personal representative or the registered owner if authority to do so is contained in the lease. Such request must be supported by evidence of the death of the lessee and the applicant's authority to act in that capacity (e.g. the original probate).

For more information see Part 4, esp. [4-4060] or Part 5.

## [7-2150] Option for Renewal

Registering the exercise of an option to renew a lease may be done by registering a new lease for the term specified in the options field in Item 6 of the original lease. Lodgement fees are payable.

The Registrar may remove expired leases from the title in certain circumstances.

(For more information on the removal of leases from the register, see Parts [7-2110] and [7-2200].)

## [7-2160] Option to Purchase

When a lease is registered, no options to purchase are recorded on title, and the Registrar will make no enquiry regarding options to purchase upon lodgement of subsequent transfers.

## [7-2170] Sub-Lease

The formalities required for the creation and registration of a sub-lease are similar to those for a lease. Head leases may contain covenants prohibiting or restricting sub-letting, but the Registrar will not review the head lease to ensure that such prohibitions or restrictions are observed. If a sub-lease is presented in registrable form, it will be registered without investigation. The sub-lease must be on a Form 7, with the covenants contained in an annexed Form 20 – Schedule or incorporated by reference to a registered 'standard terms document', or a combination of both.

Duty must be noted, if applicable, see Part [7-0060]. Lodgement fees are payable.

A Form 18 – General Consent from any mortgagee of the lot may be obtained and lodged but this is not a prerequisite to registration.

## [7-2175] Lease of trust land under the *Land Act 1994*<sup>1</sup>

A trustee may lease all or part of trust land (a reserve or deed of grant in trust) pursuant to section 57 of the Land Act.

The Minister's written approval to a trustee lease is required under section 57 of the Land Act other than in the following circumstances:

- the trustee lease is a trustee lease (construction), i.e. a lease of trust land to the State for the construction of transport infrastructure and the provision of transport services on the trust land or;
- the trustee is not the State or a statutory body as defined in the Land Act and a copy of a written authority for the lease under section 64 of the Land Act is deposited with the trustee lease or;
- the trustee is the State and a letter signed by the Minister for the relevant State department as trustee, or the Minister's delegate appointed under section 53A of the Land Act, is deposited with the trustee lease. The letter must state:
  - a. that the trustee of the trust land is the State; and that
    - i. the purpose of the trustee lease is consistent with the purpose for which the trust land was reserved or granted in trust; OR
    - ii. the purpose of the trustee lease is inconsistent with the purpose for which the trust land was reserved or granted in trust and the trustee has a management plan for the trust land that satisfies the requirements of section 57(6) of the Land Act, and
  - b. in granting the trustee lease, the trustee has complied with the requirements of section 28 of the Land Act.
- the trustee is a statutory body and a letter from the statutory body, signed by a suitably authorised officer, is deposited with the trustee lease. The letter must state:
  - a. that the trustee is a statutory body as defined under the Land Act (please see definition below) and that
    - i. the purpose of the trustee lease is consistent with the purpose for which the trust land was reserved or granted in trust; OR
    - ii. the purpose of the trustee lease is inconsistent with the purpose for which the trust land was reserved or granted in trust and the trustee has a management plan for the trust land that satisfies the requirements of section 57(6) of the Land Act, and
  - b. that in granting the trustee lease, the trustee has complied with the requirements of section 28 of the Land Act.

A statutory body under the Land Act is:

- a government entity within the meaning of the *Government Owned Corporations Act 1993* or
- a local government or
- a port authority under the *Transport Infrastructure Act 1994*

The meaning of a government entity under the *Government Owned Corporations Act 1993* is:

- a. a government company or part of a government company; or



- b. a State instrumentality, agency, authority or entity or a division, branch or other part of State instrumentality, agency, authority or entity; or
- c. a department or a division, branch or other part of a department; or
- d. a Government Owned Corporations Act entity; or
- e. an entity prescribed by regulation

## [7-2180] Transfer of Lease

See Part 1 – Transfer, esp. [1-2480].

## [7-2190] Instruments dealing with a Lease that has expired

Where an instrument (e.g. a transfer or an amendment of a lease) is lodged that deals with an expired lease, the instrument will only be capable of registration in certain circumstances.

An expired lease means any lease where the initial term of the lease has expired and the lease has not been extended, or an option has not been exercised by registering an amendment of lease.

Any instrument that has been executed after the lease has expired, meaning after the initial term and any unexercised option period has expired, cannot be registered.

### [7-2190-1] Registering an Amendment after a Lease has expired

An amendment of a lease must not be lodged after the lease's term (which includes any first unexercised option period) has ended (s. 67(2)(c) *Land Title Act 1994*).

The table below details the circumstances in which an Amendment (Form 13) of an expired lease will be capable of registration:

When Amendment of Lease was executed	WHEN INSTRUMENT WAS LODGED	
	During the First Option Period	After the Lease has expired*
During the initial term of the Lease	Capable of Registration	<u>Not Capable of Registration</u>
During the first option period	Capable of Registration	<u>Not Capable of Registration</u>
After the lease has expired	<u>Not Capable of Registration</u>	<u>Not Capable of Registration</u>

\*after the initial term and any unexercised option period has expired

For more information on amendments of a lease see Part 13, esp. [13-2010].

### [7-2190-2] Instruments (other than an Amendment) dealing with a Lease that has expired

The table below details the circumstances in which an instrument (e.g. a transfer) lodged to deal with a lease that has expired will be capable of registration:

When Instrument (e.g. Transfer) was executed	WHEN INSTRUMENT WAS LODGED	
	During the First Option Period	After the Lease has expired*
During the initial term of the Lease	Capable of Registration	Capable of Registration
During the first option period	A Form 13 Amendment must precede the instrument in lodgement. <sup>†</sup>	<u>Not Capable of Registration</u>
After the lease has expired	<u>Not Capable of Registration</u>	<u>Not Capable of Registration</u>

\*after the initial term and any unexercised option period has expired

† the Form 13 Amendment must amend the lease term, such that the execution of the instrument occurred during the term of the lease.

## [7-2200] Removal and Cancellation of Expired Lease

The Registrar may remove expired leases from the title in certain circumstances, including when the lease and any options have expired.

Where an expired lease remains on title it may be removed by registration of:

- a new Form 7 – Lease for the same premises with a statement at Item 9 that deals with the previous lease. See Part [7-2110]
- a Form 14 – Request to Remove Expired Lease, where the lease and first option period have expired. See Part [7-2200-1]
- a Form 14 – Request to Cancel Expired Lease, where the first option period has not expired. See Part [7-2200-2].

It is recommended that instruments that require the creation of an indefeasible title be preceded by the appropriate Form 14 to remove/cancel any expired lease(s) from title.

### [7-2200-1] Form 14 - Request to Remove Expired Lease

The Form 14 – Request to Remove Expired Lease should be made by the Lessor (registered owner) and include all leases:

- a. where the initial term, including any extensions registered by a Form 13 – Amendment of Lease, has expired and no option for renewal exists; or
- b. where the initial term and any period equivalent to a further term available under an option to renew has also expired.

No lodgement fees are payable.

See Example 4 in Part 14 – General Request for an example of a Request to Remove an Expired Lease.

A single Form 14 – Request to Remove Expired Lease may be used for multiple leases over any number of lots owned by one registered owner. See Example 4A in Part 14 for an example of a request to remove multiple leases from more than one title.

### [7-2200-2] Form 14 – Request to Cancel Expired Lease

Where the lease contains options for renewal, and the first options period has not expired, a Form 14 – Request to Cancel Expired Lease should be lodged to remove the lease from the title.

The request must be accompanied by a Form 20 – Declaration by the lessor confirming that the option was not exercised by the lessee. A solicitor or other authorised agent of the lessor may also make this statutory declaration provided the wording used in the statement reflects that they are authorised to do so.

Lodgement fees are payable. A duty notation is required if the term of the lease commenced prior to 1 January 2006.

See Example 38 in Part 14 – General Request for an example of a Request to Cancel an Expired Lease from the title.

A single Form 14 – Request to Remove expired leases may be used for multiple leases over any number of lots owned by one registered owner.

## [7-2205] Survey requirements of a lease over part of a lot<sup>1</sup>

Item 5 of the Form 7 contains a description of the premises being leased. If the premises being leased comprises the whole of a lot, the lease extent and land description fields must be completed.

If part of a lot is leased, a plan of survey identifying the part of the land must be lodged to precede the instrument of lease. If part of a building and part of the lot outside the building is leased, a sketch of the part of the building must be deposited, and a plan of survey identifying the part of the land is required to be lodged to precede the instrument of lease. The plan must be prepared in accordance with Direction 4.8.2 and either Direction 8 or 10 of the Registrar of Titles Directions for the Preparation of Plans (RTDPP).

A sketch plan contained in a prior registered lease is not acceptable for identifying a leased area in a new lease of part of a lot.

Leases are to be described on plans of survey by an alpha descriptor, for example – Lease A (etc) in Lot [number] on [Plan type and number] (e.g. Lease A in Lot 1 on SP123456). For the requirements for describing leases on plans refer to Direction 4.8.3 of the RTDPP (see also Part 21 – Plans and Associated Documents, esp. [21-2090]).

## [7-2210] Sketch<sup>1</sup>

If part of a building on a lot is leased, the premises must be sufficiently identified, either by means of a description satisfactory to the Registrar or a sketch, which conforms to the standards, required by the Registrar (s. 65 of the *Land Title Act 1994*). An additional fee is payable for the examination of a sketch. For specific information on the requirements for a sketch, refer to Directions 5.2 and 5.3 of the RTDPP.

A lease sketch must boldly outline that area which is the subject of the lease, such that the leased area is clearly and unambiguously identified.

When the roof of a building is leased, it is regarded as being a lease of land. Consequently, the plan must define the roof height and the leased area as a volumetric parcel. The plan must be drawn to conform with the usual standards required for a volumetric plan of part of the land and the normal planning body approval requirements apply. The lease of space for signage on the wall of a building will require similar attention.

[7-2220] to [7-2340] deleted

## [7-2211] General Comments<sup>1</sup>

Architectural or building plans are not acceptable.

Sketches must form part of the lease.

Prior to registration, when an original sketch plan in an instrument is deficient and is replaced by a new one, the original sketch plan should be marked 'cancelled' and initialled by all parties. The new sketch plan should be signed by all parties. Sketches may also be amended by the surveyor who certified the sketch in accordance with Direction 23 of the RTDPP.

After registration, amendments to the area of a lease are not permitted (s. 67(2) of the *Land Title Act 1994*).

Approval of the relevant planning body on Form 18 is required to some leases (see Part [7 2035]).

**Note:** Leases of the whole or part of a building, irrespective of the number of the floors, or the term of the lease, do not require planning body approval unless part of the land outside the building is also included.

[7-2355] and [7-2360] deleted

## [7-2212] Examples of Sketches<sup>1</sup>

Refer to Direction 5.11 of the RTDPP for examples of sketches.

## [7-2220] Description of Premises Being Leased

Every lease must clearly and unambiguously identify the premises being leased. The types of leased premises will vary from very simple to complex. For further information refer to the guide to completion in Part [7-4050].

The description of each leased premises must be unique and cannot conflict with other registered interests at the time of lodgement, unless the conflict is addressed in Item 9 on the Form 7. For further information see Part [7-2230] and Directions 4.8.3, 5.2, and 5.3 of the RTDPP.

## [7-2230] Previous Leases (Leased Area Conflicts)

The lessor must state whether the lease conflicts with any other lease registered on title, and if so, provide details of that conflict.

Details of how the conflict statements regarding previous leases should be completed are contained in Part [7-2110] and in the guide to completion for the Form 7 in Part [7-4090].

The lodger must ensure that the statements relating to conflicts with previous leases are correct at the time of lodgement. If the statement in Item 9 on the Form 7 is incorrect after execution (but before lodgement), this must be corrected prior to lodgement either by:

- dealing with the conflict, see Part [7-2110]; or
- altering the statement on the form using the prescribed process, see Part [59-2040].

Where a previous version of a Form 7 is lodged (version 6 or earlier), the lodger must ensure the statements regarding previous leases (contained in paragraphs 4-9 of the Form 20 – Lease Declaration) are correct at the time of lodgement. If any statements in the Form 20 – Lease Declaration are not correct, the conflict will need to be dealt with either by:

- dealing with the conflict, see Part [7-2110]; or
- prepare a new Form 20 – Lease Declaration with updated statement(s).

Where a lease is lodged and a conflict in leased premises is not adequately dealt with by the statements contained in the previous leases section of the Form or Lease Declaration, it may be requisitioned, and the conflict will need to be dealt with.

## [7-2240] Lease Type (Purpose)

The lessor must select the relevant lease type for the transaction. This is determined by the purpose of the lease rather than the nature of the lessor.

The available lease types are: Residential, Commercial, Residential and Commercial, Government, and Water (Water Allocation).

**Residential** applies to all land leased for residential purposes. Leases under the *Residential Tenancies and Rooming Accommodation Act 2008* are generally not capable of registration, however there are some exceptions which can be registered, e.g. where a life tenancy has been granted. A residential purpose may also apply where land is being leased for the use of residential tenants e.g. a pontoon attached to a residential premises.

**Commercial** applies to all property leased for a commercial purpose and includes most lease types not leased for a Residential or Government purpose. Some examples of a commercial purpose would include office, retail, industrial, primary industries, not-for-profit, storage, sporting, and recreation.

**Residential and Commercial** would apply where a single lease is used for a combination of these two purposes.

**Government** applies to any lease of property for a Government purpose, whether that be to a local government, or to a department or agency of a State or the Commonwealth e.g. an office leased for the use of a Member of Parliament.

**Water** applies only where the lease is for a water allocation, and it may be combined with another lease type where applicable.

## [7-4000] Forms

### [7-4001] General Guide to Completion of Form 7 – Lease/Sublease

For general requirements for completion of forms see Part 59 – Forms, esp. [59-2000].

Dealing Number



OFFICE USE ONLY

**Privacy Statement**  
Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Titles Queensland website.

**Lodger** (Name, postal address, E-mail & phone number) **Lodger Code**  
**Name:** Busy Law  
**Postal Address:** 1234 Queen St, Brisbane QLD 4000 165C  
**Email:** info@busylaw.com.au  
**Phone Number:** 07 3000 1234

**1. Lessor**  
BIG SHOPPING CENTRE LTD A.C.N 123 456 789

<b>2. Lot on Plan Description</b>	<b>Title Reference</b>
LOT 123 ON SP 654321	79876543

<b>3. Lessee</b>		
Given name(s)	Surname/Company Name and Number	Tenancy / Capacity
	SMALL BAKERY PTY LTD A.C.N. 789 654 321	AS TRUSTEE

**4. Interest being leased**  
FEE SIMPLE      **Dealing Number (if applicable):**

**5. Description of premises being leased** (delete statements with a \* if not applicable)  
Lease extent: **Part of a Building**  
\*Building premises designation: Shop 306  
\*Building level: Level 3  
\*Building identifier: Building A  
\*Building sketch reference: MPS 1345 v1  
  
Land description: Lot 123 on SP654321

**6. Term of lease**  
Commencement date/event: 17/09/2025  
Expiry date: 16/09/2028  
and/or Event:  
Options: 2 x 3 Years

**7. Lease Details**  
Rental/Consideration: \$36,000 plus GST per annum  
Lease Type: Commercial  
Area/Volume: 67 Square Metres

**8. Terms and Conditions** (delete statements with a \* if not applicable)  
(a) Document Reference - Nil;  
(b) Additional terms and conditions: \*the attached schedule



Title Reference: 79876543

9. Previous Leases (delete statements with a \* if not applicable)

The Lessor confirms that:

\*The Lease has expired and the option (if applicable) has not been exercised for registered Lease number(s) 712345678.

10. Grant/Execution

The Lessor leases to the Lessee, and the Lessee accepts the lease of, the premises described above on the terms and conditions in this lease and the Lessee acknowledges the amount payable or other consideration for the lease.

Witnessing officer must be aware of their obligations under section 162 of the Land Title Act 1994

*J Preston*

.....Signature

John James Preston

.....Full Name

Solicitor

.....Qualification

12 / 09 / 2025

Execution Date

Lessor's Signature

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 e.g. Legal Practitioner, JP, C Dec)

Big Shopping Centre Ltd A.C.N. 123 456 789 by its duly  
appointed attorney Roland McKenzie under Power of Attorney  
No. 812345667

*RM McKenzie*

.....Signature

.....Full Name

.....Qualification

/ /

Execution Date

Lessor's Signature

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 e.g. Legal Practitioner, JP, C Dec)

Van Nguyen  
Sole Director and Secretary  
Small Bakery Pty Ltd  
A.C.N. 789 654 321

*V Nguyen*

.....Signature

.....Full Name

.....Qualification

10 / 09 / 2025

Execution Date

Lessee's Signature

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 e.g. Legal Practitioner, JP, C Dec)

.....Signature

.....Full name

.....Qualification

/ /

Execution Date

Lessee's Signature

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 e.g. Legal Practitioner, JP, C Dec)

## [7-4010] Item 1 - Lessor

Insert the full name of lessor(s) or, in the case of a sub-lease, the full name of the lessee under the head-lease.

If the lessor is a body corporate under a community titles scheme, then insert 'Body Corporate for [name of scheme] community titles scheme [scheme number]' e.g. 'Body Corporate for Seaview community titles scheme 1234'<sup>2</sup>.

If the lessor holds on trust or as a personal representative, then this must be stated, e.g. '[name of lessor] as Trustee' or '[name of lessor] as personal representative'.

If there is insufficient space, any lessors not included on the Form can be included on a Form 20 – Enlarged Panel. Refer to Part [20-2020] for more information.

## [7-4020] Item 2 – Lot on Plan Description and Title Reference

### Freehold Description<sup>1</sup>

The description of the relevant lot/s should always read 'Lot [no.] on [plan reference]'. Plan references must contain the appropriate prefix (e.g. 'SP' for a survey plan, 'RP' for a registered plan, 'BUP' for a building units plan, 'GTP' for a group titles plan or the relevant letters for Crown plans). The area of the lot/s is not shown.

The entire panel of Item 2 must be completed.

e.g.	Lot on Plan Description	Title reference
	Lot 27 on RP 204939	11223078

Item 2 must contain the description of the lot or lots and the title reference or references for the land that is affected by the lease, for example:

- for a multi-lot title, include only the descriptions of the lot or lots that the lease area spatially affects;
- where the lease is of part of a building and the building is situated on more than one lot or one title include only the lot or title that the lease area spatially affects.

### Water Allocation Description

A water allocation should be identified as 'Water Allocation', 'Allocation' or 'WA'. All plans referring to water allocations are Administrative Plans. Administrative Plan is abbreviated to AP as the prefix of the plan identifier.

All information needed to complete Item 2 will appear on a search of the water allocation title.

e.g.	Lot on Plan Description	Title reference
	WA 27 on AP 7900	46012345

### Multiple Titles

Where a lease is over multiple titles, the first title should be completed on the Form 7, and any remaining titles or lines should be completed on a Form 20 – Enlarged Panel. See Part [20-2020] for further information.

## [7-4030] Item 3 - Lessee

Insert the lessee(s) full name and tenancy if there is more than one lessee.

If holding as tenants in common, the share each lessee intends to hold must also be shown.

If the lessee is to be recorded as a trustee, the words 'as trustee' must be inserted after the lessee(s) name(s) in Item 3. There is no requirement for a Form 20 - Trust Details Form to be deposited or other details of the trust instrument to be provided. See Part [7-2060].

For example:

3. Lessee		
Given name(s)	Surname/Company name and number	Tenancy/Capacity
JOHN JAMES	PRESTON	AS TRUSTEE

If the lessee is a body corporate under a community titles scheme, then insert 'Body Corporate for [name of scheme] community titles scheme [scheme number] e.g. 'Body Corporate for Seaview community titles scheme 1234'<sup>1</sup>.

If there is more than one lessee, insert the name of the first lessee in Item 3 and include all remaining lessees on a Form 20 – Enlarged Panel. See Part [20-2020] for further information.

### **[7-4040] Item 4 – Interest being leased**

Insert 'fee simple' or 'water allocation'. If a sub-lease, the dealing number of the head lease must also be completed.

### **[7-4050] Item 5 – Description of premises being leased**

The fields which need to be completed in Item 5, will depend upon the type of premises that is being leased e.g. 'whole of the land' or 'part of a building'.

This section is comprised of various sub-headings which correspond with the available fields in Item 5.

#### **Example of Item 5, showing the fields that can be completed:**

#### **5. Description of premises being leased** (delete statements with a \* if not applicable)

Lease extent:  Land description:   
\*Part of land area description:   
\*Building premises designation:   
\*Building level:   
\*Building identifier:   
\*Building sketch reference:

The first step in completing Item 5, is to identify which of the fields need to be completed. Statements in Item 5 of the Form 7 that are marked with an "\*" and are not applicable to the type of premises being leased must be either deleted or ruled through.

Where only one premises is being leased, complete the relevant fields to provide the description of the premises.

Where there are multiple premises being leased, a separate description (Item 5) for each leased premises must be provided. A Form 20 – Enlarged Panel should be used in these instances. See Part [20-2020] for further information.

### [7-4051] Which Fields in Item 5 need to be completed?

The Lease Extent and Land Description fields must be completed for all leases; the table below shows which other fields in Item 5 may be required for each type of leased premises:

Example Number	Type of Leased Premises	ITEM 5 FIELDS					
		Lease Extent	Part of Land Area Description	Building Premises Designation	Building Level	Building Identifier	Building Sketch Reference
1	Whole of the land	✓					
2	Part of the land	✓	✓				
3	Whole of a building • only building on title	✓		⊙		✓	⊙
4	Whole of a building: • more than one building on title	✓		✓		✓	✓
5	Part of the building: • only building on title • whole level being leased	✓		⊙	✓	✓	⊙
6	Part of the building: • only building on title • part of level being leased	✓		✓	✓	✓	✓
7	Part of the building: • multiple buildings on title • whole level being leased	✓		⊙	✓	✓	✓
8	Part of the building: • multiple buildings on title • part of level being leased	✓		✓	✓	✓	✓

✓ Must Complete

⊙ Complete if a sketch is deposited which includes this information.

## Examples

The examples of the various lease types which have been included below show the fields which should be completed for each premises type. In these examples, the inapplicable statements have been deleted entirely.

### [7-4051-1] Example 1 - Whole of the Land:

Where the lease is for the **Whole of the Land** (a lease of the whole of one or more lots) the following fields must be completed:

---

5. **Description of premises being leased** (delete statements with a \* if not applicable)

Lease extent: **Whole of the Land**

Land description: Lot 1 on SP789101

---

### [7-4051-2] Example 2 - Part of the Land

Where the lease is for **Part of the Land** (a lease of part of one or more lots), the following fields must be completed:

---

5. **Description of premises being leased** (delete statements with a \* if not applicable)

Lease extent: **Part of the Land**

\*Part of land area description: Lease A on SP123456

Land description: Lot 1 on SP789101

---

### [7-4051-3] Example 3 – Whole of a Building – Only building on the Title

Where the lease is for the **Whole of a Building**, if the lease is the only building on the relevant title the following fields will need to be completed:

---

5. **Description of premises being leased** (delete statements with a \* if not applicable)

Lease extent: **Whole of a Building**

\*Building identifier: the only building

Land description: Lot 1 on SP789101

---

### [7-4051-4] Example 4 – Whole of a Building - More than one building on the Title

Where the lease is for the **Whole of a Building**, if the lease is not the only building on the relevant title the following fields will need to be completed:

---

5. **Description of premises being leased** (delete statements with a \* if not applicable)

Lease extent: **Whole of a Building**

\*Building premises designation: Building 3

\*Building identifier: Building 3

\*Building sketch reference: MPS 1345 v1

Land description: Lot 1 on SP789101

---

### [7-4051-5] Example 5 – Part of a Building – Only Building on Title – Whole level being leased

Where the lease is for **Part of a Building** of the **Only building on the title** for a **Lease of whole level** the following fields will need to be completed:



---

5. **Description of premises being leased** (delete statements with a \* if not applicable)

Lease extent: **Part of a Building**

\*Building level: Ground Floor

\*Building identifier<sup>1</sup>: the only building

Land description: Lot 1 on SP789101

---

<sup>1</sup> Insert a specific Building identifier if one is completed on the sketch (e.g. Building A)

### [7-4051-6] Example 6 – Part of a Building – Only Building on Title – Part of Level being leased

Where the lease is for **Part of a Building** of the **Only building on the title** for a **Lease of part of the level** the following fields<sup>1</sup> will need to be completed:

---

5. **Description of premises being leased** (delete statements with a \* if not applicable)

Lease extent: **Part of a Building**

\*Building premises designation: Shop 5

\*Building level: Ground Floor

\*Building identifier<sup>1</sup>: the only building

\*Building sketch reference: MPS 1345 v1

Land description: Lot 1 on SP789101

---

<sup>1</sup> Insert a specific Building identifier if one is completed on the sketch (e.g. Building A)

### [7-4051-7] Example 7 – Part of a Building – Multiple Buildings on Title – Whole level being leased

Where the lease is for the **Part of a Building** where there are **Multiple buildings on the title** for a **Lease of the whole level** the following fields will need to be completed:

---

5. **Description of premises being leased** (delete statements with a \* if not applicable)

Lease extent: **Part of a Building**

\*Building level: Ground Floor

\*Building identifier: Building A

\*Building sketch reference: MPS 1345 v1

Land description: Lot 1 on SP123456

---

### [7-4051-8] Example 8 – Part of a Building – Multiple Buildings on Title – Part of a Level being leased

Where the lease is for the **Part of a Building** where there are **Multiple buildings on the title** of a **Lease of part of the level** the following fields will need to be completed:

---

5. **Description of premises being leased** (delete statements with a \* if not applicable)

Lease extent: **Part of a Building**

\*Building premises designation: Shop 5

\*Building level: Ground Floor

\*Building identifier: Building A

\*Building sketch reference: MPS 1345 v1

Land description: Lot 1 on SP789101

---

## [7-4052] Land Description

Complete the Land Description for the parcel of land in which the premises being leased is located.

The 'Land Description' must only include the 'Lot on Plan Description' for the land containing the premises being leased. Although the 'Lot on Plan Description' may be identical to that inserted in Item 2, it is not permissible to insert the words 'See item 2'.

LEASE EXTENT EXAMPLE	LAND DESCRIPTION EXAMPLE	FORM TO BE COMPLETED
<b>Whole of the Land</b>	Lot 1 on SP789101	Only on Form 7
<b>Whole of a Building</b>	Lots 1-2 on SP789101	Only on Form 7
<b>Multiple premises on one lot</b> <ul style="list-style-type: none"><li>Part of the Land, and</li><li>Part of the Building.</li></ul>	Lot 1 on SP12345 Lot 1 on SP12345	Form 7 Form 20 – Enlarged Panel
<b>Multiple premises over multiple lots</b> <ul style="list-style-type: none"><li>Part of the Land, and</li><li>Part of the Building.</li></ul>	Lot 1 on SP12345 Lot 2 on SP12345	Form 7 Form 20 – Enlarged Panel

Where there are multiple premises (e.g. part of the land and part of a building), the whole of Item 5 must be repeated for each of the premises being leased using a Form 20 – Enlarged Panel, see Part [20-2020].

## [7-4053] Lease Extent

Where the whole of every lot or the whole of every water allocation in the title(s) described in Item 2 is being leased, insert 'Whole of the land', or 'Whole of the lot(s)' or 'Whole of the water allocation(s)'.

Where only part of the land is being leased, insert 'Part of the land'.

If the whole of a building is being leased, insert 'Whole of a building'.

If only part of a building is being leased, insert 'Part of a building'.

## [7-4054] Part of Land Area Description

Use only for leases of part of the land (and not leases of part of a building).

If only part of the land described in Item 2 is being leased, insert in Item 5 'Lease [identifier] on SP [number] (must be a survey plan that has been registered or lodged)'.

## [7-4055] Building Premises Designation

Use only for leases of buildings (and not for leases of land).

Describes the part of the building being leased – e.g. 'Shop 5'.

Optional for leases of the whole of a level unless there is a building premises designation specified in the lease sketch.

When completing the field insert the description of the leased premises as shown in the description on the lease sketch (e.g. 'Shop 5').

The 'Building premises designation' in Item 5 and that identified in the lease sketch must be identical.

The building premises designation (e.g. 'Shop 5') cannot be duplicated on title, or on any lease instrument. Refer to Direction 5.3.1 of the Registrar of Titles Directions for the Preparation of Plans for further information.

## [7-4056] Building Level

Use only for leases of part buildings (and not for leases of land or of whole buildings).

Describes the level of a building being leased e.g. 'Level 3'. The Building level in Item 5 and that identified in the lease sketch must be identical.

## [7-4057] Building Identifier

Use only for leases of buildings (and not for leases of land).

Describes the building being leased – e.g. 'Building A'.

Complete with 'the only building' for leases of the only building on a lot, unless a building identifier is included in the lease sketch.

Where there are multiple separate buildings on the land and each building has been given an identifier, insert the identifier that corresponds to the premises being described.

In either case, the 'Building identifier' in Item 5 must be consistent with the lease sketch.

## [7-4058] Building Sketch Reference

Use only for leases of buildings (and not for leases of land) where a lease sketch is attached.

This refers to the Building sketch reference allocated to the lease sketch e.g. 'MPS 1345 v1'

The Building sketch reference must be identical to that allocated to the lease sketch.

The sketch file reference is usually found on the bottom right-hand corner of the sketch and may be identified as a drawing number, plan number or similar. The building sketch reference shown in Item 5 of the Form 7 and that used on the sketch plan must be identical and easily identifiable. Some examples of references have been provided below:

OF THE OVER PART OF F A BUILDING 13166	<b>PLANMAKERS</b>		
	REF:	SHEET:	REV:
	45149LPA1	1 of 1	1

Sketch File Reference: →

Sketch File Reference: →	Q.A. Approved A. Surveyor Date: 16/1/2024	Project Manager A. Surveyor Date: 16/1/2024
	Plan No.	
	640159LE	

## [7-4060] Item 6 – Term of Lease

Complete the commencement and expiry dates in full e.g. 16/10/2024 and/or include details of the event(s) on which the lease commences and/or expires.

For the expiry details, do not insert the expiry date into the event field. If the lease expires upon an event, the event must be in writing e.g. 'death of tenant.' It is not acceptable to insert 'refer to schedule' for an event. If there is insufficient space to describe the event, a Form 20 – Enlarged Panel should be used, see Part [20-2020] for further information.

The details of the option/s must be completed. Where the lease does not contain an option/s, insert Nil.

### Example

#### 6. Term of lease

Commencement date/event: 17/09/2025

Expiry date: 16/09/2030

and/or Event:

Options: Nil

## [7-4070] Item 7 – Lease Details

The fields that can be completed in Item 7 have been addressed separately in Parts [7-4070-1] to [7-4070-3].

### [7-4070-1] Rental / Consideration

Provide information about the rent or other consideration in the space provided. The details may also be set out in a Form 20 – Schedule attached to the Form 7, or a supplementary document that is deposited with the lease. In this case, the words 'See Schedule' should be inserted.

### [7-4070-2] Lease Type

Insert the Lease Type in the space provided. For more information on the available lease types, see Part [7-2240].

### [7-4070-3] Area / Volume

Include the Area/Volume in numerals of the total area being leased in the space provided.

The available Area options are – Square Metres and Hectares. Only one of these options is to be used for the area.

The available Volume options are Cubic Metres and Megalitres (for leases of Water Allocations). If the lease combines different options, show each option (e.g. for a lease of land and a water allocation include 450 hectares and 500 megalitres).

If the lease is a combination of area and volume measurements, repeat Item 7 on the Form 20 – Enlarged Panel.

## [7-4080] Item 8 – Terms and Conditions

Complete the relevant statement in part (a) or (b), or both; and provide a dealing number of the relevant Standard Terms Document and/or an attached Form 20 Schedule setting out the terms and conditions of the lease. Statements that are not applicable should be deleted.

Example:

---

**8. Terms and Conditions** (delete statements with a \* if not applicable)

- (a) Document Reference - Nil;
  - (b) Additional terms and conditions: \*the attached schedule
- 

## [7-4090] Item 9 – Previous Leases

Item 9 must be completed for all leases.

The purpose of Item 9 is to confirm if there is a conflict with any lease on title of the same interest type (e.g. Fee Simple, as identified in Item 4). Accordingly, if the lease is a sublease, there will be no conflict in the leased area with the head lease. For more information, see Part [7-2230].

A title search should be conducted prior to lodgement to determine if a conflict exists with any lease on title for the same interest type (whether registered or unregistered):

- If there is a conflict in the premises, or the term, between an existing lease(s) and the new lease, the statement(s) which explains the conflict must be completed, see Part [7-2110].  
Only the statement(s) that addresses the conflict should be used. This confirms to the Registrar that no other conflict exists.
- If there is no conflict in the premises, or the term, between an existing lease and the new lease, only statement 2 or 6 can apply, see Part [7-2110].

Any inapplicable statement must be ruled through or deleted.

### **[7-4090-1] Example where a conflict exists (single statement):**

---

**9. Previous Leases** (delete statements with a \* if not applicable)

The Lessor confirms that:

\*The Lease has expired and the option (if applicable) has not been exercised for registered Lease number(s) 712365410.

---

### **[7-4090-2] Example where a conflict exists (multiple statements):**

---

**9. Previous Leases** (delete statements with a \* if not applicable)

The Lessor confirms that:

\*The Lease has expired and the option (if applicable) has not been exercised for registered Lease number(s) 712365410.

\*This Lease of the premises described in Item 5 will surrender by operation of law registered Lease number(s) 723219860.

---

### **[7-4090-3] Example where there is no conflict in the premises described:**

---

**9. Previous Leases** (delete statements with a \* if not applicable)

The Lessor confirms that:

\*The premises described in Item 5 does not conflict with any other Lease currently lodged or registered.

---

### **[7-4090-4] Example where there is no conflict in the lease term:**

---

**9. Previous Leases** (delete statements with a \* if not applicable)

The Lessor confirms that:

\*The term of this Lease does not conflict with the term of any unexpired Lease (including a first option) currently lodged or registered for the premises described in Item 5.

---

## **[7-4100] Item 10 – Grant/Execution**

The lessor(s) and lessee(s) are required to execute the lease in the spaces provided. If there is insufficient space, a Form 20 – Enlarged Panel should be used.

For further information on execution and witnessing, see Part 61.

**Note:** all executions must be completed with an original, 'wet signed' signature. For more information, see Part [59-2000].

## **[7-4500] General Guide to Completion of Form 20 – Lease Declaration**

For general requirements for completion of forms, see Part 59 – Forms, esp. [59-2000], and for the general requirements of a Statutory Declaration, see Part [20-2040].

Title Reference [79876543]

Oaths Act 1867

STATUTORY DECLARATION

I, **John James Preston**, of **1234 Queen St, Brisbane**, in the **State of Queensland** solemnly and sincerely declare that:

1. I am authorised to make this declaration: on behalf of the Lessor(s) as their Solicitor.
2. The premises being leased is described as follows:
  - a) Lease extent: **Part of a Building**
    - \*Building premises designation: Shop 306
    - \*Building level: Level 3
    - \*Building identifier: Building A
    - \*Building sketch reference: MPS 1345 v1
  - b) Land Description: Lot 123 on SP654321
3. The Lease type is Commercial \*and the area of the premises being leased is 67 Square Metres
4. The Lease has expired and the option (if applicable) has not been exercised for registered Lease number 712345678

and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867.

**The contents of this statutory declaration are true, except where they are stated on the basis of information and belief, in which case they are true to the best of my knowledge. I understand that a person who makes a declaration that the person knows is false in a material particular commits an offence.**

I state that:<sup>1</sup>

- ~~A. This declaration was made in the form of an electronic document.~~  
~~B. This declaration was electronically signed.~~  
~~C. This declaration was made, signed and witnessed under part 6A of the Oaths Act 1867~~  
D. This Declaration was physically signed in the physical presence of the witness.

*L Scott*  
.....  
**Signature**  
Louisa Jane Scott

14 / 09 / 2025  
**Execution Date**

*J Preston*  
.....  
**Declarant's Signature**

.....  
**Full Name**  
Solicitor

.....  
**Type of Witness**  
Busy Law

.....  
**Name of Law Practice / Witness's Place of Employment**

### **[7-4510] Paragraph 1 – Details of the Declarant**

The declarant must provide their authority for making the declaration, either as the lessor or on behalf of the lessor. If the declarant is making the declaration on behalf of the lessor, they must state in what capacity they are making the declaration (e.g. legal practitioner, attorney under registered power of attorney). For further information on making a Statutory Declaration, see Part [20-2040].

### **[7-4520] Paragraph 2 – Description of premises being leased**

The 'Description of premises being leased' in Paragraph 2 of the form is identical to Item 5 on the Form 7. Refer to the guidance contained in Parts [7-4050] to [7-4058] to complete this paragraph.

#### **Multiple Premises**

If there are multiple premises being leased, Paragraph 2 should be repeated in the declaration for each leased premises.

### **[7-4530] Paragraph 3 – Lease Type and Area / Volume**

The 'Lease Type' and 'Area/Volume' fields in Paragraph 3 of the form are identical to Item 7 on the Form 7. Refer to the guidance contained in Part [7-4070] to complete this paragraph.

### **[7-4540] Paragraphs 4-9 – Previous Lease Statements (Leased Area Conflicts)**

Paragraph 4-9 of the form are identical to the statements contained in Item 9 on the Form 7. When completing the Declaration, the paragraphs that apply must be completed, and any paragraphs that do not apply must be deleted. Guidance is contained in Parts [7-2110], [7-2230] and [7-4090] on preparing or deleting these paragraphs.

### **[7-4550] Execution of the Declaration**

The requirements for the execution of the declaration are the same as for any other declaration, see Part [20-2040] for more information.

**Note:** If there is more than one lessor, only one lessor (or their representative) is required to give a declaration on the Form 20 – Lease Declaration.



## [7-5000] eConveyancing

### [7-5010] Electronic Conveyancing and Electronic Conveyancing Document

Electronic Conveyancing (or eConveyancing) is the term used to refer to the electronic preparation, lodgment, processing and registration of instruments and other documents (Electronic Conveyancing Documents) in accordance with the Land Title Act 1994 (Qld) and the Electronic Conveyancing National Law (Queensland) (the **ECNL**). eConveyancing is the primary method of conveyancing in Queensland, and its use is mandated for a number of instruments and documents. Refer to Part [62-6000] for further information on the application of the eConveyancing mandate.

An Electronic Conveyancing Document is a document under the ECNL that is lodged electronically through an Electronic Lodgment Network (see s. 14B of the Land Title Act 1994 and s. 7 of the ECNL).

For more information, refer to Part 62 – eConveyancing.

The terms Electronic Conveyancing and eConveyancing are used interchangeably in this Part and throughout the Land Title Practice Manual.

### [7-5100] Scope Restrictions

Refer to the [Titles Queensland website](#) for the list of transactions currently available through eConveyancing.

### [7-5200] Prescribed Requirements – Form 7 (electronic)

Under the Participation Rules (Qld), which are determined by the Registrar under the ECNL, a Prescribed Requirement is a published requirement of the Registrar that Subscribers to an Electronic Lodgment Network are required to comply with.

The following are the prescribed requirements for a Form 7 (electronic):

#### [7-5200-1] Terms and Conditions

For an attachment to include terms and conditions (see Part [7-4080]):

1. the attachment must be referred to in Item 8 – Terms and Conditions; and
2. if reference is made to an attachment in Item 8 – Terms and Conditions a document setting out the terms and conditions must be included as an attachment to the Form 7 (electronic); and
3. the attachment must not contain any information other than the terms and conditions being incorporated (any additional information must be removed).

Example: it is not permissible to include as an attachment a complete scanned copy of a paper Form 7 – Lease/Sublease and the terms and conditions. Only the terms and conditions should be uploaded.

### [7-5300] Attachments – Form 7 (electronic)

An attachment cannot be included with a Form 7 (electronic) unless:

- it is a requirement for the registration of the instrument (e.g. a lease of part of the land where the total term, including options exceeds 10 years); and
- only the attachment required in those circumstances is uploaded (e.g. a Form 18 – General Consent).

Attachments must be uploaded in portable document format (PDF). For information regarding uploading attachments, refer to the relevant Electronic Lodgment Network Operator.

#### [7-5300-1] Terms and Conditions

There is provision to include a document that sets out the terms and conditions of the lease as an attachment.

Where terms and conditions are uploaded, they must comply with Prescribed Requirement [7-5200-1].

#### [7-5300-2] Sketch Plan

If part of a building on a lot is leased, the premises must be sufficiently identified. Where a building sketch reference is provided, a sketch plan must be provided, see Part [7-2210].

An attachment to Form 7 (electronic) is required where a building sketch reference is provided. The attachment must be a scanned copy of the sketch plan.

### **[7-5300-3] Consent**

Where the consent of a mortgagee, a life tenant, or a sublessee needs to be provided, the attachment must be either:

- a scanned copy of the executed paper Form 18 – General Consent see Part [7-2030]; or
- a copy of the letter from the Lessee or Lessee's solicitor confirming that written notice has been given, see Part [7-2110-3].

### **[7-5300-4] Planning Body Approval (including Local Authority Consent)**

If a lease is for part of the land and the total term, including options, exceeds 10 years, planning body approval must be obtained, see Part [7-2035].

The attachment must be a scanned copy of the executed paper Form 18 – General Consent.

### **[7-5300-5] Supporting Evidence**

Where the lessee is a trust with more than four trustees, supporting evidence must be deposited, see Parts [7-0020], and [7-2050].

The attachment, uploaded as supporting evidence, must be one of the following:

- a letter from the trustee or their solicitor confirming the trust is for a charitable purpose; or
- a certificate in writing from the Minister approving the number of trustees.

## **[7-5400] Execution and Certification**

The requirements for digitally signing and making certifications for an Electronic Conveyancing Document are contained in the Participation Rules (Qld).

## **[7-5600] Electronic Form**

An instrument of lease/sublease that is an Electronic Conveyancing Document (an eConveyancing lease/sublease) must be lodged through an Electronic Lodgment Network and be in the form approved by the Registrar under the Electronic Conveyancing National Law (Queensland). The eConveyancing lease or sublease must be digitally signed by or for the lessor/s and lessee/s as required by the approved form and Participation Rules (Qld).

### **[7-5600-1] Approved Electronic Form**

A representation of the electronic form approved by the Registrar under s. 7 of the Electronic Conveyancing National Law (Queensland) is shown on the following pages.

## LEASE/SUBLEASE

Lodger Details:

### Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records.  
For more information see the Titles Queensland website ([www.titlesqld.com.au](http://www.titlesqld.com.au)).

### 1. Lessor

### 2. Lot on Plan Description

Title Reference

### 3. Lessee Given names

Surname/Company name and number (include tenancy if more than one)

### 4. Interest being leased

### 5. Description of premises being leased

Lease extent:

Land description:

### 6. Term of lease

Commencement Date:

Expiry Date:

Options:

### 7. Lease Details

Rental/Consideration:

Lease Type:

Area/Volume:

### 8. Terms and Conditions

Document Reference:

Additional terms and conditions

---

## 9. Previous Leases

The Lessor confirms that:

---

## 10. Grant/Execution

The Lessor leases to the Lessee, and the Lessee accepts the lease of, the premises described above on the terms and conditions in this lease and the Lessee acknowledges the amount payable or other consideration for the lease.

I certify that:

Executed on behalf of

Signer Name  
Signer Organisation  
Signer Role  
Execution Date

I certify that:

Executed on behalf of  
Signer Name  
Signer Organisation  
Signer Role  
Execution Date

---

## [7-5600-2] Electronic Form Examples

An example of a completed **Form 7 (electronic)** is shown on the following pages.

## LEASE/SUBLEASE

<b>950013765</b> SY 500 \$238.14 08/12/2025 11:23:47	Lodger Details:  BUSY LAW PTY LTD 1234 QUEEN ST, BRISBANE, QLD, 4000
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### Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records.  
For more information see the Titles Queensland website ([www.titlesqld.com.au](http://www.titlesqld.com.au)).

#### 1. Lessor

BIG SHOPPING CENTRE LTD A.C.N 123 456 789

#### 2. Lot on Plan Description

LOT 123 ON SP 654321

#### Title Reference

79876543

#### 3. Lessee Given names

Surname/Company name and number (include tenancy if more than one)

**SMALL BAKERY PTY LTD**  
ACN 789 654 321

#### 4. Interest being leased

Fee Simple

#### 5. Description of premises being leased

Lease extent:

Whole of the Land

Land description:

LOT 123 ON SP 654321

#### 6. Term of lease

Commencement Date: 8/12/2025

Expiry Date: 7/12/2030

Options: Nil

#### 7. Lease Details

Rental/Consideration: \$2,500.00 Monthly

Lease Type: Commercial

Area/Volume: 1000.0 Square Metres

#### 8. Terms and Conditions

Document Reference: Nil

Additional terms and conditions:  
the attached schedule

#### 9. Previous Leases

The Lessor confirms that:

The premises described does not conflict with any other lease currently lodged or registered.

#### 10. Grant/Execution

The Lessor leases to the Lessee, and the Lessee accepts the lease of, the premises described above on the terms and conditions in this lease and the Lessee acknowledges the amount payable or other consideration for the lease.

I certify that:

1. The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

---

Executed on behalf of BIG SHOPPING CENTRE PTY LTD  
Signer Name John James Preston  
Signer Organisation BUSY LAW  
Signer Role AUSTRALIAN LEGAL PRACTITIONER  
Execution Date 08/12/2025

I certify that:

1. The Certifier has taken reasonable steps to verify the identity of the lessee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of SMALL BAKERY PTY LTD  
Signer Name Andrew Hope  
Signer Organisation BOUTIQUE LAW  
Signer Role AUSTRALIAN LEGAL PRACTITIONER  
Execution Date 08/12/2025

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## [7-7000] Case Law

### [7-7000] *Broons & Lennox Hatfield Nominees Pty Ltd v Registrar of Titles* (unreported, OS No 285 of 1989)

A lease by a registered owner to himself/herself cannot contain enforceable covenants.

### [7-7010] *Cowper v Fletcher* (1865) 122 ER 1270

A joint tenant may lease his/her interest to another without severing the joint tenancy.

### [7-7020] *Sinclair v Connell* [1968] 1 NZLR 118

The term of a lease can be granted for the life of a lessor, a lessee or a named third person. This was followed in *Borambil Pty Ltd v O'Carrol* [1972] 2 NSWLR 302.

### [7-7040] *Daniher v Fitzgerald* (1919) 19 SR (NSW) 260

Consent of a mortgagee does not affect the validity of a lease against third parties, but protects the lessee if the mortgagee takes possession of the fee simple.

### [7-7050] *Mercantile Credits Ltd v Shell Co Aust Ltd* (1976) 136 CLR 326

An option to renew contained in a registered lease is protected by registration of that lease.

### [7-7060] *Friedman v Barrett, Ex p Friedman* [1962] Qd R 498

Option/s to renew a short lease beyond three years from the commencement of the original term must be registered to achieve indefeasibility.

### [7-7070] *Medical Benefits Fund of Australia Ltd v Fisher* [1984] 1 Qd R 606

The registered owner of a new indefeasible title holds its interest free from all interests not notified on the new indefeasible title.

### [7-7080] *Re Eastdoro Pty Ltd* [1990] 1 Qd R 424

Where a registered lease contains options for renewal, the options are indefeasible interests. Therefore the due exercise of each of the options for renewal is enforceable against a proprietor who becomes registered after registration of the lease.

### [7-7090] *Massart v Blight* (1951) 82 CLR 423

The lack of lessor's consent will not prevent the valid passing of a leasehold estate.

## [7-8000] Fees

Fees payable to the Titles Registry are subject to an annual review. Refer to the Titles Fee Calculator available on the Titles Queensland website or see Part [60 8000].

## **[7-9000] Cross References and Further Reading**

Part 8 – Surrender of Lease

Part 13 – Amendment of Lease, Easement, Mortgage, Covenant, Profit a prendre, Building Management Statement or Carbon Abatement Interest

Part 14 – General Request

Part 20 - Schedule, Enlarged Panel, Additional Page, Declaration, Standard Terms Document

Part 59 – Forms

Part 62 - eConveyancing

## **[7-9050] Notes in text**

Note<sup>1</sup> – This numbered section is not applicable to water allocations or the Water Allocations Register.

Note<sup>2</sup> – This paragraph or statement is not applicable to freehold land.