residential tenancies authority | 1300 366 311 rta.qld.gov.au

Renting that works *for everyone*

Information Statement Form 17a

# Pocket guide for tenants – houses and units

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the *Residential Tenancies and Rooming Accommodation Act 2008*. The RTA provides tenancy information and support, bond management, dispute resolution, education services, investigations and prosecutions.

## When renting…

You must

- pay the rent on time
- keep the property clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- abide by the terms of the tenancy agreement
- respect your neighbours' right to peace and quiet

The property owner/manager must

- ensure the property is vacant, clean and in good repair at the start of the tenancy
- respect your privacy and comply with entry requirements
- carry out repairs and maintenance
- meet all health and safety laws
- lodge your bond with the RTA

## Your tenancy details

Property owner/manager contact details

| |
|---|
| |
| |

Bond number

| |
|---|
| |

Tenancy end date

| |
|---|
| / / |

Emergency repairs contact/s

| |
|---|
| |
| |
| |

This information is for general guidance only. It is not legal advice. The RTA cannot guarantee the accuracy or completeness of the information provided. For more information refer to the *Residential Tenancies and Rooming Accommodation Act 2008*.

# **Moving** in

## Tenancy agreement

A *General tenancy agreement* (Form 18a), also called a lease, is a legally binding written contract between you and the property owner/manager. It must include standard terms and may include special terms (e.g. keeping pets).

You and the property owner/manager must sign the agreement and you should be given a copy.

Period of tenancy agreement:

- Fixed term agreement – has a start date and an end date and you agree to rent the property for a fixed amount of time (e.g. 12 months)
- Periodic agreement – when you agree to rent the property for an unspecified amount of time (there will be a start date but no end date)

## Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RTA. The property owner/manager must not hold your bond. Once the bond is paid the property owner/manager must give you a receipt and complete a *Bond lodgement* (Form 2) which you must sign. The property owner/manager must lodge the bond with the RTA within 10 days. Alternatively, you can lodge your bond directly with the RTA via the RTA website. Check with the property owner/manager. You will receive notification from the RTA once the bond has been lodged.

## Bond increases

Your bond can be increased if your rent is increased. It must be at least 11 months since the last increase and you must be given 1 month's notice.

Any extra bond money paid by you must be lodged with the RTA by the property owner/manager or you. You can do this directly via the RTA website.

## Rent

Generally you will be asked to pay rent in advance before, or when, you move in.

- For a fixed term agreement: a maximum of 1 month's rent in advance
- For a periodic agreement: a maximum of 2 weeks rent in advance

You can't be asked to pay more rent until the rent in advance has been used up.

## Rent increases

It must be at least 6 months since the tenancy started or the date of the most recent rent amount was changed.

Rent cannot be increased during a fixed term agreement unless it is stated in the agreement and even then 2 months notice (in writing) must be given.

Rent can be increased in a periodic agreement by giving 2 months notice (in writing).

## Rent decreases

Rent decreases may occur when there is a drop in the standard of the property, a decrease in services provided (e.g. the availability of car parking), or if a natural disaster (e.g. flooding, fire) makes the property partially unfit to live in. Any agreement about a rent decrease should be put in writing and signed by the property owner/manager and tenant.

## Water usage

You can be charged full water consumption costs only if the property owner/manager meets a specific set of conditions. Check your tenancy agreement and our website for more detail.

Water bills may be issued quarterly or half-yearly. Check with your property owner/manager how often and when bills are issued. These bills should be provided to you within a reasonable timeframe, and you must pay within one month of the bills being provided.

## Electricity/gas/phone/internet

Check your tenancy agreement – in most cases you will need to arrange connection and pay for the services. Check with the property owner/manager to clarify arrangements for internet or TV connections, satellite dish installation or solar electricity rebates (if applicable).

## Entry condition report

The property owner/manager must give you an *Entry condition report* (Form 1a).

It is important for you to take the time and check the condition of the property at the start of the tenancy. This will help to avoid disputes about the condition of the property when you move out. You must complete the report and return a signed copy to the property owner/manager within 3 days. The property owner/manager must give you a copy of the final report within 14 days.

The RTA also recommends taking photos and attaching them to the report as proof of the condition of the property.

# **During** a tenancy

## Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. The property owner/manager is responsible for ensuring the property is fit to live in and in a good state of repair, including carrying out general repairs and maintenance during your tenancy. They must also make sure the property complies with any health and safety laws.

## Repairs

You should notify the property owner/manager of any necessary repairs. They will generally carry out repairs or organise someone to do them. You should not carry out repairs without written consent. When entering the property for repairs the property owner/manager must provide the appropriate entry notice period. If you or your guests damage the property, you will have to pay for the repairs.

## Fixtures

Fixtures can only be added with the property owner/manager's written consent and they do not have to agree to the request if they give a good reason.

## What to do in an emergency

If the property owner/manager or nominated repairer listed on your tenancy agreement cannot be contacted, you can arrange for a qualified person to carry out emergency repairs, to a maximum value of 2 weeks rent. If you pay the repairer you will need to give the receipt to the property owner/manager, who must pay you back within 7 days. Keep copies of all receipts. Check your tenancy agreement to clarify what is meant by an emergency repair.

## Smoke alarms

Property owners/managers must install and maintain smoke alarms in rental properties, in line with Queensland legislation. Visit Queensland Fire and Emergency Services (qfes.qld.gov.au) for more information. Tenants also have responsibilities including cleaning smoke alarms and replacing batteries. See our website for more information.

## Inspections and viewings

Routine inspections can be carried out every 3 months to ensure the property is well cared for and there are no maintenance or health and safety issues.

The property owner/manager may also need to enter the property for repairs or a viewing if it is being re-let or put up for sale. In most cases they must give you an *Entry notice* (Form 9) before they can enter. However, they may enter in an emergency or if you verbally agree with the entry. Entry must occur at a reasonable time. For open home inspections (when multiple inspections occur at the same time), your written consent must be sought by the property owner/manager. Visit our website for more details.

## Sub-letting and co-tenancies

If you want to rent out a room or part of the property, you must seek written permission from the property manager/owner and they must have good reason to say no.

Check your tenancy agreement first, talk to your property owner/manager and get any agreed arrangements in writing. Head-tenants have the same responsibilities as a property owner/manager including giving their sub-tenant a receipt for bond money paid and lodging the bond with the RTA.

## Problems

**If you do something wrong**

If you breach the agreement, the property owner/manager can issue a *Notice to remedy breach* (Form 11).

Example: you fall more than 7 days behind in rent or do not keep the property in the agreed condition.

If you don't fix the problem you may be given a *Notice to leave* (Form 12) by the property owner/manager.

**If the property owner/manager does something wrong**

If the property owner/manager breaches the agreement, you can issue a *Notice to remedy breach* (Form 11).

Example: the property owner/manager fails to keep the property well maintained, does not respond to a repair request or enters the property without the correct notice.

## Resolving problems

Good communication is the key to resolving most problems. Find out your rights and responsibilities and try to resolve disputes with the property owner/manager directly. If this does not work, the RTA's free and impartial dispute resolution service may be able to help. If it remains unresolved, you may be able to take the matter to the Queensland Civil and Administrative Tribunal (QCAT).

## Extending your fixed term tenancy

If you want to stay on under a new fixed term agreement, and there are no changes other than the end date, you and the property owner/manager should sign a letter or statement that includes the new date.

If there are any changes to any of the terms of the agreement, the property owner/manager will need to prepare a new written tenancy agreement and you must both sign it before the old one ends. If there is a significant change (e.g. a rent increase you think is excessive) you can dispute it, but only after you've signed the new agreement. Note that the rent cannot be increased unless at least 6 months have passed since the last rent increase.

If the end date of a fixed term agreement goes by without any contact between you and the property owner/manager, it continues as a periodic agreement.

# **Moving** out

## Ending your fixed term or periodic agreement

You cannot move out at the end of a fixed term agreement without giving notice.

If you wish to leave you must give 14 days notice in writing. If the property manager/owner wants you to leave they must give you 2 months notice.

You must continue to pay rent until you move out.

You must leave the property in the same condition it was in before you moved in, fair wear and tear excepted.

Remember to disconnect your electricity, gas, telephone and internet from your current property and re-direct your mail when you move out.

## Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you may be responsible for compensating the property owner/manager for lost rent until another tenant can be found or the tenancy ends.

You may also be liable for other costs such as the cost of re-letting the property and advertising.

The property owner/manager must make an effort to limit your loss or expense. Visit our website for more details.

## Excessive hardship

If you experience excessive hardship and are unable to continue the tenancy, you can make an urgent application to QCAT to end the tenancy.

Examples of excessive hardship can include serious illness or loss of employment.

The person applying to QCAT will need to show evidence of their circumstances. QCAT may make orders regarding compensation to the property owner/manager and terminating the tenancy from an agreed date.

## Exit condition report

You must complete an *Exit condition report* (Form 14a). It shows the condition of the property when you leave. If possible you should try to arrange a final inspection with your property owner/manager.

The property owner/manager must complete their side of the report, sign it and return a copy to you within 3 business days of receiving it.

## Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the property owner/manager for rent, damages or other costs.

You can apply on, or after, handover day to have your bond money returned. You need to provide the RTA with your contact details, forwarding address and bank account details to receive your bond refund.

Bonds can only be refunded into Australian bank accounts.

### If you and the property owner/manager agree on the refund amount

You and the property owner/manager must sign the *Refund of rental bond* (Form 4) and submit it to the RTA. The RTA will refund the bond as directed within a few days.

### If you and the property owner/manager disagree

You or the property owner/manager can submit a bond refund form.

Whoever lodged the form that is processed first (Party A) triggers the dispute process, and the other person (Party B) must dispute the claim to prevent payment.

The RTA will send Party B a *Notice of claim* and Party B can submit a *Dispute resolution request* (Form 16).

If the RTA does not receive a completed Form 16 from Party B within 14 days, the bond will be paid out, as directed on Party A's bond refund form.

If Party B does respond, the RTA's dispute resolution service will try to help resolve the disagreement. If agreement is reached, both parties sign the bond refund form and the bond is paid out as agreed.

If agreement is not reached, Party B can apply to QCAT for a decision. They must do so within 7 days and notify the RTA in writing of the QCAT application within the correct timeframe.

If no QCAT application is lodged by Party B within 7 days, the RTA will pay the bond as directed on Party A's bond refund form.

More details on dispute resolution are available at rta.qld.gov.au and information about QCAT can be found at qcat.qld.gov.au.

# **Domestic and Family Violence** Support

## Domestic violence in a rental property

Domestic and family violence is any form of violence or abuse where the abusive person is a spouse (including de facto), an intimate or dating partner, a family member or an informal carer.

A person who suffers domestic violence in a rental property has rights under tenancy law, even if they are not named on the tenancy agreement. If someone in a rental property is experiencing domestic violence they can apply to QCAT to:

- end the tenancy agreement
- be listed as the tenant
- remove the name of the person who has committed an act of domestic violence from the tenancy agreement
- prevent their personal information being listed in a tenancy database where a breach of the agreement is a result of the actions of a person who has committed an act of domestic or family violence

Every person has a right to feel safe and live free from violence. If there is violence in your home, you may be able to apply for a domestic violence order (DVO).

Visit the Queensland Courts website courts.qld.gov.au for more information on domestic violence orders.

If you are affected by domestic and family violence and/or sexual abuse, you can contact any of the organisations below for free and confidential support and assistance.

## Contact information

**Residential Tenancies Authority**
**w** rta.qld.gov.au
**t** 1300 366 311
Mon–Fri: 8.30am–5pm

**Emergency**
Police, firefighters or ambulance.
**t** 000 (triple zero)

**Tenants Queensland**
**w** tenantsqld.org.au
**t** 1300 744 263

**National Relay Service**
Assistance for deaf, hearing or speech impaired clients
TTY or computer modem.
**t** 133 677

**Translating and Interpreting Service (TIS)**
TIS will telephone the RTA for you at no extra cost.
**t** 131 450

**Lifeline**
Personal crisis support.
Anyone experiencing a personal crisis other than domestic and family violence, such as loss of a loved one, financial hardship or serious illness, can contact Lifeline for support and referrals to appropriate services.
**t** 13 11 14

**DV Connect**
Domestic/family violence and crisis support.
**w** dvconnect.org
**t** 1800 811 811 – Womensline
**t** 1800 600 636 – Mensline
**t** 1800 010 210 – Sexual Assault Hotline

**Aboriginal Family Domestic Violence**
Victims rights, counselling and financial assistance.
**t** 1800 019 123

*we're here to help*

Call us
**1300 366 311**



Sign up for **news** and **useful information** about renting in Queensland **rta.qld.gov.au**

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