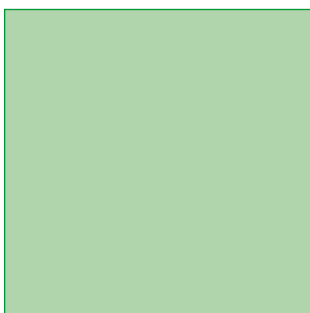
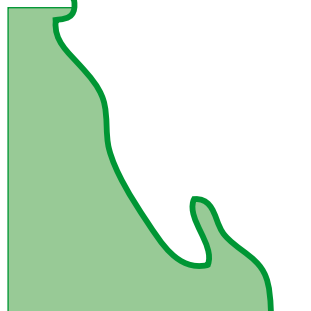




residential
tenancies
authority

Renting a home

A tenant's guide to the rules for renting in Queensland



Assistance information

Translating and Interpreting Service

If you need interpreting assistance to help you understand the information in this booklet, please contact the Translating and Interpreting Service on 13 14 50 (for the cost of a local call) and ask to speak to the Residential Tenancies Authority.

Arabic

إذا كنت بحاجة إلى مساعدة في الترجمة لفهم المعلومات الموجودة في هذا الكتيب، يرجى الاتصال بخدمة الترجمة الخطية والشفهية على الرقم 131450 (بكلفة مكالمة محلية) واطلب التحدث مع سلطة الإيجارات السكنية.

Bosnian

Ako trebate pomoć tumača da biste razumjeli ovu knjižicu, molimo Vas da nazovete Službu prevodilaca i tumača (Translating and Interpreting Service) na 13 14 50 (po cijeni lokalnog poziva) i pitajte da Vas spoje sa Upravom stanovanja (Residential Tenancies Authority).

Chinese (Simplified)

如果你需要传译员帮助你理解这本小册子所含信息的意思，请致电翻译服务处，电话号码：13 14 50 (本地电话费)，并要求接驳住宅房屋租赁办公室 (Residential Tenancies Authority)。

Chinese (Traditional)

如果你需要傳譯員幫助你理解這本小冊子所含信息的意思，請致電翻譯服務處，電話號碼：13 14 50 (本地電話費)，並要求接駁住宅房屋租賃辦公室 (Residential Tenancies Authority)。

Croatian

Ako trebate pomoć tumača za razumijevanje ove knjižice, molimo Vas da nazovete Službu prevodilaca i tumača (Translating and Interpreting Service) na 13 14 50 (po cijeni lokalnog poziva) i pitajte da Vas spoje sa Upravom stanovanja (Residential Tenancies Authority).

Dari

اگر ترجمان میخواهید تا به شما کمک کند که معلومات این دفترچه را بفهمید به اداره ترجمان کتبی و شفاهی به شماره ۱۳۱۴۵۰ (به قیمت یک تلفون محلی) بلیفون کنید و بخواهید که با مسئول اجاره خانه های مسکونی (Residential Tenancies Authority) گپ بزنید.

Farsi

اگر برای درک اطلاعات مندرج در این دفترچه به مترجم احتیاج دارید تا شما را کمک نماید، لطفاً بوسیله تلفن شماره ۱۳۱۴۵۰ (به هزینه یک تلفن داخلی) با اداره ترجمه کتبی و شفاهی تماس حاصل فرمائید و بخواهید که با مسئول اجاره خانه های مسکونی (Residential Tenancies Authority) صحبت کنید.

Filipino (Tagalog)

Kung kailangan mo ng tulong sa pagsasalín o pagpapaliwanag ng wika upang maintindihan ang impormasyon sa buklet na ito, paki tawagan ang **Serbisyo sa Pagsasalín at Pagpapaliwanag o Pag-iinterpreté ng Wika sa 13 14 50** (sa halaga ng tawag na lokal) at hilinging makipag-usap sa Awtoridad ng mga Pagpapa-upa at Pag-upa ng Tirahan (Residential Tenancies Authority).

Indonesian

Jika Anda membutuhkan bantuan juru bahasa untuk membantu Anda memahami informasi di dalam *booklet* ini, silahkan menghubungi Layanan Penerjemahan dan Kejurubahasaan (**Translating and Interpreting Service**) melalui telepon 13 14 50 (untuk tarif pulsa lokal) dan minta disambungkan ke bagian **Residential Tenancies Authority**.

Japanese

本冊子の内容を理解するために通訳の援助が必要な場合は、13 14 50の翻訳通訳サービス(市内通話料金のみ)まで連絡し、レジデンシャル・テナンシーズ・オーソリティー(賃貸住宅権威機関)に話すように依頼してください。

Khmer

បើលោកអ្នកត្រូវការជំនួយបកប្រែភាសាដើម្បីជួយលោកអ្នកឲ្យយល់ព័ត៌មាននៅក្នុងក្បួនសៀវភៅនេះ សូមទាក់ទង **Translating and Interpreting Service** (សេវាបកប្រែភាសា) តាមទូរស័ព្ទលេខ 13 14 50 (អស់ថ្លៃទូរស័ព្ទក្នុងតំបន់) ហើយសុំនិយាយទៅកាន់ Residential Tenancies Authority (អាជ្ញាធរទទួលបន្ទុកការជួលផ្ទះលំនៅ)។

Korean

이 책자의 내용을 이해하는데 통역 서비스의 지원이 필요하실 경우 통역 번역 서비스 13 14 50 (시내 통화 요금)에 연락하신 후, 주택 임대대 기관 (Residential Tenancies Authority)에 연결하도록 요청하십시오.

Samoan

Afai ete manaomia le fesoasoani faamatalaupū e fesoasoani ia te oe ina ia e malamalama ai i faamatalaga o loo i leinei tama'itusi faafesootai le **Auaunaga o Faamatalaupū ma Faaliliupū ile 13 14 50** (ile tau o telefoni i pitonuu) ma fesili ile Pule o Nofoga Mau Tototgi ete talanoa iai.

Serbian

Уколико Вам је потребан преводилац да бисте разумели информације у овој књижици, молимо назовите **Службу преводилаца и тумача (Translating and Interpreting Service)** на 13 14 50 (по цени локалног позива) и тражите Управу за становање (Residential Tenancies Authority).

Spanish

Si necesita la ayuda de un intérprete para poder comprender la información contenida en este folleto, por favor contacte al **Servicio de Traducción e Interpretación en el número 131450** (por el precio de una llamada local) y solicite que lo comuniquen con la Administración de Inquilinatos Residenciales - "Residential Tenancies Authority".

Thai

หากท่านจำเป็นต้องได้รับความช่วยเหลือในการแปลภาษาเพื่อช่วยท่านเข้าใจข้อมูลในเอกสารคู่มือฉบับนี้ โปรดติดต่อ **Translating and Interpreting Service** (บริการแปลและล่าม) ที่โทรศัพท์หมายเลข 13 14 50 (ค่าโทรฟรีในวงท้องถิ่น) และขอพูดกับ Residential Tenancies Authority

Tigrinya

ኣብዚ ጥራሕ እዚ ዘሎ ኣብሬታ ንምርዳእ ናይ ምስትርጓም ኣብዚ እንድኣር ኣድሊዩኩም፡ ብቼፊሪ ስልኪ 131450 (ብናይ ሃገር ውሽጢ ቁጥ) ናብ ግልጋሎት ምስትርጓምን ምስትርጓምን ደግልኩም ምስ ባዓል ሙኪ ክራይ ሙንበሪ ኣብይቲ ንምርዳሕ ኣተቱ ።

Vietnamese

Nếu quý vị cần giúp đỡ về thông dịch để hiểu được thông tin trong tập sách nhỏ này, xin vui lòng điện thoại **Dịch Vụ Thông Phiên Dịch qua số 13 14 50** (trả phí tiền cước gọi địa phương) và xin nói chuyện với Thẩm Quyền Về Thuê Nhà Ở (Residential Tenancies Authority).

Hearing and Speech Impairment: National Relay Service

If you are deaf, or have a hearing or speech impairment and you use TTY or computer modem, call

13 36 77

Disability Information and Awareness Line (DIAL)

Brisbane 3224 8444
(if you are outside Brisbane) 1800 010 222
TTY 3224 8021
Fax 3239 0355
Email dial@disability.qld.gov.au

Renting a home: a tenant's guide to the rules for renting in Queensland (Form 17a)

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Contents

Icons

Icons are used to help you find important information quickly. Below is a key for the icons used in this booklet.



RTA forms are available from most Australia Post Outlets throughout Queensland.



Key information on a topic.



A handy checklist.



Services providing help or more information are listed on the back of this booklet.



Forms, fact sheets or further information are available by contacting the RTA on 1300 366 311 or by visiting www.rta.qld.gov.au

Disclaimer: This information statement summarises the law, but it is not the *Residential Tenancies Act 1994* (the Act). The Act and your tenancy agreement are the legal documents relating to your tenancy. If there is an inconsistency between this information statement and the Act, the Act prevails.

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Welcome to your new home

Why have I been given this booklet?

If you've been given this booklet, you must be about to rent a new home! This can be a busy time in your life – there's moving, unpacking, and possibly cleaning at your previous home (premises) to be done. When you get some time to relax and enjoy your new home, take the time to **read** the important information in this booklet – and **keep it** in a safe and handy place throughout your tenancy.

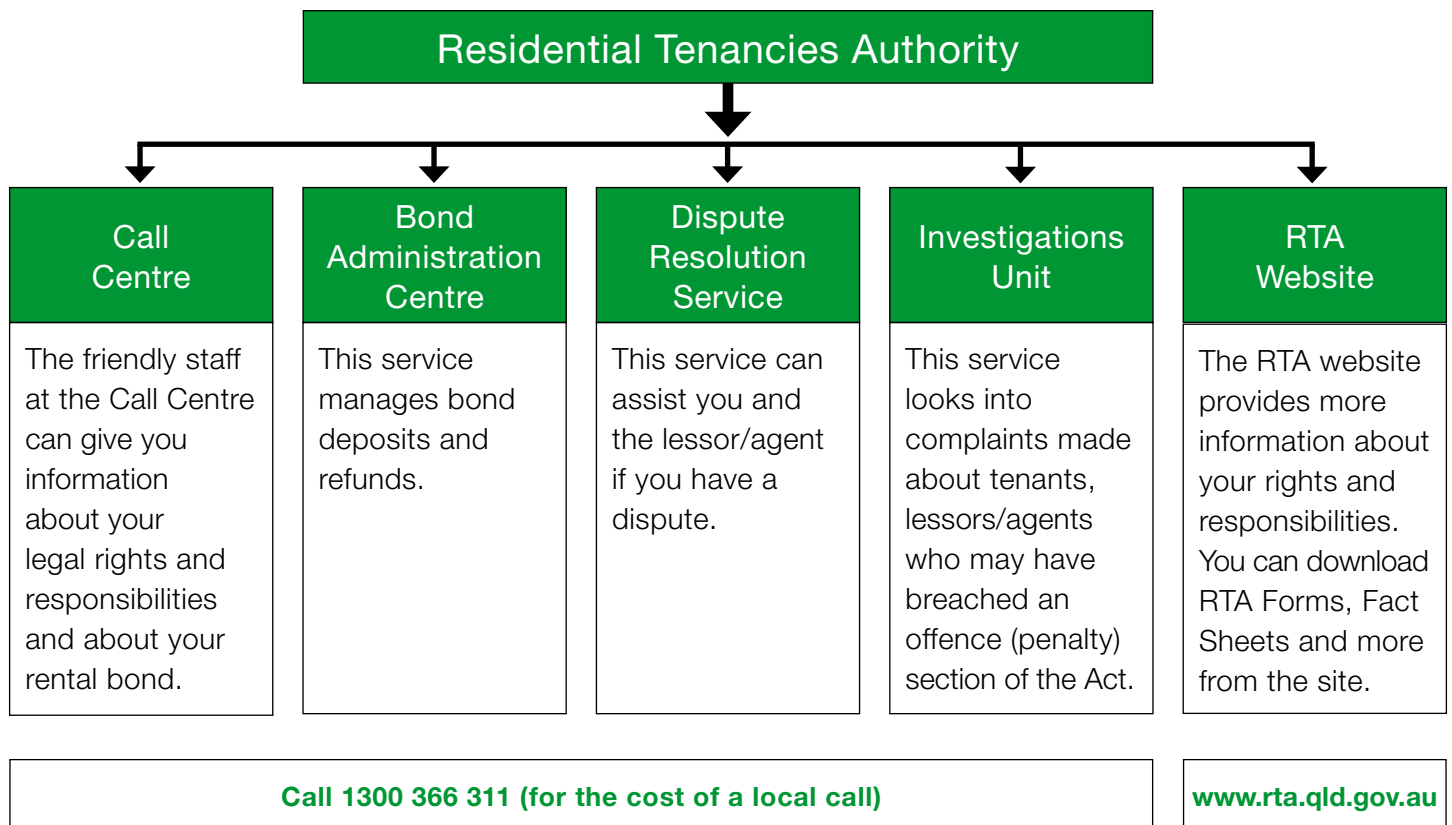
This booklet is a guide to how the law applies to renting. It will help you to understand your legal rights and responsibilities along the way. The laws (rules) for renting in Queensland can be found in the *Residential Tenancies Act 1994* (the Act). **To find out whether you're covered by the Act or not, refer to page 35 'The Residential Tenancies Act 1994'.**

Your most common tenancy questions are answered in this booklet. If you need more information about how the Act applies to your individual tenancy agreement, or if you are unsure whether this Act applies to you, contact the RTA on **1300 366 311** or visit **www.rta.qld.gov.au**

What is the RTA?

The Residential Tenancies Authority (RTA) administers the Act (the rules for renting). The RTA is an independent and impartial government organisation that assists **both** tenants and lessors(landlords)/agents to understand their legal rights and responsibilities as set out by the Act.

What support services does the RTA offer?



Rights and responsibilities

What are my rights and responsibilities when renting?

All tenants and lessors/agents must comply with the law. It is important to understand your rights and responsibilities from the very start of your tenancy.

Your rights as a tenant

The lessor/agent has responsibilities to you. They must ensure:

1. the premises are fit to live in and in a good state of repair
2. the premises comply with any law that deals with health and safety
3. the premises are available for you to move into as agreed to in the tenancy agreement
4. they cover the costs of preparing the tenancy agreement
5. the premises are reasonably secure and that one tenant listed on the tenancy agreement gets a key for each lock, and that all other tenants named on the agreement get the key/s required for entry to the premises
6. they pay all charges, levies, premiums, rates and taxes payable for the premises (this does not include service charges such as electricity/ambulance levy)
7. they do not interfere with your reasonable peace, comfort and privacy
8. they maintain the premises and inclusions in good repair
9. they keep any common area clean (where the premises includes such an area), and
10. they allow you to live in the premises as your home.

The lessor/agent's rights

You have responsibilities to the lessor/agent. You must ensure you:

1. pay the rent on time and in the way outlined in the tenancy agreement (including any charges as outlined in the tenancy agreement)
2. do not use the premises for any illegal purposes
3. do not cause a nuisance or interfere with the reasonable peace, comfort, or privacy of your neighbours
4. keep the premises and inclusions clean
5. do not intentionally, maliciously or negligently damage, or allow someone else to intentionally, maliciously or negligently damage the premises or inclusions
6. notify the lessor/agent of any damage to the premises as soon as you become aware of it
7. abide by the terms of the tenancy agreement and any body corporate by-laws that apply
8. be responsible for your guests' behaviour
9. use the premises mainly for residential purposes unless otherwise agreed, and
10. respect your new home.

You have a right to fair treatment when you are looking for and renting a premises to live. If you feel you may have been discriminated against in connection with accommodation, refer to page 35 'Discrimination' or contact the Anti-Discrimination Commission (for contact details refer to the back of this booklet).

If you have a dispute with the lessor/agent, refer to pages 29–30. 

Forms to be used



Form 18a – *General Tenancy Agreement*

Form 2 – *Bond Lodgement*

Form 1a – *Entry Condition Report*

Download these forms from www.rta.qld.gov.au



Starting a tenancy checklist

When you start a tenancy, you will need to:

- read and sign a written **General Tenancy Agreement (Form 18a)** including the standard terms
- get a signed copy of your tenancy agreement
- get a copy of this booklet (the lessor/agent is required by law to give this to you)
- pay a bond (if required) and complete a **Bond Lodgement (Form 2)**
- pay rent in advance (if required)
- get receipts for any monies you pay**
- get one full set of keys for **one** of the tenants named on the agreement, and entry keys for the other tenants named on the agreement
- receive 2 signed and completed copies of the **Entry Condition Report (Form 1a)** from the lessor/agent
- complete the “tenant” sections of the **Entry Condition Report (Form 1a)**, mark both copies if you disagree, sign both copies and return one copy to the lessor/agent within **3 days** from when you’re allowed to move in, and
- keep copies of all these documents in a safe place – **they are important documents that may help if there is a dispute over your bond.**

What if I want to share with other people?

Before you sign anything!

Sharing a home with other people can make renting a more affordable option. If you are thinking about entering into a share home arrangement it is important to be aware of your legal rights and responsibilities before you sign a tenancy agreement. For example, you have a responsibility to notify the lessor/agent if there are any changes to the occupants in the household.

The Act recognises that people share rented homes and has rules covering a number of legal arrangements. There are many different share home situations including, co-tenancies, subletting, boarding and lodging. The rights and responsibilities of the parties will depend on what legal arrangements apply. You should work this out at the start of the tenancy to avoid disputes. **It doesn’t matter what**

your living arrangements are, if a bond is taken it must be lodged with the RTA in the same way as all other bonds and the relevant forms must be completed.

Fact Sheet

For more information about ‘Share Homes, Co-tenancies, and Subletting’ look at the fact sheet on the RTA website www.rta.qld.gov.au or call the RTA.

If you are a public housing tenant, other conditions may apply to you. Contact the Department of Housing (look under H in the White Pages for your local office).

What's a *General Tenancy Agreement* (Form 18a)?

When you rent a premises, you need a written agreement (even if you are renting from a friend or family member). The tenancy agreement is a legally binding contract between you and the lessor. It's the lessor/agent's responsibility to prepare the agreement and give a copy to you before you move in.

There are 2 types of tenancy agreements:

- **Fixed term agreements** – when you agree to rent the premises for a fixed amount of time (such as for 6 or 12 months or other agreed term), and
- **Periodic agreements** – when you agree to rent the premises for an undefined amount of time (in this case there will be a start date but no specified end date).

What's in the tenancy agreement?

The tenancy agreement must include:

1. the name and address of the tenant (you), and the agent (if there is one) or the lessor
2. the dates for when the agreement starts and ends (or state the agreement is periodic)
3. details about how and when you should pay the rent and how much rent is to be paid
4. the set of 'standard terms' – there are some standard laws (terms) which set out what you and the lessor/agent can and can't do (these pages of terms should be given to you as part of the tenancy agreement – **make sure you read these pages**), and
5. any special terms – if the lessor/agent asks you to abide by any special terms in the agreement these special terms must not conflict with the standard terms or the law.


What if there are special terms in my tenancy agreement?

You and the lessor/agent can negotiate the special terms. Make sure you read and understand the special terms, add the terms you have negotiated for, and sign the agreement if you agree to all the terms. An example of a special term is 'One blue heeler dog (Benny) is approved to be on the premises but is to remain outside at all times'.

What happens after I sign a tenancy agreement?

Once you have read and understood all the terms of the tenancy agreement, you need to sign it, and return it to the lessor/agent within **5 days** of receiving it. After you have signed the agreement, the lessor/agent will sign it and give you a copy. They must give you a copy of the signed agreement within **14 days** of receiving your signed copy.

What if I don't have a tenancy agreement?

If the lessor/agent doesn't give you a written agreement before you move in, or doesn't give you a copy of the agreement after you've signed it, you should ask the lessor/agent to do so. If your request is refused, you still have protection under the law. If you have a dispute about the agreement with the lessor/agent refer to pages 29–30. 



The tenancy agreement is an important document. It's your contract with the lessor/agent.

By signing the tenancy agreement, you make a legal commitment to do what it says in the agreement. Make sure you read the tenancy agreement carefully, that you understand it before you sign it, and keep your copy in a safe place. Contact the relevant service listed on the back of this booklet for help or more information.

What's a rental bond?

Rental bond is money you pay at the beginning of a tenancy which the lessor/agent can claim if you breach the agreement and they suffer any financial losses because of your breach (for example, if you owe money for rent, damages, or other costs at the end of the tenancy). Bond money is not rent and is not the same as paying rent in advance.

It is common to pay a bond when you sign a tenancy agreement. If you are a public housing tenant other conditions may apply to you. Contact the Department of Housing (look under H in the White Pages for your local office).

How much bond can be charged?

If your rent is \$500 a week or less, the **maximum total** bond a lessor/agent can charge is equal to 4 weeks rent. It doesn't matter what the bond/s are called (for example, a 'rental bond', a 'pet bond', a 'key bond' etc), you cannot be charged more than this amount in total for bonds. If the rent is more than \$500 a week, there is no limit on the bond that can be charged (in which case you can negotiate the amount of bond with the lessor/agent).

If you are a sub-tenant the same rental bond conditions apply as for lessors/agents. This means the 'head tenant' is entitled to ask you to pay a bond (based on your weekly rent) for protection from any possible financial losses under the sub-tenancy agreement.



If you are in employee housing, the maximum bond is different.

What happens after I pay the bond?

Claiming your rental bond back? Refer to page 27–28.

When you pay a bond the lessor/agent/head tenant needs to:

- give you a receipt for your bond money as soon as they have received it
- fill in a **Bond Lodgement (Form 2)** – you'll also need to sign this form, and
- send your bond money to the RTA (the lessor/agent/head tenant is required by law to do this within 10 days of receiving it).

The RTA holds the bond in trust while you live in the premises. The RTA will send you a notice (called an 'Official Receipt') to let you know they've received your bond. The receipt has your Rental Bond Number on it. If you contact the RTA about your bond you will need to quote this number.

Make sure you keep this notice in a safe place.

If you do not receive an official receipt within a few weeks, it's a good idea to ring the RTA to check whether they have received your money. A penalty may apply against the lessor/agent/head tenant if they do not lodge your bond with the RTA. **You can write your bond number in the space provided at the back of this booklet.**



It doesn't matter what your living arrangements are, if the person you're renting from takes a bond, it must be lodged with the RTA. Failure to comply with this requirement is an offence. Lessors/agents and head tenants may be prosecuted by the RTA for failing to lodge bonds of tenants, sub-tenants, boarders and/or lodgers.

What if I need help to pay the bond?

If you can't afford the bond, the lessor/agent may let you pay the bond in instalments, or you may be able to get a bond loan from the Department of Housing if you meet their requirements. Talk to the lessor/agent about instalments, or call the Department of Housing about bond loans (look under H in the White Pages for your local office).

Can I transfer a current bond?



Sometimes your previous and new lessor/agent will allow you to transfer your bond to your new premises rather than claiming it back at the end of the tenancy. You will need to negotiate this with them.

Can I be charged rent in advance as well as a bond?

Rent in advance is not part of the rental bond.

Most lessors/agents require tenants to pay their rent in advance. You will normally pay the first lot of rent before you move in. For example, you might be asked to make a pre-payment of 2 weeks rent so you can live in the premises for those next 2 weeks. No matter how much rent you pay in advance, you can't be asked to pay more rent until the rent paid in advance has been used up.

The lessor/agent can't ask you to pay more than 1 month's rent in advance if you have a fixed term agreement, or more than 2 weeks if you have a periodic agreement. However, you can pay more rent in advance if agreed.

Who gets keys to the premises?

If there is more than one tenant named on the tenancy agreement then the lessor/agent must supply **at least one** of the tenants with a key and/or device (like a swipe card) that opens **every** lock to the premises. For example, one of the tenants must be provided with a key (or remote control) for the garage door, a key for all lockable doors/cupboards, a key for the mailbox, etc.

Each of the **other** tenants named on the tenancy agreement must receive a key so they are able to enter the premises. For example a key for each lock that:

- secures an entry to the premises (for example, the front/back door), and
- secures a road or other place that is normally used to gain access to the premises (for example, security gates).

What's an Entry Condition Report (Form 1a)?

This is an important document which helps if there is a dispute over your bond. It can be compared with the *Exit Condition Report* (Form 14a) – refer to pages 25–26.

When you move in, the lessor/agent needs to complete the lessor/agent sections, sign and give you two copies of the *Entry Condition Report* (Form 1a). This document is a record of the condition of the premises at the start of your tenancy.

The lessor/agent must give you the copies of this report either when they give you the tenancy agreement for signing or on the day the premises is available for you to move in.

When should I complete the Entry Condition Report (Form 1a)?

It's best if you complete your part of the report **before the day you move in** so you can record the true condition of the premises at the start of the tenancy (before you have lived there). However, you have **3 days** after the day you're allowed to move in to complete the report.

What do I need to include in the Entry Condition Report (Form 1a)?

On the form, the lessor/agent will indicate whether items are clean, undamaged, and working. It's up to you to examine the premises thoroughly. If you agree with the lessor/agent's comments, sign the forms. However, you don't have to agree and you can add clear comments in the 'tenant' column before you sign it. If the lessor/agent says they will replace or repair something, ask for it to be written into the tenancy agreement or onto the *Entry Condition Report* (Form 1a). If there's not enough room on the form, attach extra pages (sign and date them and note on the form the number of pages attached). You can also take photographs or a video of things if you need to.

What do I do when I've finished filling in the Entry Condition Report (Form 1a)?

Return one of the completed and signed copies of the report to the lessor/agent **within 3 days** after the day you're allowed to move in. Keep the other copy in a safe place for your own records.



The *Entry Condition Report* (Form 1a) is an important document which helps if there is a dispute over your bond.

It's proof of the condition of the premises before you started living there and will be compared with the *Exit Condition Report* (Form 14a) – ('fair wear and tear' excepted). Take care to complete it thoroughly and carefully within 3 days after the day you're allowed to move in. Take photographs or a video of things if you need to. Keep your signed copy in a safe place.

What are my rights and responsibilities during the tenancy?

All tenants and lessors/agents are bound to comply with the law. Both you and the lessor/agent have rights and responsibilities **during** the tenancy. For a list of the rights and responsibilities of both parties refer to the table on page 5 of this booklet. This section will help you to understand some of **your** important rights and responsibilities during the tenancy.



Ongoing costs checklist

While you're renting, the main costs you need to budget for include:

- rent payments (these are regular on-going payments, usually weekly or fortnightly)
- services connected to the premises like gas, electricity and telephone (apart from regular payments, there may be one-off connection fees and security deposits to pay for)
- other costs written into your tenancy agreement (for example, refer to page 11 'Can I be charged for water?' and 'What if I'm sharing an electricity or gas meter and there's only one bill?'), and
- any repairs to the premises you may be liable for, for example, if you accidentally break a window.

Who pays for insurance?

The lessor must pay for the rates and is responsible for insurance for the premises (that is, insurance for the building, but not for your belongings).

If you want protection for your belongings you will need to take out "contents insurance" (a once a year or month-by-month payment to cover the cost of your belongings if they're stolen or damaged).

How do I pay the rent?

At the start of the tenancy you and the lessor/agent should have discussed how you would pay your rent (this information should be documented in your tenancy agreement). You must pay your rent in the way stated in the tenancy agreement. If your tenancy agreement does not include this information then you must pay your rent in one of the approved ways (listed in the table to the right).

Late paying your rent? Refer to page 17 'What if I don't pay my rent on time and I get a Notice to Remedy Breach (Form 11)?'

Responsibilities for paying the rent	Examples
How the rent will be paid	You <u>must</u> pay your rent as stated in the tenancy agreement. If your tenancy agreement doesn't include that information there are approved ways you can pay the rent including: <ul style="list-style-type: none"> • cash • cheque • deposit to a financial institution account nominated by lessor • credit card • EFTPOS • deduction from your pay or pension, or • in any way that you and the lessor/agent agree to.
Where the rent will be paid	Your tenancy agreement might give you the options to pay the rent by cheque at the agent's office or direct deposit into a nominated bank account.
How often the rent will be paid	Your tenancy agreement might say you have to pay rent every second Friday.



You and the lessor/agent should agree on how, when and how often the rent will be paid. This information should be included in your tenancy agreement. Once you have an agreement about how to pay rent, it cannot be changed for the duration of the tenancy agreement unless both you and the lessor/agent agree to the change in writing.

What if I pay my rent electronically?

If your agreement is to pay your rent electronically (for example, direct deposit) make sure you pay the rent as stated in the tenancy agreement. For example, if the tenancy agreement says 'rent to be paid every second Saturday', your payment must be made on that day to meet the terms of the agreement (you may need to allow for processing time). You should be clear about this with the lessor/agent at the start of the tenancy. If you're paying your rent by direct debit, always make sure you have sufficient funds available, otherwise you could end up in rent arrears and you might have to pay bank charges/fees.

Should I be getting rent receipts?

Rent receipts are your proof you've paid the rent – keep them in a safe place. The lessor/agent **must** give you a receipt if:

- you pay your rent in cash, or
- if you pay by cheque and you ask for a receipt.

If you pay rent some other way (like direct deposit from your bank account), you won't normally get a receipt for the money (but the transaction will appear on your bank statements).

The lessor/agent must keep a record of the rent you pay, and you can ask for a copy of the rent record at any time. If you ask for a copy of your rent record, the lessor/agent must give it to you within **7 days**.

Can I be charged for water?

The lessor/agent can only ask you to pay for water if the premises has an individual water meter and you have used more than a 'reasonable' amount of water. The law requires the lessor to pay for a reasonable amount of water. When you move in, you and the

lessor/agent should agree what 'reasonable' water use means. **Include this agreed amount as a 'special term' in the tenancy agreement** – then you can only be charged for extra water used above the agreed amount. You should record the water meter reading on the **Entry Condition Report (Form 1a)** at the start of the tenancy.

What is a 'reasonable' amount of water?

There are many factors in people's accommodation which affect their use of water. Some of the factors that affect water use are:

- location (city/country region)
- the number of occupants living in the premises (single occupant/large family)
- local government (council) charges
- size of the block or yard (townhouse block/regional premises)
- tenant's obligations for gardens, and
- water consuming facilities in the premises (pools).

Because of these varying factors, there is no standard calculation that can be used to cover every circumstance. It may be helpful to contact your local government (council) for guidelines about water charging in your local area. If you and the lessor/agent disagree about water charges, refer to pages 29–30.

Fact Sheet

For more information about 'Water Charging' look at the fact sheet on the RTA website www.rta.qld.gov.au or call the RTA.

What if I'm sharing an electricity or gas meter and there's only one bill?

If you rent a unit or flat, sometimes there is only one meter recording the entire building's use of a service (such as electricity), instead of everyone having their own meter. If this is the case, the supply company will probably only send out one bill for the entire building's use of that service. If this happens, your tenancy agreement must show how your share of the bill will be worked out. However, this doesn't apply to water charges where the premises **must** be individually metered before costs can be passed on to you.

Can my rent be increased?

Sometimes the lessor/agent will seek to increase your rent. The rules for rent increases will be different depending on what type of agreement you have.

If you are a public housing tenant other conditions will apply to you. Contact the Department of Housing (look under H in the White Pages for your local office).

Rent increases	
During fixed term agreements	During periodic agreements
<p>The rent can't be increased unless a 'special term' in your tenancy agreement states the rent can be increased and the amount of the increase or how the increase is to be worked out.</p> <p>If your fixed term agreement allows for rent increases, the lessor/agent must give you at least 1 months notice in writing before increasing the rent.</p>	<p>The rent can be increased at any time during a periodic agreement.</p> <p>If the rent is being increased during a periodic agreement, the lessor/agent must give you at least 2 months notice in writing. The written notice might be a letter saying when the rent increase will start and how much the rent will increase by.</p>

If my rent increases, will my bond increase too?


If the rent goes up, the lessor/agent might also ask you to pay more rental bond. Any extra bond **must** be lodged with the RTA using a **Part Payment of Rental Bond (Form 7)**.

Bond increases	
During fixed term agreements	During periodic agreements
<p>You can only be given a notice of bond increase if it is at least 11 months since your agreement commenced, or since the last bond increase on the same agreement.</p> <p>The lessor/agent must give you at least 1 months notice in writing about the bond increase.</p>	<p>You can only be given a notice of bond increase during a periodic agreement if it is at least 11 months since your agreement commenced, or since the last bond increase.</p> <p>The lessor/agent must give you at least 1 months notice in writing about the bond increase.</p>

Want to know the maximum bond you can be charged? For more information on rental bonds see page 8 'How much bond can be charged?'

What if I think a rent increase is excessive?

Want to know the median weekly rents in your local area? Visit www.rta.qld.gov.au

If you think a rent increase is excessive, you may wish to dispute it. It's a good idea to contact the lessor/agent directly to try to negotiate about the rent increase. 

If you and the lessor/agent can't come to an agreement yourselves you can contact the RTA for help with a dispute resolution. You may be able to apply to the Small Claims Tribunal (the Tribunal) for an order, if dispute resolution hasn't been successful. You must lodge a **Dispute Resolution Request (Form 16)** about a rent increase within 30 days after you receive a notice of the increase. For information about the RTA's Dispute Resolution Service refer to pages 29–30 or contact the RTA.

In deciding the application, the Tribunal may consider the following:

- the range of market rents usually charged for comparable premises
- the proposed increased rent compared to the current rent, and
- anything else the Tribunal considers relevant.

Can my rent (and bond) be increased when my fixed term agreement ends?

At the end of a fixed term agreement you and the lessor/agent need to decide whether you will move out, stay on under a new fixed term agreement or stay on under a periodic agreement. For information about ending a fixed term agreement, notice periods for ending agreements and when an agreement becomes a periodic agreement refer to the Ending a Tenancy section on pages 21–26. At the end of a fixed term agreement, the lessor/agent may offer you a new fixed term agreement with a higher rent. If this happens you can:

- accept the increased amount of rent and sign the new agreement
- choose not to accept the new agreement and give the lessor/agent a **Notice of Intention to Leave (Form 13)**, or
- take no further action, in which case the lessor/agent has some options (see below).

If you choose not to accept the new agreement or if you take no further action the lessor/agent can:

- give you a **Notice to Leave (Form 12)**, or
- take no further action, in which case your agreement will become periodic (and the rent would remain at the fixed term rate).

For information about rent increases under periodic agreements see page 12 ‘Can my rent be increased?’

It is also possible the amount of bond may increase on the new agreement. Any extra bond **must** be lodged with the RTA using a **Part Payment of Rental Bond (Form 7)**.

Is it possible to get a rent discount or decrease?

There may be situations where you can negotiate with the lessor/agent for a rent discount or decrease. For example, you might be able to negotiate a rent decrease if a part of your home is destroyed or becomes unfit to live in. Or the lessor/agent might offer you a rent discount if you pay the rent as agreed and on time, or before the due date. However, you cannot be charged a fee if your rent is late.

Fact Sheet

For more information about ‘Rent Payments and Holding Deposits’, look at the fact sheet on the RTA website www.rta.qld.gov.au or call the RTA.



If there is a dispute about the rent, you must continue to pay the rent stated on the tenancy agreement until the dispute is resolved. If you and the lessor/agent agree to a rent discount or decrease it’s a good idea to get it in writing to avoid a dispute about this later on. If you have a dispute about a rent increase refer to page 12 ‘What if I think a rent increase is excessive?’.

Who’s responsible for looking after the premises?

During the tenancy, you and the lessor/agent have **shared responsibilities** in ensuring that, as far as possible, the premises remain in the same condition as at the start of the tenancy (‘fair wear and tear’ excepted). For example, you are responsible for keeping the premises and inclusions clean and you must meet the costs of **damage** to the premises that you and/or your guests are responsible for (that is, damage done maliciously, purposely or negligently). The lessor/agent is responsible for ensuring the premises are fit to live in and in good state of repair and they must meet the costs of **maintaining** the premises and inclusions in good condition (including damage caused by ‘fair wear and tear’). For a list of the rights and responsibilities of both parties refer to the table on page 5 of this booklet.


For example, if a window breaks because a ball you and your children are playing with goes through it, you’re responsible and you may have to pay. But if a window breaks because the hinges are old and the window falls out, that may be ‘fair wear and tear’ and the lessor/agent may have to pay.



You must tell the lessor/agent about the need for repairs as soon as you become aware of it. If you ask the lessor/agent to repair something, they must arrange for the repairs to be carried out within a reasonable time. If the lessor/agent doesn’t carry out the repairs, this may be a breach of their agreement with you. If this is the case there are steps you must follow (refer to page 16 ‘What can I do if the lessor/agent breaches the agreement?’).

When can the lessor/agent visit my premises?

The lessor/agent must take reasonable steps to ensure your privacy. They should only enter the premises in accordance with the law. In most cases, the lessor/agent must give you notice in writing before visiting, using the **Entry Notice (Form 9)**. The laws for entry notice periods are listed below.

If you have concerns about the entry time, it's best to contact the lessor/agent immediately to discuss the matter. You and the lessor/agent should try to negotiate other suitable entry times. If they give you the right amount of notice and they come at a reasonable time, entry can still occur. However, if the lessor/agent doesn't give you the correct notice or doesn't have a valid reason for entering, they may be breaking their agreement with you. Failure to comply with these requirements is also an offence and you can make a complaint to the RTA if you believe the entry to your premises was illegal. For disputes about entry refer to pages 29–30. 

Fact Sheet

For more information about 'Entry and Privacy,' look at the fact sheet on the RTA website www.rta.qld.gov.au or call the RTA.


Lawful reason for entry	Minimum notice
To inspect the premises (including follow up inspections)	7 days (a maximum of one routine inspection every 3 months).
To carry out repairs or maintenance to the premises (this includes installation and maintenance of electrical safety switches and smoke alarms)	24 hours . Entry can occur without notice if the premises are located in a remote area and there is a shortage of tradespeople.
To show the premises to a prospective purchaser	24 hours notice and a reasonable time has elapsed since the last entry for this reason (refer to page 18 'What if the lessor wants to sell the premises?' for forms required).
To show the premises to a prospective tenant	24 hours notice and a reasonable time has elapsed since the last entry for this reason. You must also have given a Notice of Intention to Leave (Form 13) or have received a Notice to Leave (Form 12) from the lessor/agent.
To allow a valuation of the premises	24 hours .
If the lessor/agent reasonably believes the premises have been abandoned	24 hours .
If the tenant and lessor/agent both agree that the lessor/agent can enter	At the agreed time.
In an emergency	No notice required.
If the lessor/agent reasonably believes that entry is needed to protect the premises from damage that is about to happen	No notice required.
By order of the Tribunal	As specified in the order.

Are there rules about electrical safety switches?

From 1 March 2006 owners of domestic rental accommodation are required to arrange for a licensed electrical contractor to install safety switches in their premises within **6 months** of a new lease commencing. For tenancies which commenced before 1 March 2006 electrical safety switches must be installed no later than February 2008.

Can I add fixtures and do other work to the premises?

You can only install fixtures and fittings to the premises (like picture hooks) with **written permission** from the lessor/agent. The written permission should outline what changes are approved and any terms to the agreement (like whether you can remove the fixture when you leave). If you want to remove any fittings you've added, you can only do so if you repair any damage caused by the removal of these fittings.

The lessor/agent cannot unreasonably withhold their agreement if you ask to add a fixture to the premises. If you think they are being unreasonable about fixtures, refer to pages 29–30. 

What's the difference between an emergency repair and a routine repair?

The law lists a variety of situations that are considered emergency repairs including:

- a burst water service
- a blocked or broken lavatory system
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm, fire or impact damage
- a failure or breakdown of the gas, electricity or water supply to the premises
- a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating, and
- a fault/damage that is likely to cause injury, undue inconvenience or which makes the premises unsafe or insecure (for example broken stairs).

If your situation is not listed as an **emergency repair** it is considered a **routine repair**.


What do I do in an emergency?

When the lessor/agent prepares your tenancy agreement, they should include information about what you should do in an emergency. The tenancy agreement may tell you to contact the lessor/agent first, how to contact them after hours or in an emergency, and may give you the contact details of nominated repairers for problems to be fixed (for example an electrician and a plumber). **You can write the lessor/agent's emergency contact details in the space provided at the back of this booklet.**

What if I can't get in touch with the emergency contact person?

If there's an emergency and neither the lessor/agent nor the nominated repairer can be contacted, you can arrange for a suitably qualified person to carry out the repairs, to a maximum value of 2 weeks rent. You can either pay the repairer and get the lessor/agent to give you the money back, or you can ask the repairer to bill the lessor/agent.

What if I paid for the emergency repairs myself?

If you arrange for emergency repairs, the lessor/agent must pay you back, or pay the bill, **within 7 days**. You will need to give the lessor/agent a copy of the invoice or receipt, plus a short letter stating what happened and how much they need to pay. If the lessor/agent doesn't pay the money within **7 days**, you can make an urgent application to the Tribunal for an order. For information about making an application to the Tribunal contact the RTA for a copy of the booklet *Handling tenancy disputes in the Small Claims Tribunal*. 

The lessor/agent can also apply to the Tribunal if they think they should not have to pay for the emergency repairs.

Forms to be used



- Form 11 – *Notice to Remedy Breach*
- Form 13 – *Notice of Intention to Leave*

Download these forms from www.rta.qld.gov.au

What can I do if the lessor/agent breaches the agreement?


If the lessor/agent breaches the tenancy agreement in some way (such as by failing to maintain the premises in good repair), you can issue them with a **Notice to Remedy Breach (Form 11)**. On the notice, explain how the lessor/agent has breached the agreement.

The lessor/agent then has at least **7 days** to remedy the breach (fix the problem).

What if the lessor/agent doesn't fix the problem in the allowed time?

If the lessor/agent doesn't fix the problem within **7 days** (and the problem is a breach of the agreement), you can:

- apply for dispute resolution through the RTA (see pages 29–30) and if this is unsuccessful, you can apply to the Tribunal for an order about the breach (for example, to have the work done), or
- give the lessor/agent a **Notice of Intention to Leave (Form 13)** giving **7 days notice** that you will end the agreement (if you decide to do this see below for more information).

If you give a **Notice of Intention to Leave (Form 13)** for an unremedied breach you must continue to pay rent until the date specified on the form (handover day). **If you are on a fixed term agreement, you may also still be responsible for paying the rent up to the end of the agreement and/or for re-letting costs.** For example, if the lessor/agent was waiting on the availability of tradespeople or spare parts, you vacated the premises using this process, and they decided to make a claim on your bond for re-letting fees, you may have to demonstrate that you encountered difficulties or hardship due to an inappropriate response from the lessor/agent. 

If the lessor/agent fixes the problem after you've given a **Notice of Intention to Leave (Form 13)** but before handover day, you can either end the tenancy or choose to withdraw your **Notice of Intention to Leave (Form 13)**. If you decide to withdraw your intention to leave, you need to write to the lessor/agent before handover day. You can then continue with the tenancy agreement if the lessor/agent agrees in writing.


If the lessor/agent doesn't fix the problem within **7 days** of receiving the **Notice to Remedy Breach (Form 11)**, you may be entitled to some compensation. The Tribunal would decide this.



If you've requested or paid for maintenance to be done on the premises, you should not take the matter into your own hands by paying less rent or no rent as a way to get the work done or as a way to get your money back. If you do this, you are breaching the agreement and you could be given a Notice to Leave (Form 12).

If the lessor/agent breaches the agreement in the same way more than twice in a 2 year period, and you give the lessor/agent a **Notice to Remedy Breach (Form 11)** each time, and they remedy the breach each time within the remedy period – then if they breach the agreement in the same way for a third (or more) time, you can apply directly to the Tribunal to end the tenancy.


What if I enforce my rights and the lessor/agent responds by ending my tenancy?

If the lessor/agent gives you a **Notice to Leave (Form 12)** without grounds, which you believe is given to you because you asked the lessor/agent to carry out repairs or because you enforced your rights in some other way, you can make an urgent application directly to the Tribunal to have the notice put on hold waiting for a referee's decision. You must apply to the Tribunal within **4 weeks** of getting the **Notice to Leave (Form 12)**. For information about making an application to the Tribunal contact the RTA for a copy of the booklet *Handling tenancy disputes in the Small Claims Tribunal*. 

What if I've breached the agreement?

If you breach the agreement in some way, the lessor/agent can give you a **Notice to Remedy Breach (Form 11)**. On the form, the lessor/agent will explain how you have breached the agreement. You then have a minimum of **7 days** to fix the problem.


What if I don't pay my rent on time and I get a Notice to Remedy Breach (Form 11)?

Once you are more than **7 days** behind in the rent, you have breached your tenancy agreement and the lessor/agent can give you a **Notice to Remedy Breach (Form 11)**. You then have **7 days** to pay whatever is owing. If you pay your rent (or fix the problem) within the **7 days**, your tenancy agreement will continue. If you are having difficulty paying the rent, you should contact the lessor/agent directly and work out a repayment plan. 

If, however, you don't fix the problem within the time allowed, the lessor/agent can:

- give you a **Notice to Leave (Form 12)**, which gives you a minimum of **7 days notice** to leave for unremedied rent arrears and **14 days notice** to leave for unremedied general breaches of your agreement, or
- apply to the RTA's Dispute Resolution Service for help to solve the problems.

What if I don't agree with the lessor/agent about a Notice to Remedy Breach (Form 11)?

If the lessor/agent gives you a **Notice to Remedy Breach (Form 11)** claiming you have breached the tenancy agreement in some way, and you don't agree, you have a right to challenge the breach notice. For a dispute about a **Notice to Remedy Breach (Form 11)** refer to pages 29–30. 

What are my options after being given a Notice to Leave (Form 12)?

If you have been issued a **Notice to Leave (Form 12)** for an unremedied breach, you must:


- move out by the handover date specified on the form (you must be given a minimum of **7 days notice** for unremedied rent arrears and **14 days notice** for unremedied general breaches of your agreement), or
- you can pay the rent or fix the problem and **ask** if you can stay.

If you pay all the rent (or fix the problem), after you've received a **Notice to Leave (Form 12)**, you can ask the lessor/agent if you can stay. You should do this in writing, explaining how you have fixed the problem and that you would like to continue living there. **The lessor/agent does not have to agree to let you stay, but may agree to do so. If the lessor/agent agrees to let you stay, make sure you get their agreement in writing.**

What if I don't leave after being given a *Notice to Leave* (Form 12)?

If you don't move out by the handover day, the lessor/agent can apply directly to the Tribunal for a *Termination Order* and a *Warrant of Possession*. The lessor/agent must apply to the Tribunal within **14 days**.

The lessor/agent cannot use force to make you leave the premises and the lessor/agent cannot enter the premises to recover possession of it without a *Warrant of Possession*.

If the lessor/agent applies to the Tribunal, you will be notified about the hearing (the time and date). You have a right to attend this hearing, to explain your situation and to present any evidence you have. For information about the Tribunal contact the RTA for a copy of the booklet *Handling tenancy disputes in the Small Claims Tribunal*. 

If the Tribunal decides the case in the lessor/agent's favour, it will make a *Termination Order* in favour of the lessor/agent and will issue a *Warrant of Possession*. The warrant authorises a police officer or stated authorised person to enter the premises and make you leave.

What if I breach the agreement more than twice?

If you breach the agreement, the lessor/agent can give you a ***Notice to Remedy Breach* (Form 11)** giving you **7 days** to fix the problem. If you fix the problem within the time allowed, the tenancy agreement will continue. But if you breach the agreement in the same way **more than twice** in a 2 year period, on the third (or more) time the lessor/agent can apply directly to the Tribunal to end the tenancy.

The lessor/agent is not obliged to apply to the Tribunal, and the tenancy agreement could continue if you and the lessor/agent agree.




If you breach the tenancy agreement and are given a *Notice to Leave* (Form 12), you may still be responsible for paying the rent until another tenant can be found to occupy the premises or until the tenancy ends. The Tribunal might also make an order for you to pay compensation.

What if the lessor wants to sell the premises?

If the lessor decides to sell the premises and they want to enter to show the premises to a prospective purchaser, they must inform you in writing using:

- the ***Notice of Lessor's Intention to Sell Premises* (Form 10)**, and
- the ***Entry Notice* (Form 9)**.

The lessor/agent must give you a ***Notice of Lessor's Intention to Sell Premises* (Form 10)** which should include details of how the lessor is planning to sell the premises. If you have concerns about the lessor/agent's sales strategy, it is best to contact the lessor/agent immediately to discuss the matter. You and the lessor/agent should try to negotiate about the sales plan. For disputes about the sale of the premises refer to pages 29–30. 

The lessor/agent must give you an ***Entry Notice* (Form 9)** with at least **24 hours notice before each entry**. If the selling agent is different from the agent who manages your tenancy, the selling agent must also give your agent a copy of each ***Entry Notice* (Form 9)** before entering the premises to show it to a prospective buyer.

If you're on a fixed term agreement, the lessor/agent cannot make you leave because they have decided to sell. You can stay until the end of your agreement and the new owner will become the lessor. The new lessor/agent cannot change the terms of your fixed term agreement unless you agree to the changes. You may need to pay rent to your new lessor or their agent – you will need to be notified of this in writing.

If you're on a periodic tenancy, and the contract for sale states that the purchaser requires the premises to be vacant, the lessor/agent may issue you a ***Notice to Leave* (Form 12)**. You must be given at least **4 weeks notice** after the signing of the contract for sale.

Who is responsible for smoke alarms?

From 1 July 2007, both you and your lessor have responsibilities for smoke alarms in your rental property. New smoke alarm laws, passed by Parliament in November 2006, are set out in the amendments to the *Fire and Rescue Service Act 1990*. They include obligations for tenants and lessors in relation to:

- installation of smoke alarms
- responsibility for testing and cleaning
- responsibility for replacing batteries.

Please refer to the table overleaf for an easy reference guide for all obligations about smoke alarms.

The *Residential Tenancies Act 1994* has also been amended to allow grounds for entry to the rental premises by the lessor to install and maintain smoke alarms. These amendments fall under entry provisions (s109 of the *Residential Tenancies Act 1994*) allowing lessors to give a 24 hour entry notice for the purposes of entry to comply with the *Fire and Rescue Service Act 1990* in relation to smoke alarms. The new rules about entry take effect from 1 July 2007.

For more information about the obligations for the installation and maintenance of smoke alarms in rental premises visit the **Queensland Fire and Rescue Service website www.fire.qld.gov.au or call their Information Hotline on 1300 369 003.**

It is important to remember that the lessor cannot ask you to take on their obligations (act on their behalf) as outlined in the easy reference table. i.e. change batteries at the start of the tenancy.



For information on how to test and clean smoke alarms in your home, read the manufacturer's instructions which should be provided to you by your lessor. The most common way to test a smoke alarm is by pressing the test button; however the instructions must be followed when you maintain the alarms during your tenancy.

Fact Sheet

For more information about 'Smoke Alarms' look at the fact sheet on the RTA website www.rta.qld.gov.au or call the RTA.

Easy Reference Table for Tenants and Lessors

Your obligations for smoke alarms	During the tenancy	Your lessor's obligations for smoke alarms	Start of the tenancy	During the tenancy
		Installing alarms (Penalty applies)*	Smoke alarms complying with Australian Standards must be fitted in all rental properties by 1 July 2007 and in accordance with the Building Code of Australia unless location is unsuitable.	Lessors must give tenants 24 hours notice for entry to install smoke alarms.
Testing alarms (Penalties apply)*	At least once every 12 months and according to manufacturer's instructions. (For tenancies 12 months or longer)	Testing alarms (Penalties apply)*	Within 30 days before the start or renewal of the tenancy and according to manufacturer's instructions.	
Replacing batteries in alarms (Penalties apply)*	When batteries are flat or nearly flat.	Replacing batteries in alarms (Penalties apply)*	Within 30 days before the start or renewal of the tenancy if batteries are flat or nearly flat.	
Cleaning alarms (Penalties apply)*	At least once every 12 months. (For tenancies 12 months or longer)	Cleaning alarms (Penalties apply)*	Within 30 days before the start or renewal of the tenancy and as specified by manufacturer's instructions.	
Advising lessor of any failing smoke alarms (Penalties apply)*	As soon as possible when an alarm fails or is about to fail and/or needs replacing for a reason other than batteries failing.	Replacing failing smoke alarms (Penalties apply)*	Smoke alarms must be replaced before the end of their serviceable life.	Smoke alarms must be replaced before the end of their serviceable life. Lessors must give tenants 24 hours notice for entry for the purposes of maintaining smoke alarms.
NOT interfering with smoke alarms (Penalties apply)*	At NO time can a tenant remove or relocate the smoke alarm or do anything to interfere with the alarm's warning sound. At NO time can the tenant remove the batteries unless replacing them.	NOT interfering with smoke alarms (Penalties apply)*	At NO time can the lessor remove or relocate the smoke alarm unless it is being replaced or maintained. At NO time can the lessor do anything to interfere with the alarm's warning sound. At NO time can the lessor remove the batteries unless they are replacing them.	At NO time can the lessor remove or relocate the smoke alarm unless it is being replaced or maintained. At NO time can the lessor do anything to interfere with the alarm's warning sound. At NO time can the lessor remove the batteries.

* Penalties apply to both lessors and tenants under amendments to the *Fire and Rescue Service Act 1990*. For further information, the RTA strongly advises you to contact the Queensland Fire and Rescue Service by telephone on 1300 369 003 or visit their website at www.fire.qld.gov.au.

Forms to be used



Form 13 – *Notice of Intention to Leave*

Form 14a – *Exit Condition Report*

Form 4 – *Refund of Rental Bond*

Download these forms from www.rta.qld.gov.au



Ending a tenancy checklist

When you're preparing to move out, you will need to:

- make sure you have received a **Notice to Leave (Form 12)** or that you have given the lessor/agent a **Notice of Intention to Leave (Form 13)** (make sure you use the right form and give the right amount of notice based on how the tenancy is ending)
- continue to pay rent until the date shown on the **Notice to Leave (Form 12)** or the **Notice of Intention to Leave (Form 13)** (handover day) – if you leave in the middle of a rent period, you may have to make a final rent payment covering the days until the handover date on the form
- organise moving all your things out
- clean the premises (the premises should be in the same condition as when you moved in – 'fair wear and tear' excepted)
- check the special terms in your tenancy agreement (contact the relevant service listed on the back of this booklet for more information if you have concerns about a special term)
- complete 2 copies of the **Exit Condition Report (Form 14a)** (it's up to you to complete this form – and **it will help you if there is a dispute over your bond**)
- take photos or a video of the premises if you want to
- if possible, arrange a time with the lessor/agent to do a joint final inspection of the premises (to go over the **Exit Condition Report (Form 14a)**)
- give the copies of the **Exit Condition Report (Form 14a)** to the lessor/agent and get a signed copy of the report for your records
- arrange a time to return all the keys you were provided with at the start of the tenancy
- make sure you give your forwarding address to the lessor/agent and to the RTA so you can be contacted about your bond if necessary
- arrange to cancel any services you have connected to the premises (for example electricity, gas, telephone, etc)
- arrange with the lessor/agent for the **Refund of Rental Bond (Form 4)** to be completed and signed, and
- keep all of your documents in a safe, handy place – **they are important documents that may help if there is a dispute over your bond.**

How does a tenancy end?

There are a number of ways a tenancy can end. Sometimes **you** will end the agreement and sometimes the **lessor/agent** will end the agreement. However, the tenancy must be ended legally, that is, in one of the ways set out in the 'standard terms' in your tenancy agreement. It is important to understand your rights and responsibilities at the end of the tenancy.

What if I need to break my fixed term agreement (leave early)?

If you decide to leave **during** a fixed term agreement, you should contact the lessor/agent immediately to discuss the matter because there may be costs involved. You must also give the lessor/agent a **Notice of Intention to Leave (Form 13)**. You may be able to leave your fixed term agreement early if:

- you and the lessor/agent agree to end the agreement (you should get the lessor/agent's agreement in writing), or
- your circumstances allow for you to apply to the Tribunal for an order to end your agreement (refer to page 23 'Are there other circumstances that might end the agreement?').

If you give the lessor/agent a **Notice of Intention to Leave (Form 13)** during a fixed term agreement, you are still legally responsible for the tenancy. You may be liable for the rent until the end date on your fixed term agreement and for other costs.

Will there be costs involved if I break the fixed term agreement?

The lessor/agent can require you to pay for the reasonable costs they incur if you break the tenancy agreement. For example, costs for re-letting the premises which might include:

- compensation for lost rent
- the cost of advertising for new tenants, and/or
- costs incurred by the lessor – such as if the lessor has to pay a letting fee to an agent.

If you have a dispute about these costs, refer to pages 29–30. 



A tenancy agreement is a legally binding document. When you signed the agreement, you agreed to be responsible for paying the rent until the end date on the tenancy agreement. If you break the tenancy agreement (for example, if you decide to leave during a fixed term agreement or if the lessor/agent asks you to leave because you have breached the agreement), you may still be legally responsible for paying the rent until another tenant can be found to occupy the premises or until the tenancy ends and you may be liable for other costs.

What are my options at the end of the fixed term agreement?

Before the end of a fixed term agreement (the earlier the better), you and the lessor/agent need to decide whether you will:

- move out
- stay on under a new fixed term agreement, or
- stay on under a periodic agreement.



If the end date of a fixed term agreement goes by without any contact between the lessor/agent and you, the agreement simply continues as a periodic agreement. You cannot just move out at the end of a fixed term agreement without letting the lessor/agent know.

What if I'm leaving (or being asked to leave) after the fixed term agreement?

Neither you nor the lessor/agent need a reason for you to move out at the end of a fixed term agreement (this is called a termination 'without grounds'). You do, however, need to give the right amount of notice (**14 days**) on the correct form. For information about ending a fixed term agreement, refer to page 24 'What's the correct amount of notice at the end of the tenancy?'

What if I'm staying on under a new fixed term agreement?

If you stay on under a new fixed term agreement, the lessor/agent will need to prepare a written agreement. If there are no changes other than the new end date, this can be done by both parties signing a letter or statement which sets the new date. Alternatively, if there is to be a change to any of the terms of the agreement (other than the end date), then the lessor/agent will need to prepare a new written tenancy agreement which must be signed by all parties. The lessor/agent might decide to increase the rent but they must give you the new agreement to sign before the current agreement ends.

When does an agreement become a periodic agreement?


If you stay past the end of the fixed term agreement without a new fixed term agreement being signed, your agreement becomes a periodic agreement. Because you continue to pay rent, and the lessor/agent accepts the rent, the tenancy agreement continues (with no specified end date). The main difference with moving to a periodic agreement is that it is easier to change some terms of the agreement and it is easier to end the tenancy. For information about ending a periodic agreement, refer to page 24 'What's the correct amount of notice at the end of the tenancy?'


Are there other circumstances that might end the agreement?

In certain circumstances, the law allows either the lessor/agent or the tenant to apply directly to the Tribunal for an order to end their agreement. Applications can be made to the Tribunal to end the agreement in the following circumstances:

- failure to leave – for example, if the lessor/agent has issued a **Notice to Leave (Form 12)** or if you have issued a **Notice of Intention to Leave (Form 13)** and the form has expired
- excessive hardship – for example, if you or the lessor/agent wanted to terminate the tenancy because of illness, financial difficulties or a job transfer to another area

- damage – for example, if you caused damage to the premises, or if the lessor/agent caused damage to your belongings
- injury – for example, if you or the lessor/agent caused injury to the other party
- certain repeated breaches of the tenancy agreement – for example non-payment of rent and the same breach is repeated for a third (or more) time in a 2 year period where the previous 2 breaches were remedied in the remedy period, or
- objectionable behaviour – for example, if you or the lessor/agent have harassed or intimidated the other party.

Alternatively, the tenant or lessor/agent may wish to negotiate another outcome. For information about using the RTA's Dispute Resolution Service refer to pages 29–30. 

If a tenant has their tenancy terminated, ceases to occupy the premises for some other reason or dies, a co-tenant or other occupant can apply to the Tribunal and seek to be recognised as the tenant. For information about making an application to the Tribunal contact the RTA for a copy of the booklet *Handling tenancy disputes in the Small Claims Tribunal*. 

Fact Sheet

For more information about 'Continuing a Fixed Term Tenancy Agreement' or 'Terminating a Tenancy Agreement' look at the fact sheets on the RTA website www.rta.qld.gov.au or call the RTA.

Domestic Violence

If you are experiencing domestic violence and you are living in rental accommodation in Queensland, there are laws in place to protect you (whether you are a tenant, co-tenant, the spouse of a tenant or a person not named on the tenancy agreement).

Fact Sheet

For more information about your tenancy rights in cases of domestic violence, look at the fact sheet 'Domestic Violence – Information for Tenants' on the RTA website www.rta.qld.gov.au or call the RTA.

What's the correct amount of notice at the end of the tenancy?

If you or the lessor/agent want to end the tenancy, the correct amount of notice must be given to the other party and the correct form must be used or there could be a claim for compensation. Remember,

these are the minimum notice periods and parties can jointly agree to a longer time.

In most cases, if **you** decide to leave you must give notice, using a **Notice of Intention to Leave (Form 13)**. If the lessor/agent is asking you to leave, they must give you notice, using a **Notice to Leave (Form 12)**.

Reason for ending the agreement	Notice required
At the end of a fixed term agreement – ‘without grounds’ (no reason)	Either you or the lessor/agent must give at least 14 days notice before the tenancy agreement ends. The notice period can't end before the date when the tenancy agreement ends (or you may still be liable to pay rent until the end of the agreement).
Any time during a periodic agreement – ‘without grounds’ (no reason)	You must give the lessor/agent at least 14 days notice ‘without grounds’ (no reason) under a periodic agreement. The lessor/agent must give you at least 2 months notice ‘without grounds’ (no reason) under a periodic agreement.
You or the lessor/agent have not complied with a Notice to Remedy Breach (Form 11) within the allowed period and the breach is a breach of the agreement	You must give at least 7 days notice of your intention to leave for an unremedied breach but there may be costs involved – refer to page 16 ‘What if the lessor/agent doesn't fix the problem in the allowed time?’. The lessor/agent must give you at least 7 days notice to leave for unremedied rent arrears and at least 14 days for an unremedied general breach.
You or the lessor/agent have breached the agreement in the same way twice in a 2 year period, a Notice to Remedy Breach (Form 11) was issued each time, and the breach was remedied in the remedy period	If you or the lessor/agent breach the agreement in the same way for a third (or more) time in a 2 year period an application can be made directly to the Tribunal for a termination order to end the agreement (this is only for certain breaches). Time limits may apply.
There has been a Tribunal order	The notice will be determined by order of the Tribunal.
You or the lessor/agent have not complied with a Tribunal order	At least 7 days notice is required for non-compliance with a Tribunal order.
Non-livability (for example, the premises have been destroyed, made partly or completely unfit to live in, or cannot be used lawfully as a residence any longer)	You can leave on the same day you give notice to leave for non-livability (this must be within 1 month of the event). You must leave on the same day if the lessor/agent gives you notice to leave due to non-livability (this must be within 1 month of the event). If you don't leave after being given a Notice to Leave (Form 12) , the lessor/agent can apply directly to the Tribunal – refer to page 18 ‘What if I don't leave after being given a Notice to Leave (Form 12) ?’.
For some other reason covered by law (such as excessive personal or financial hardship)	In certain circumstances, you or the lessor/agent can apply directly to the Tribunal for a termination order to end the agreement (refer to page 23 ‘Are there other circumstances that might end the agreement?’). The notice will be determined by order of the Tribunal.
Because the lessor has entered into a contract to sell the premises and the contract states the purchaser requires vacant possession of the premises and you are on a periodic agreement	The lessor/agent is required to give you at least 4 weeks notice (if vacant possession is a condition in the sale contract) when you are on a periodic agreement. If vacant possession is not a condition in the sale contract, the standard notice period for periodic agreements applies.
At any time if both the lessor/agent and tenant agree in writing	Anytime as agreed to by both parties.



You must continue to pay rent until the date shown on the form (handover day). Even if you move out before handover day or if the handover day is in the middle of a rent period, you will need to make a final rent payment covering the days until the handover date on the form. Giving a *Notice of Intention to Leave (Form 13)* does not automatically end your commitments to the agreement – you may still have to pay rent until a new tenant is found or until the end of the agreement. If you are unsure about your commitments at the end of your tenancy, you should contact the RTA or the relevant service listed on the back of this booklet.

Fact Sheet

For more information on 'Allowing Time When Serving Notices', look at the fact sheet on the RTA website www.rta.qld.gov.au or call the RTA.

What cleaning do I need to do?

Once you've moved all your things out, it's your responsibility to leave the premises, as far as possible, in the same condition as it was before you moved in ('fair wear and tear' excepted). You should also read the special terms in your tenancy agreement to see if there are any extra things you need to do before you move out of the premises.

What if I've signed special terms like carpet cleaning or pest control?

While the law doesn't specifically mention carpet cleaning or pest control, you might find these requirements are included as special terms in your tenancy agreement.

If professional carpet cleaning or pest control are special terms in your tenancy agreement, the lessor/agent can't make you use a specific company.

If you have any concerns or a dispute about cleaning carpets and/or pest control, discuss your concerns with the lessor/agent or refer to pages 29–30.



What's an *Exit Condition Report (Form 14a)*?

This is an important document which helps if there is a dispute over your bond.

The *Exit Condition Report (Form 14a)* is similar to the *Entry Condition Report (Form 1a)*, which you should have completed when you moved in. The *Exit Condition Report (Form 14a)* shows the condition of the premises when you leave and will be compared with the condition of the premises before you moved in (the *Entry Condition Report – Form 1a*).

When should I complete the *Exit Condition Report (Form 14a)*?

By handover day, you need to complete 2 copies of this report.

What do I need to include in the *Exit Condition Report (Form 14a)*?

On the form you will need to indicate whether items are clean, undamaged, and working. You can also take photos or a video of the premises. Your report and any photos/videos you take are evidence of the condition of the premises after you have lived there.

What do I do when I've finished filling in the *Exit Condition Report (Form 14a)*?

If possible you should try to arrange a joint, final inspection. If you and the lessor/agent can't find a suitable time, you must arrange to give the 2 copies of the report to the lessor/agent as soon as possible (at the end of the agreement). **You also need to arrange to return the keys to the lessor/agent.** The lessor/agent is then responsible for completing their side of the report, signing it and returning a copy to you within **3 business days** of receiving it. Keep your copy in a safe and handy place.

How can I be contacted about the *Exit Condition Report* (Form 14a) and my bond refund?

For more information about rental bond refunds refer to page 27–28.

When you move out, you must give your new address to the lessor/agent if they ask you in writing, so they can send you a copy of the completed ***Exit Condition Report* (Form 14a)** and contact you about the rental bond if necessary. You can only withhold your new address from the lessor/agent if you have a good reason to do so. If you don't have a good reason to withhold your new address, doing so could be an offence and you could be fined. If you do have a good reason, you should provide the RTA with your forwarding contact details (they won't pass these details on to the lessor/agent if you ask them not to) – then you can still be contacted about the rental bond if necessary.



The ***Exit Condition Report* (Form 14a)** is an important document which helps if there is a dispute over your bond.

Once you've moved all your things out and cleaned the premises, complete the report thoroughly and carefully before you leave. It's proof of the condition of the premises after you have lived there and will be compared with the ***Entry Condition Report* (Form 1a)** which shows the condition of the premises before you lived there ('fair wear and tear' excepted). The lessor/agent is then responsible for completing their side of the report, signing it and returning a copy to you within 3 business days of receiving it. Keep your copy in a safe and handy place.

Abandoned premises

If the lessor/agent has good reason to believe you've abandoned the premises and they want to enter to inspect it, there are rules they must follow.

Fact Sheet

For information about the rules for 'Abandoned Premises' look at the fact sheet on the RTA website www.rta.qld.gov.au or call the RTA.

Goods left behind

It is your responsibility to remove all of your things from the premises by handover day. However, if you leave anything behind, the lessor/agent must deal with it in a certain way.

Fact Sheet

For more information about 'Goods and Documents Left Behind', look at the fact sheet on the RTA website www.rta.qld.gov.au or call the RTA.

Forms to be used



- Form 4 – Refund of Rental Bond
- Form 16 – Dispute Resolution Request

Download these forms from www.rta.qld.gov.au



Getting a quick bond refund checklist

To make sure the bond is paid out in the quickest possible time you need to:

- make sure you have met all of your responsibilities for ending the tenancy (refer to pages 21–26)
- talk to the lessor/agent (and/or other parties) and try to come to an agreement about how the bond will be paid out (if you can't come to an agreement refer to page 28 'What if we don't agree about the bond refund?')
- complete and sign a **Refund of Rental Bond (Form 4)**. Make sure you, any other parties listed as contributors to the bond and the lessor/agent all sign the form
- make sure you complete your forwarding address or contact details on the **Refund of Rental Bond (Form 4)**. Also provide these details to the lessor/agent **and** to the RTA so you can be contacted about the bond if necessary, and
- make sure you provide your bank details if you want your bond paid directly into your bank account.

Form 4

Make sure you complete the forwarding address section

Form 4
Refund of Rental Bond
Residential Tenancies Act 1994 (Sections 65, 66, 66A to G, 73 and 75)

1 Please use block letters and enter only tenant's who are bond contributors
Address of Rental Premises Postcode Rental Bond Number

2 Enter the Rental Bond Number here

3 Has a Lessor's Notice To Leave or Tenant's Notice of Intention to Leave been given?
No What was the date of the Tenant's NTL? / / Yes What was the date of the Lessor's Notice? / / RTA Office Use Only
Claims Approval B/D

4 DO NOT SEND FORM UNTIL ON OR AFTER HANDOVER DATE

5 Tenant 1 Surname/Family Name (Given Names) PAY \$
Name of Bank/Building Society/Credit Union BSB No. Account No.
Forwarding Address Phone Date / / Signature (bond contributor only)

Tenant 2 Surname/Family Name (Given Names) PAY \$
Name of Bank/Building Society/Credit Union BSB No. Account No.
Forwarding Address Phone Date / / Signature (bond contributor only)

Tenant 3 Surname/Family Name (Given Names) PAY \$
Name of Bank/Building Society/Credit Union BSB No. Account No.
Forwarding Address Phone Date / / Signature (bond contributor only)

6 Lessor/Agent PAY \$
Name of Bank/Building Society/Credit Union BSB No. Account No.
Address Phone Date / / Signature

Reason/s

7 Department of Housing – Queensland PAY \$

8 Total Bond Value \$
Name Type of I.D. I.D. Verified Bond recipient Signature Amount Received

Return this copy to RTA but make a copy for your records
Form 4 - PV8 Step 03

Make sure you have completed the form correctly before you sign the form

Who can claim the bond money?

Any person listed as a contributor to the bond or the lessor/agent can claim the bond money by posting a **Refund of Rental Bond (Form 4)** to the RTA.

When can a claim be made on the bond money?

An application for the bond money can be made on or after handover day, i.e. the date stated on the **Notice of Intention to Leave (Form 13)** or on the **Notice to Leave (Form 12)**.

Bond money can also be paid out during a tenancy as long as you, any other contributors to the bond and the lessor/agent agree to it and sign the **Refund of Rental Bond (Form 4)**.

What are the different ways the bond can be claimed?

There are two ways a rental bond can be claimed at the end of a tenancy:

1. All of the parties to the bond (for example, you, your co-tenants and the lessor/agent) come to an agreement about how the bond will be paid out. All parties must complete and sign the **Refund of Rental Bond (Form 4)**. This is the **quickest way to get a bond refund**.
2. One of the parties (for example the lessor/agent) makes a claim on the bond using a **Refund of Rental Bond (Form 4)** without the signature or agreement of the other party/ies (refer to page 28 'What if we don't agree about the bond refund?').



Make sure the *Refund of Rental Bond (Form 4)* has been completed correctly and you agree with how the bond is going to be paid out before you sign it. Never sign a blank form even if you have made a verbal agreement with the lessor/agent (or other party) about how the bond will be paid out.

What are the payment options when the bond money is getting refunded?

Moving overseas? Contact the RTA for information about arranging an international transfer of your bond money.

On the *Refund of Rental Bond (Form 4)* you should indicate how the refund is to be paid. Your bond money can be returned to you by:

- **direct credit** – once the RTA has received and approved the form (signed by all parties), the refund is paid directly into your bank account the next day
- **refund by cheque** – once the RTA has received the form (signed by all parties), a cheque will be posted, or
- **refund in cash** – present the form (signed by all parties), in person, for a refund in cash – this can be done at most Queensland Australia Post Outlets (processing time applies).

What if we don't agree about the bond refund?

If one of the parties completes a *Refund of Rental Bond (Form 4)* and posts it to the RTA without the signatures or agreement of the other parties, this is called making a claim on the bond.

The RTA will process this form and notify the others that a claim has been made on the bond money by sending a letter called a '**Notice of Claim**'.




Make sure the RTA has your forwarding contact details so they can contact you if there has been a claim on your bond money.

If a '**Notice of Claim**' has been issued, you then have **14 days** to:

1. Dispute the claim by submitting a **Dispute Resolution Request (Form 16)**. The RTA's Dispute Resolution Service will then try to help resolve the dispute.
2. Agree with the other parties' claim by signing the Notice of Claim and posting it back to the RTA. The RTA will then refund the bond as directed on the *Refund of Rental Bond (Form 4)*.
3. Not respond. It is important to be aware that the RTA will automatically refund the bond as directed on the first *Refund of Rental Bond (Form 4)* received if there is no contact from you by the date stated on the Notice of Claim form.

It's important to provide the RTA with your new contact details so you can be kept informed about what's happening with your bond money.

What if the RTA's Dispute Resolution Service can't help us reach an agreement about the bond refund?

If a **Dispute Resolution Request (Form 16)** was submitted and the RTA's Dispute Resolution Service couldn't help you to reach an agreement, the RTA will then send a notice called a '**Notice of Unresolved Dispute**' to the party/ies who disputed the claim. If you receive this notice, you can apply to the Tribunal for a decision. You must lodge an application with the Tribunal **and** provide a copy of the Tribunal receipt to the RTA within **7 days** of receiving the Notice of Unresolved Dispute. If you don't lodge your Tribunal receipt with the RTA, the bond will automatically be refunded as directed on the first form received. For information about making an application to the Tribunal contact the RTA for a copy of the booklet *Handling tenancy disputes in the Small Claims Tribunal*. 

What are my options if I have a tenancy dispute with my lessor/agent?

Your first option is try to resolve the dispute with the lessor/agent directly.

Except in cases defined as ‘urgent’ by the law (refer to page 30 ‘When can I apply to the Small Claims Tribunal?’), you can only apply to the Tribunal if the dispute has not been resolved through the RTA’s Dispute Resolution Service and you have been issued a ‘**Notice of Unresolved Dispute**’.


Options for resolving tenancy disputes		
Option 1 Self Resolution	Option 2 RTA’s Dispute Resolution Service	Option 3 Small Claims Tribunal
<ul style="list-style-type: none"> • Try to identify the issue/issues. • Find out your legal rights and responsibilities. • Seek advice and/or assistance from one of the services listed on the back of this booklet. • Talk with the other party and try to negotiate an agreed outcome. • If you are able to reach an agreement, make sure you get the agreement in writing signed by both parties. • If the matter cannot be resolved, move on to option 2 and use the RTA’s free Dispute Resolution Service. 	<ul style="list-style-type: none"> • You can apply to the RTA’s free Dispute Resolution Service (time limits may apply depending on what the problem is). • To apply for dispute resolution, complete a Dispute Resolution Request (Form 16) and send it to the RTA. • An officer from the RTA will then contact you to arrange for the dispute to be discussed. • The officer is impartial and will not make a decision, but may be able to help you and the lessor/agent to negotiate a resolution with just a few telephone calls. • They can give you information about the law and how it relates to your particular problem, they can provide a telephone negotiation service, and can set up conferences between you and the lessor/agent (face to face or over the telephone). • Agreements made through this service are written down and become part of your tenancy agreement. The Tribunal can enforce the decision, if necessary. • If conciliation is not suitable or the matter is not resolved the officer will issue a ‘Notice of Unresolved Dispute’. • You may then decide to move on to option 3 and apply for your dispute to be heard by the Tribunal. 	<ul style="list-style-type: none"> • When a dispute between a tenant and lessor/agent has not been resolved with help from the RTA’s Dispute Resolution Service or if it falls under the category of an urgent application as defined by the law, either the tenant or lessor/agent can apply to have the dispute heard by the Tribunal (time limits may apply depending on what the problem is). • For information about making an application to the Tribunal contact the RTA for a copy of the booklet <i>Handling tenancy disputes in the Small Claims Tribunal</i>. • Submit an application for a Tribunal hearing. • The Tribunal is an informal court. A referee will listen to both sides of the case and assess any evidence provided. • The referee will make a decision (order) about the dispute.

When can I apply to the Small Claims Tribunal?

Under the Act, an 'urgent' matter means an application that can be made straight to the Tribunal without having to go through the RTA's Dispute Resolution Service. The term 'urgent' does not refer to the importance or urgency of the matter to you but rather that dispute resolution is not possible. Most of the problems that happen during a tenancy are not treated as urgent under the law and you and the lessor/agent should try to solve the problem yourselves or go through the RTA's Dispute Resolution Service.

An application is considered urgent if it's about the following:

1. If you or the lessor/agent are seeking an order to **terminate the tenancy** for any of the following reasons:
 - failure to leave – for example, if the lessor/agent has issued a **Notice to Leave (Form 12)** or if you have issued a **Notice of Intention to Leave (Form 13)** and the form has expired
 - excessive hardship – for example, if you or the lessor/agent wanted to terminate the tenancy because of illness, financial difficulties or a job transfer to another area
 - damage – for example, if you caused damage to the premises, or if the lessor/agent caused damage to your belongings
 - injury – for example, if you or the lessor/agent caused injury to the other party
 - certain repeated breaches of the tenancy agreement – for example non-payment of rent and the same breach repeated more than twice in a 2 year period, or
 - objectionable behaviour – for example, if you or the lessor/agent have harassed or intimidated the other party.
2. To restrain a person from causing damage or injury when an application for termination is made on the same grounds.
3. For the lessor/agent to make repairs for health or safety reasons.

4. For a spouse or occupant to be recognised as the tenant or co-tenant in the event of domestic violence or damage or injury to the occupant or someone else allowed on the premises.
 5. If you dispute a **Notice to Leave (Form 12)** because you believe it was given in retaliation for exercising your rights.
 6. If you dispute the lessor/agent giving an **Abandonment Termination Notice (Form 15)**.
 7. If you are asking for a re-hearing of a decision by the Tribunal to declare a premises abandoned.
 8. If the lessor/agent is applying for costs or expenses to be taken from sale of your goods that were left behind.
 9. If you are applying for compensation because you are dissatisfied with how the lessor/agent dealt with goods that were left behind.
 10. To resolve a dispute about reimbursement of costs for emergency repairs.
 11. To determine whether an agreement is covered by the *Residential Tenancies Act 1994*.
 12. If you dispute a tenancy database listing.
- If you need to apply to the Tribunal to resolve an urgent case contact the RTA for a copy of the booklet *Handling Tenancy Disputes in the Small Claims Tribunal* (also available from the RTA's website www.rta.qld.gov.au or your local Magistrates Court). 

What happens if an offence has been committed?

An offence is committed when a person breaches a section of the Act that has a penalty provision attached to it. For example, it is an offence for a person not to lodge a rental bond with the RTA within **10 days**.

If a tenant, lessor or agent believes that an offence has been committed, they can make a formal complaint to the RTA. The RTA's Investigations Unit is the division of the RTA that deals with alleged offences (breaches of the Act with penalty points attached), and they can begin an investigation. Offences are heard in the Magistrates Court and if you or the lessor/agent are found guilty of an offence, a fine may apply and a conviction may be recorded. If you think your complaint might be a formal complaint about an alleged offence, contact the RTA and a 'Complaint Kit' can be sent to you.

If you have a dispute about anything else (that is not an offence) you and the lessor/agent can resolve the dispute yourselves or you can use the RTA's dispute resolution process. Contact the RTA to apply for free dispute resolution.

What do I need to include with my formal complaint?

When submitting a formal complaint about an alleged offence to the RTA, you will be asked to provide evidence to support your claim, such as proof you have paid a rental bond to a lessor/agent if the alleged offence is that the lessor/agent didn't lodge your bond money with the RTA. For a prosecution (going to court) to commence, sufficient evidence is required to prove the allegation beyond a reasonable doubt. If the RTA takes prosecution action, you may be required to appear in court as a witness. The complaints and investigations process is completely separate from the dispute resolution process.

What does the RTA do with complaints about offences?

The RTA focuses on encouraging voluntary compliance with the law. During an investigation, the first aim is to educate all the parties about their obligations and responsibilities under the law.

Prosecutions may be commenced when:

- other strategies have failed, or are inadequate to address the seriousness of the complaint, or
- it is considered to be in the public interest or in the interests of the residential tenancies sector.

What is a tenancy database?

Tenancy databases are electronic registers run by privately owned companies which list tenants' names and record information about them. These registers are used by lessors and agents as a means of protecting their property investments. The law allows lessors or agents to list you on a tenancy database under certain circumstances (see below).

What are the laws about tenancy database listings?

Laws introduced in Queensland in 2003 set out the rules for when you can and can't be listed on a tenancy database.

You can only be listed on a tenancy database if you are named on the tenancy agreement and the tenancy agreement has ended, and either:


1. You owe the lessor/agent an amount of money that **is more than** your rental bond, in one of the following circumstances:
 - you owe money to the lessor/agent under an RTA conciliation agreement or a Tribunal order and the time for paying the amount has passed, or
 - you were served with a **Notice to Remedy Breach (Form 11)** for rent arrears and you have failed to remedy that breach, or
 - you have abandoned the premises (unless you are disputing this and the dispute is currently subject to a Tribunal order).

2. For objectionable behaviour or repeated breaches (but only if the Tribunal terminated your tenancy agreement for those reasons).

A lessor/agent **cannot** list you on a tenancy database unless they have advised you in writing and provided you with details about the proposed listing, or they have taken reasonable steps to tell you about the listing.

If you are advised of a proposed or existing listing and you don't agree with the reasons you have been listed, you can:

1. Talk to the person who made the listing and try to reach an agreement about changing or removing the listing.
2. Lodge a **Dispute Resolution Request (Form 16)** with the RTA to assist in negotiating an agreement about the listing.
3. Apply directly to the Tribunal to order the listing person or agency not to make the listing or to vary the listing.

If you need assistance with a tenancy database listing or a Tribunal hearing, contact the RTA for a copy of the booklet *Handling tenancy disputes in the Small Claims Tribunal*. 

If you believe the listing does not meet the approved criteria, you have **6 months** from becoming aware of the listing to dispute it.

If you believe a listing has been unjustly or incorrectly made, as defined in the Act, there is no time limit for you to dispute it and you may make an application to the Tribunal at any time.

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The Residential Tenancies Act 1994

The *Residential Tenancies Act 1994* (the Act) sets out the rules for renting in Queensland.

The Act sets out the **rights and responsibilities** of tenants (you) and lessors/agents (the person who owns or manages the place you want to live in).

It describes what you and the lessor/agent can and can't do, how to address issues that may arise during the tenancy and explains what happens if you or the lessor/agent break the law.

The Act applies to the following types of tenants:

- private tenants who rent directly from the lessor or through a real estate agent or housing manager
- public housing tenants
- community housing tenants
- tenants of Aboriginal and Torres Strait Islander Shire Councils
- tenants in government employee housing, and
- tenants in general employee housing.

The Act does not apply to:

- holiday lettings
- educational institutions (except for employee housing), or
- retirement villages.

Discrimination

The *Anti-Discrimination Act 1991* and Federal anti-discrimination laws are in place to protect tenants and prospective tenants from discrimination. This means a lessor/agent must not discriminate when selecting a tenant or place conditions on the tenancy which make it harder for people in particular groups to gain access to rental properties.

Under anti-discrimination laws, you are protected if you are treated unfairly or unfavourably in any way in connection with accommodation because of:

- sex
- marital status
- parental status (having children)
- pregnancy
- race/nationality
- impairment/disability
- age
- religion
- political belief or activity
- trade union activity, or
- lawful sexual activity.

It would be considered discrimination if a lessor/agent were to treat you unfairly on any of the above grounds by:

- refusing to rent you a property
- charging you a higher rent or bond
- imposing different conditions on your tenancy, or
- evicting you.

Further information about discrimination is available from the Anti-Discrimination Commission of Queensland on 1300 130 670.

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Important Numbers

Rental bond number:

Emergency contact details:

Contacts and resources



Residential Tenancies Authority

33 Herschel Street, Brisbane
Post: GPO Box 390, Brisbane Q 4001
Phone: 1300 366 311
Website: www.rta.qld.gov.au

Tenant Advice and Advocacy Services (QLD)

These community-based services provide information, advice and advocacy services to tenants.

The telephone numbers shown are correct at the time of printing. These services are listed in the White Pages under 'Tenancy Advice'.

Brisbane Region

Inner Northern Suburbs (New Farm Office)	3358 3951
Inner Southern Suburbs (West End Office)	3844 9814
Logan/North Albert/Beaudesert/Woodridge (Slacks Creek Office)	3208 8736
Brisbane North Region (Morayfield Office) (if you are outside Brisbane)	5428 6011 1800 809 700
Outer Northern Suburbs (Stafford Office)	3857 8686
Outer Northern Suburbs (Albion Office)	3262 9555
Outer Southern Suburbs (Acacia Ridge Office)	3277 7583
Wynnum/Manly/Redlands (Wynnum Office)	3893 0016

Regional Queensland

Atherton Tablelands	4091 3128 1800 652 777
Bowen	4786 3735
Bundaberg and Surrounds	4153 2957
Cairns and Surrounds	4031 6733
Fraser Coast (Pialba Office)	4124 1523
Gladstone and Region	4976 6360
Gold Coast North (Southport Office)	5591 1102
Gold Coast South (Palm Beach Office)	5598 3230
Gympie and South Burnett	5482 8959
Ipswich and Surrounds	3281 5409
Mackay	4957 6334
Mt Isa/North West Region	4743 9659
Rockhampton/Central Highlands	4922 7411
Roma District	4620 1065 1800 620 663
Sunshine Coast (Nambour Office)	5476 0555
Toowoomba and Surrounds	4616 9707
Townsville and Surrounds	4772 5617 1800 772 561
Whitsunday (Cannonvale Office)	4946 6449

Tenants Union of Queensland

www.tuq.org.au	
Brisbane Callers	3257 1108
Regional Callers (if you are outside Brisbane)	1800 177 761
North Queensland Office	4031 3194

Crisis Accommodation Information

Lifeline	131 114
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DV Connect

For Women (24hrs a day 7 days a week)	1800 811 811
For Men (9am – 5pm Monday to Friday)	1800 600 636

Alternative Dispute Resolution Centre

Department of Justice and Attorney General 3239 6007
(if you are outside Brisbane) 1800 017 288

Anti-Discrimination Commission Qld 1300 130 670

Office of the Commissioner for Body Corporate and Community Management 1800 060 119

Department of Housing (Bond Loans) 3225 1704

Call your local area office listed under 'H' in the White Pages if you are outside Brisbane.

Small Claims Tribunal

Look under 'Magistrates Court' in your local White Pages.

RTA Forms

The RTA produces approved forms to be used during a tenancy. The forms are available from the RTA's website www.rta.qld.gov.au, or via the RTA's faxback service. RTA forms are available from most Australia Post Outlets around Queensland or from the RTA's distributor on 1300 136 939 or fax (07) 3216 2258 or email RTAforms.qld@auspost.com.au. If you don't have access to a computer, contact your local library to use a computer.

Form 1a	Entry Condition Report (General Tenancies)
Form 2	Bond Lodgement
Form 3	Transfer of Bond
Form 4	Refund of Rental Bond
Form 5	Change of Lessor or Lessor's Agent
Form 6	Change of Shared Bond Arrangement
Form 7	Part Payment of Rental Bond
Form 8	Lessor's Agent Signature Record <small>Not at Australia Post</small>
Form 9	Entry Notice
Form 10	Notice of Lessor's Intention to Sell
Form 11	Notice to Remedy Breach
Form 12	Notice to Leave
Form 13	Notice of Intention to Leave
Form 14a	Exit Condition Report (General Tenancies)
Form 15	Abandonment Termination Notice
Form 16	Dispute Resolution Request
Form 17a	Renting a home: a tenant's guide to the rules for renting in Queensland
Form 18a	General Tenancy Agreement

RTA Fact Sheets

The RTA produces a range of fact sheets that address specific aspects of residential tenancies law. The latest and most up-to-date versions of all the fact sheets available can be downloaded from the RTA's website www.rta.qld.gov.au

Fact Sheets referred to in this booklet:

'Abandoned Premises'
'Allowing Time When Serving Notices'
'Continuing a Fixed Term Tenancy Agreement'
'Domestic Violence – Information for Tenants'
'Entry and Privacy'
'Goods and Documents Left Behind'
'Rent Payments and Holding Deposits'
'Share Homes, Co-tenancies and Subletting'
'Smoke Alarms'
'Terminating a Tenancy Agreement'
'Water Charging'