



residential
tenancies
authority



During a tenancy

information for tenants in houses and units

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Please take a few minutes to read this guide which explains some of the things you need to know when you live in a rental house or unit. More detailed information is available on the RTA's website (rta.qld.gov.au).

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act). The RTA makes a positive difference to the residential rental sector by providing tenancy information, bond management, dispute resolution, investigation, policy and education services.

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 lessor/agent 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

Resolving a dispute

Try to resolve disputes with the lessor/agent directly; if this does not work, the RTA's dispute resolution service may be able to help. If the matter remains unresolved you may be able to take the matter to the Queensland Civil and Administrative Tribunal (QCAT).

Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. If you or your guests damage the property, you may have to pay for the repairs.

The lessor/agent is responsible for ensuring the property is fit to live in and in a good state of repair. They must also make sure it complies with any health and safety laws.

Visit our website for information on topics such as drains, gutters, gardens and trees, light bulbs, mould and pools.

Repairs

The lessor/agent generally carries out any repairs or organises someone to do so. You should not carry out repairs without written permission.

You must tell the lessor/agent about the need for repairs as soon as you become aware of a problem.

When entering the property to fix the problem, the lessor/agent must comply with the appropriate entry notice period.

If you or your guests damage the property, you may have to pay for the repairs.

What to do in an emergency

Information about what to do in an emergency should be included in your tenancy agreement (i.e. who to contact first, as well as the details of nominated repairers).

If there's an emergency and the lessor/agent or nominated repairer listed on your 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 forward all receipts to the lessor/agent who must pay you back within 7 days. Keep a copy of all receipts.

Visit our website to see what qualifies as an emergency repair.

Fixtures and inclusions

Fixtures are things that are attached to, or installed in, the property (e.g. picture hooks and shelves).

Inclusions are everything supplied with the property for your use (e.g. dishwasher, air conditioner). Fixtures can only be added with the lessor/agent's written consent and they do not have to agree to the request if they give a good reason.

If you install a fixture without written permission, the lessor/agent can ask you to pay to reinstate the property to the original condition, or they can keep it as an improvement to the property. This will have to be agreed at the end of the tenancy.

Smoke alarms

By law, owners of all houses and units in Queensland must install at least one working smoke alarm. Homes built or significantly renovated since 1997 must have hard-wired (240 volt) smoke alarms, while homes built before 1997 must have at least one 9 volt battery-powered alarm.

Your responsibilities:

- » test and clean each alarm every 12 months (vacuum or dust)
- » replace used batteries
- » advise the lessor/agent if there is any issue with the alarm (apart from batteries)
- » you must not remove a smoke alarm, cover it, remove the battery (other than to replace it) or do anything to reduce its effectiveness

The lessor's responsibilities:

- » install smoke alarms
- » test, replace any used batteries and clean the alarm within 30 days before the start of the tenancy, or when a tenancy is renewed
- » replace the alarm before it reaches the end of its life

Penalties apply to tenants and lessors for not complying with these requirements. Visit fire.qld.gov.au for more details.

Rent increases

It must be at least 6 months since the tenancy started or the rent 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).

Bond increases

The lessor/agent can increase your rental bond if they increase the rent. Extra bond money must be lodged with the RTA and it must be at least 12 months since the last increase. You must be given 1 month's notice of any increase.

Disputing a rent increase

If you and the lessor/agent can't come to an agreement about a rent increase you can contact the RTA for help. You can also apply to QCAT if you believe it is excessive. You must lodge a *Dispute resolution request* (Form 16) or apply to QCAT about a rent increase within 30 days of the start of the new agreement.

Rent decreases

Rent decreases may occur when there is a drop in the standard of the property, if there is 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.

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 lessor/agent may need to enter the property for repairs or a viewing if it is being put up for sale, but it is important your privacy is respected. In most cases the lessor/agent must give you an *Entry notice* (Form 9) giving you a certain amount of notice before they can enter the property.

However, they may enter in an emergency or if you verbally agree with the entry.

Entry must occur at a reasonable time. Lessors/agents cannot enter on Sundays or public holidays, or between 6pm and 8am on other days, unless you agree.

Sale of the rental property

If you are on a fixed term agreement, the lessor/agent cannot make you leave because they decide to sell. You can stay until the end of the term, and the new owner will become your lessor.

If you are on a periodic agreement, and the purchaser does not want to continue renting the property, the lessor/agent will give you a *Notice to leave* (Form 12), and you will have at least 4 weeks notice after the contract of sale is signed.

However, if the property is put up for sale during the first 2 months of a fixed term agreement and you did not receive written notice of the proposed sale before entering into the agreement, you can end the tenancy by giving the lessor/agent a *Notice of intention to leave* (Form 13) with 2 weeks notice.

Photographs that show any of your possessions may not be used by the lessor/agent to advertise the rent or sale of the property, unless you agree in writing.

Problems

If you do something wrong

If you breach the agreement, the lessor/agent 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 lessor/agent.

If the lessor/agent does something wrong

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

Example: the lessor/agent fails to keep the property well maintained or enters the property without the correct notice.

When your fixed term tenancy is about to end

Before the end of a fixed term agreement you and the lessor/agent need to decide if you will:

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

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 lessor/agent should sign a letter or statement that includes the new date.

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. You and the lessor/agent must sign the new agreement before the old one ends.

If there is a significant change (such as a rent increase you think is excessive or a change to the special terms) you can dispute it but only after you've signed the new agreement. You have 30 days from the start of the new agreement to dispute a significant change.

If the end date of a fixed term agreement goes by without any contact between you and the lessor/agent, the agreement continues as a periodic agreement.

Contact us

Level 23, 179 Turbot Street, Brisbane Q 4000

GPO Box 390, Brisbane Q 4001

t 1300 366 311

w rta.qld.gov.au

Mon–Fri: 8.30am–5pm

Hearing or speech impaired clients

Deaf, hearing or speech impaired clients can contact the National Relay Service for assistance with contacting the RTA by phone.

TTY or computer modem

t 133 677

Interpreter services

If you require an interpreter, please contact the Translating and Interpreting Service (TIS) (for the cost of a local call) during RTA hours of business. TIS will telephone the RTA for you at no extra cost.

t 131 450

Tenants' Union of Queensland

t 1300 744 263

w tuq.org.au

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 *Residential Tenancies and Rooming Accommodation Act 2008*.

