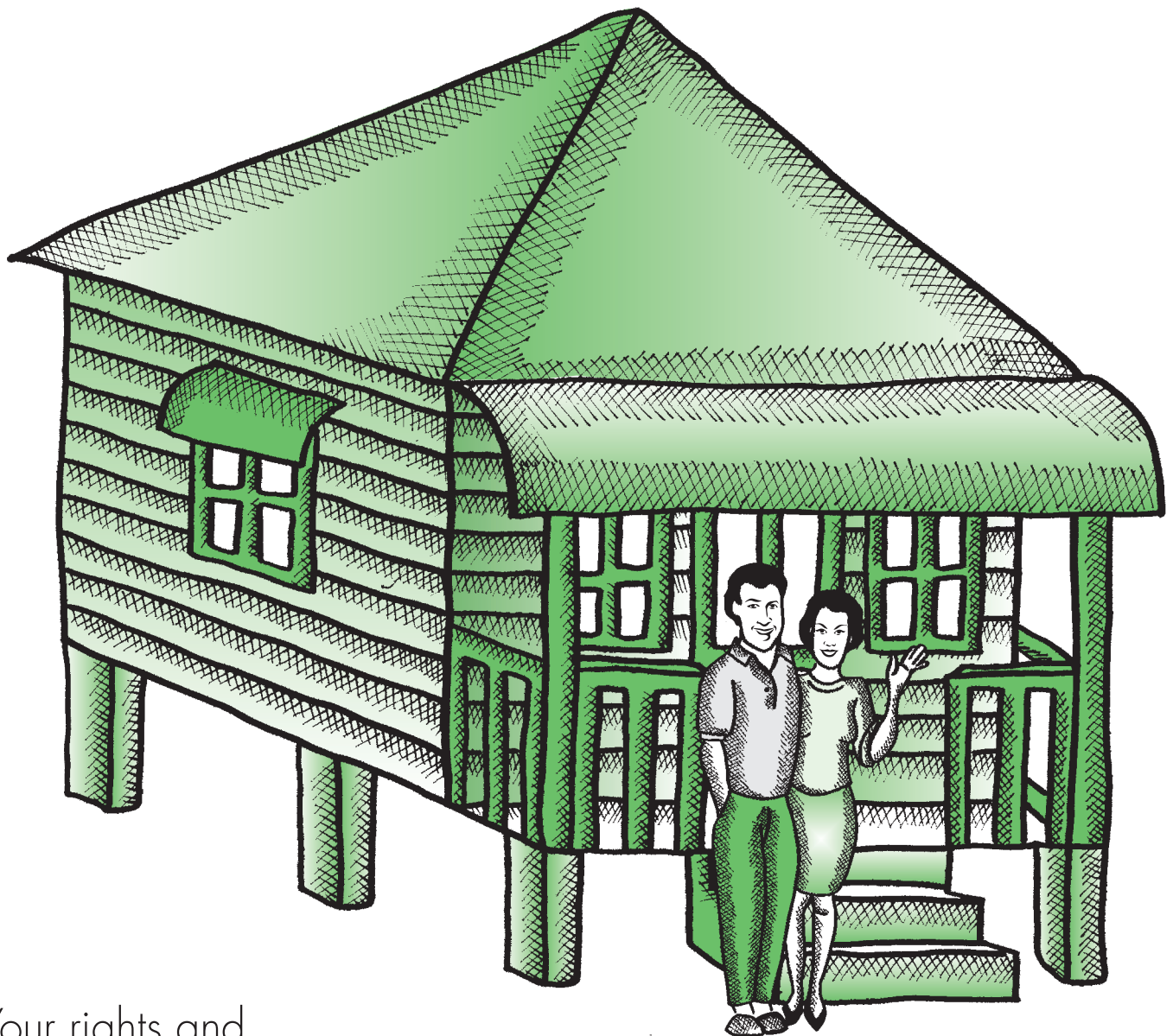


# Information Statement Renting in Queensland



Your rights and  
responsibilities as a tenant  
in general tenancies

**Form 17a**



*residential  
tenancies  
authority*

# Your Information Statement

In Queensland, people who rent housing are covered by the law - the *Residential Tenancies Act 1994* (the Act). The Act sets out the rights and responsibilities of tenants and lessors. 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 the lessor/agent or tenant breaks the law. This booklet summarises the way the Act applies to most residential tenancies in Queensland.

The Act applies to all types of tenants including:

- 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 Community Councils
- tenants in government employee housing and
- tenants in general employee housing.

While the Act applies to all residential tenants, some parts of the Act are different for some types of tenants. The Act does not apply to:

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

Contact the Residential Tenancies Authority (RTA) if you need more information about how the Act applies to your individual tenancy agreement.

**Information Statement:** Renting in Queensland - Your rights and responsibilities as a tenant in general tenancies (Form 17a)

## Residential Tenancies Authority

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**Disclaimer:** This Information Statement summarises the law, but it is not the *Residential Tenancies Act 1994*. 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.

# What's in this booklet?

## Contents

<b>Starting a tenancy</b> .....	<b>1</b>
o The tenancy agreement	
o The entry condition report	
o The bond	
o If you can't afford the bond	
o Transfer of bond	
o Share houses and cotenancies	
<b>Paying the rent</b> .....	<b>5</b>
o Rent in advance	
o Paying the rent	
o If the rent goes up	
o When the rent goes down	
o Other things you might have to pay	
<b>During the tenancy</b> .....	<b>7</b>
o Rights and responsibilities	
o When the lessor/agent can visit	
o Looking after the place	
o Emergency repairs	
o Adding fixtures and doing work on the place	
o If the lessor decides to sell	
<b>Ending a tenancy</b> .....	<b>10</b>
o At the end of a fixed term	
o Ending the agreement	
o Give the right amount of notice when you decide to leave	
o The notice period when the lessor/agent asks you to leave	
o What happens when you move out	
o The exit condition report	
o Abandoned premises	
o Goods that are left behind	
<b>Getting the bond refunded</b> .....	<b>14</b>
o Rental bond refund process	
<b>If something goes wrong</b> .....	<b>15</b>
o What if you don't pay the rent on time?	
o What if you break the agreement?	
o What if you don't agree about the problem?	
o What if you don't leave after being given a <i>Notice to Leave</i> ?	
o What if you break the agreement more than twice?	
o Other issues that may end the agreement	
o Retaliatory eviction	
<b>Resolving disputes</b> .....	<b>18</b>
o Applying to the Dispute Resolution Service	
o Applying to the Small Claims Tribunal	
o Urgent cases	
o Making a complaint about offences	
<b>Further information</b> .....	<b>20</b>
o Contacts and resources	

## Introduction

When you want to rent a place to live in Queensland, there are a series of steps that you need to follow. Both you (the tenant) and the lessor/agent (the person who owns or manages the place that you want to live in) have rights and responsibilities that are covered by the law.

This booklet is for tenants who live in houses, flats, units, townhouses and houseboats. It includes the information that you'll need while you're renting, and explains your rights and responsibilities under the law. When you sign an agreement to rent a place to live in Queensland, your lessor or agent must give you this booklet.

If you have a tenancy question that isn't explained in this booklet, see page 20 for where you can get more information.

## So who is a lessor/agent?

A **lessor** is a person who owns a place and rents it to a tenant. An **agent** is anyone who looks after a rented place on behalf of a lessor. An agent might be a real estate agent, a private manager, or a live-in caretaker. It doesn't make any difference whether you deal with a lessor or an agent, the law is exactly the same and your rights and responsibilities are the same.

# Starting a tenancy

When you start a tenancy, you will need to:

- read and sign a written tenancy agreement that includes the standard terms
- get a copy of this booklet, *Information Statement: Renting in Queensland* (Form 17a) (the lessor/agent is obliged by law to give this to you)
- complete an *Entry Condition Report* (Form 1a) and return it to the lessor/agent
- pay a bond (if required) and
- pay rent in advance (if required).

## The tenancy agreement

There are 2 types of tenancy agreements:

- **Fixed term agreement** - when you agree to rent the property for a fixed amount of time (such as for 6 or 12 months or other agreed period) or
- **Periodic agreement** - when you live there for an indefinite period.

When you rent a property, you need a written agreement (even if you are renting from a friend or family member). It's the lessor/agent's responsibility to organise the agreement and give a copy to you before you move in.

The tenancy agreement must include:

- the set of standard 'terms' (details about what you and the lessor/agent can and can't do)
- the name and address of the tenant (you), and the agent (if there is one) or the lessor
- the dates when the agreement starts and ends (or state that the agreement is periodic)
- details about how you should pay the rent and how much rent is to be paid and
- any special terms (special terms in the agreement must not conflict with the standard terms or the law).

Make sure you read the proposed agreement carefully, and that you understand it before you sign it. If you're not sure about anything in the agreement, ask the lessor/agent or contact one of the organisations listed on page 20.

Negotiate any special terms you or the lessor/agent want, add the terms you have agreed to and sign it if you agree with all the terms. You need to 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.

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, refer to pages 18-19 'Resolving disputes'.



# Starting a tenancy

## The entry condition report

When you move in, both you and the lessor/agent need to complete an *Entry Condition Report* (Form 1a). The *Entry Condition Report* (Form 1a) is a record of the condition of the premises at the start of your tenancy. It's an important way of comparing what the condition of the place is when you move out with when you moved in, fair wear and tear excepted. If the lessor/agent says they will replace or repair something before you move in, ask for that to be written into the tenancy agreement or onto the *Entry Condition Report* (Form 1a).

It's best if you and the lessor/agent complete the report before the day you move in. If this isn't possible, the lessor/agent can fill in their part of the report and then give it to you to complete. The lessor/agent must give you the *Entry Condition Report* (Form 1a) either when they give you the tenancy agreement for signing or on the day that the place is available for you to move in.

On the form, the lessor/agent will indicate whether items are clean, undamaged, and working. If you agree with the lessor/agent's comments, sign the form. You do not have to agree with the other person's comments. If you don't agree, add your comments in the 'tenant' column before you sign it.

If there's not enough room on the *Entry Condition Report* (Form 1a), 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. Complete the *Entry Condition Report* (Form 1a) and return a copy to the lessor/agent within 3 days after the day you're allowed to move in.

**Keep your copy in a safe place - it's your evidence of the condition of the premises and surrounds when you moved in and it might help resolve any dispute which may arise.**

## The bond

You'll probably have to pay a bond when you sign a tenancy agreement. A rental bond is money that you pay at the beginning of a tenancy which the lessor/agent can claim if you owe money for rent, damages, or other costs at the end of the tenancy. The rental bond is not the same as paying rent in advance.

The maximum bond that a lessor/agent can charge is equivalent to 4 week's rent if the rent is less than \$500 a week. If the rent is more than \$500 a week there is no limit on the bond that can be taken. The maximum bond for employee housing is different - contact the RTA for information.

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

- give you a receipt for your bond money straight away
- fill in a *Bond Lodgement* (Form 2) - you'll also need to sign this form and
- send your bond money to the RTA within 10 days.





# Starting a tenancy

The RTA holds the bond in trust while you live in the place, and pays it back when you move out (provided there is no disagreement). The RTA will send you a notice (called an *Official Receipt*) to let you know they've received your bond. Make sure that you keep this notice. The receipt has your Rental Bond Number on it - you'll need to use this number if you contact the RTA about your bond. 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. The lessor/agent is required by law to send your bond money to the RTA within 10 days of receiving it. It is an obligation under the offence provisions of the Act and a penalty may apply against the lessor/agent.

## If you can't afford 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. Talk to your lessor/agent about instalments, or call your closest Department of Housing office about bond loans (they're listed in the White Pages).

## Transfer of bond

Sometimes you can transfer the bond from your last place to your new place. The RTA holds on to your money instead of paying it back at the end of your last tenancy, and the money then counts as the bond for your new place. You can only transfer the bond if your new lessor/agent and your previous lessor/agent agree.

To arrange for a transfer of bond, you and your previous lessor/agent should fill out a *Transfer of Bond* (Form 3) and send it to the RTA. The form allows for some of the bond to be paid to the previous lessor/agent and/or you (if necessary). Then your new lessor/agent can contact the RTA and check that the bond can be transferred. You and your new lessor/agent should fill out a *Bond Lodgement* (Form 2) and send it to the RTA together with any additional bond money which may have to be paid if the new bond is more than the bond money held. The

lessor/agent must give you a receipt. If your original bond was a loan from the Department of Housing, you can only transfer it if:

- there was no claim on the bond by your last lessor
- all the tenants responsible for the bond loan move to the new place.

The tenancy agreement is an important document. It's your contract with the lessor/agent. By signing the tenancy agreement, you make a commitment to do what it says in the agreement. Make sure that you read the tenancy agreement carefully and that you keep it in a safe place. Contact one of the organisations listed in the back of this booklet if you have any questions.

## Keys

For tenancies commencing on or after 1 August 2003, the lessor/agent must give at least one of the tenants a key for each lock that is part of the premises. For example, a key for a lock on a door to a room in the premises, the premises' mailbox, on a door to a tool shed that forms part of the premises or on a built-in cupboard in the premises.

If there is more than one tenant named on the tenancy agreement then the lessor/agent must supply each of the other named tenants on the tenancy agreement with a key for each lock that:

- secures an entry to the premises
- secures a road or other place that is normally used to gain access to or leave the areas or building in which the premises are located.

# Starting a tenancy

## Share houses and co-tenancies

If you move into a share house you may all pay some of the bond money. Everyone who contributes to the bond should be named on the *Bond Lodgement* (Form 2), and should sign it so that you have a record of what each tenant has contributed.

Share houses (when 2 or more tenants share the property and the costs) can be organised in different ways:

- the tenants can all be co-tenants - you all sign the tenancy agreement and **are all responsible under the tenancy agreement**. On the *Bond Lodgement* (Form 2), you should indicate the amount that each person has contributed to the bond and each person should sign it.
- there can be one or more head tenants, and subtenants who rent from them. In this situation, the head tenant is responsible to the lessor/agent under the agreement, and the sub-tenants are responsible to the head tenant under a separate tenancy agreement. Only the head tenant will sign the tenancy agreement and *Bond Lodgement* (Form 2) with the lessor/agent.
- the tenants may be boarders or lodgers. In this case, only the part of the law that relates to bonds will apply.

If any co-tenant who has contributed to the bond moves out, you'll need to fill in a *Change of Shared Bond Arrangement* (Form 6). This shows the RTA the new distribution of who has contributed to the bond. The lessor/agent also needs to sign this form. The RTA does not usually refund bond money until the tenancy has ended, so the tenant moving out is usually paid their share of the bond by the other tenants, or by the new tenant moving in.

Under the tenancy agreement, co-tenants mean that you each hold an equal share of the tenancy. As co-tenants you are each legally responsible for all the responsibilities in the agreement.

For example, if 3 people are co-tenants in a share house and one of the tenants dies, that tenant's share of the bond will belong to their estate, not to the 2 tenants who are left. If one tenant dies or leaves owing money for rent or damages, the other tenants are each responsible for the whole of the rent and damages.

If you want a sub-tenant to move in, you need to get written permission. Write to the lessor/agent explaining who you want to move in and when. The lessor/agent should then give their permission in writing. The lessor/agent cannot unreasonably withhold their permission but they might want to meet the new tenant.

The relationship between a head tenant and sub-tenant is the same as the relationship between a lessor/agent and tenant. If the head tenant accepts a bond from a sub-tenant, it must be lodged with the RTA within 10 days. The head tenant must also have a written agreement and complete an *Entry Condition Report* (Form 1a) with a sub-tenant.

If you are in a share house and you have a dispute about the bond or anything else relating to the tenancy, refer to pages 18-19 'Resolving disputes'.

All bonds must be lodged with the RTA, including bonds that one tenant pays to another tenant when they move into a share house, and bonds from head-leases. In a share house, the head tenant is responsible for lodging the bond of a sub-tenant. It is against the law for a head tenant not to lodge a sub-tenant's bond with the RTA.

### Fact sheet

For more information about share homes, co-tenancies, and sub-letting, look at the fact sheet on the RTA website [www.rta.qld.gov.au](http://www.rta.qld.gov.au) or call the RTA.

# Paying the rent

## Rent in advance

Most lessors/agents require tenants to pay their rent in advance. For example, you may pay rent every second Saturday to live in the place for the next 2 weeks. You will normally pay the first lot of rent before you move in. Rent in advance is not part of the rental bond. No matter how much rent you pay in advance, you cannot be asked to pay more rent until the rent paid in advance has been used up.

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

## Paying the rent

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

If you pay your rent in cash, your lessor/agent must give you a receipt. Keep the receipts in a safe place - they're your proof that you've paid the rent.

If you pay by cheque, the lessor/agent must give you a receipt if you ask for one. If you pay rent some other way (like direct transfer from your bank account, or over the phone with a credit card) you won't normally get a receipt for the money (but it will appear on your bank/credit card statements). However, 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 the rent record, the lessor/agent must give it to you within 7 days.

## If the rent goes up

The rent can't be increased during a fixed term agreement unless a special term in your tenancy agreement states that the rent can be increased. If your fixed term agreement allows for rent increases, the lessor/agent must give you at least 1 month's notice in writing before increasing the rent.

Sometimes, lessors will offer you a rent discount if you pay the rent before the due date. This is OK. However, lessors can't have an agreement with you where you'll get a discount if you don't damage the place or don't break the tenancy agreement. Also, you cannot be charged a fee if your rent is late.

The rent can be increased at the end of a fixed term agreement, or at any time during a periodic agreement. If the rent is being increased during a periodic agreement, the lessor/agent must give you at least 2 month's notice in writing. The written notice can be a letter saying how much the rent will increase by, and the day when you need to start to pay the increased rent.

If the rent goes up, the lessor/agent might also ask you to pay more rental bond. Notice of bond increase can only be given if it is at least 11 months since the last bond increase. One month's notice about the bond increase must be given. The extra bond must be lodged with the RTA using either a *Bond Lodgement* (Form 2) or *Part Payment of Rental Bond* (Form 7).

If you think that a rent increase during an agreement is excessive, refer to pages 18-19 'Resolving disputes'.



# Paying the rent

## Fact sheet

For more information about rent payments and other types of payments the lessor/agent can ask you to make, look at the fact sheet on the RTA website [www.rta.qld.gov.au](http://www.rta.qld.gov.au) or call the RTA.

## When the rent goes down

If something serious goes wrong with the place (like a part of it is destroyed or becomes unfit to live in), or if some service becomes unavailable for your use, you can ask your lessor/agent for a rent decrease. You can agree with the lessor/agent about the rent decrease, and if you need help negotiating refer to pages 18-19 'Resolving disputes'. If there is a dispute about a rent decrease you must continue to pay the rent stated on the agreement until the dispute is resolved.

## Other things you might have to pay

The lessor has to pay for any costs to set up your tenancy agreement and ensure that the property is in good condition. The lessor pays for the rates and insurance for the property (that is, insurance for the building, not for your belongings).

You will need to pay for any services connected to the property, like gas, electricity and telephone. You might need to arrange to have these services connected, and you might have to pay a security deposit to the supply company.

If you rent a unit or flat, you may find that only one bill for some services is sent to the entire building. This could happen because there is only one meter recording the entire building's use (of something like electricity) instead of everyone having their own meter. If this happens, your tenancy agreement must show how your share of the bill will be worked out.

The lessor/agent can only ask you to pay for water use if the property has an individual water meter. The lessor must pay for your reasonable water use, and can only charge you for extra water used above that amount. When you move in, you should record the water meter reading on the *Entry Condition Report* (Form 1a). You should agree with the lessor/agent about what 'reasonable' water use means, and include this as a term in the agreement. If you and the lessor/agent disagree about water charges, refer to pages 18-19 'Resolving disputes'.

The lessor/agent can ask you to pay for the costs that they incur 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 broken the agreement, the lessor/agent can claim money to cover the reasonable costs for re-letting the property. The lessor/agent cannot charge you a standard re-letting fee under the tenancy agreement, but they could charge you for lost rent or the cost of advertising for new tenants. The lessor can claim for the cost of a letting fee if they have to pay one to the agent. You may have to pay this fee. If you have a dispute about these costs, refer to pages 18-19 'Resolving disputes'.

## Fact sheet

For more information about water charging, look at the fact sheet on the RTA website [www.rta.qld.gov.au](http://www.rta.qld.gov.au) or call the RTA.



# During the tenancy

## Rights and responsibilities

All tenants and their lessors/agents are bound to comply with the law. It is important to understand your rights and responsibilities during the tenancy.

### Your rights:

- the premises are fit to live in, in a good state of repair and comply with health and safety regulations
- quiet enjoyment of the premises
- the premises are reasonably secure and that you get a key for each lock and
- vacant possession of the premises.

### Your responsibilities:

- pay the rent on time and in the way outlined in the tenancy agreement
- do not use the premises for any illegal purposes
- do not cause a nuisance or interfere with the reasonable peace, comfort, or privacy of a neighbour
- keep the premises and inclusions clean
- do not intentionally, maliciously or negligently damage, or allow someone else to intentionally, maliciously or negligently damage, the premises or inclusions
- report to the lessor/agent any damage to the premises
- abide by the terms of the tenancy agreement and any body corporate by-laws that apply
- be responsible for your guests' behaviour
- pay for charges as outlined in the tenancy agreement and
- use the premises mainly for residential purposes unless otherwise agreed.

### Lessor's/agent's rights:

- you pay the rent on time and in the way outlined in the agreement
- you pay for any damage caused by you or your guests
- you abide by the terms of the tenancy agreement
- you don't use the premises for any illegal purposes and
- you use the premises mainly for residential purposes unless otherwise agreed.

### Lessor's/agent's responsibilities:

- make sure the premises are clean and fit to live in at the start of the tenancy
- provide you with reasonable peace, comfort and privacy in the premises
- ensure the premises are reasonably secure and provide you with a key for each lock
- pay all charges, levies, premiums, rates and taxes payable for the premises
- cover the costs of preparing the tenancy agreement
- ensure compliance with laws regarding the health or safety of persons using or entering the premises
- maintain the premises and inclusions in good repair and
- keep any common area clean (where the premises include such an area).

# During the tenancy

## When the lessor/agent can visit

The lessor/agent should only enter your place at a reasonable time and only if they have a reason set out by law. These reasons are listed below. In most cases, the lessor/agent must give you notice in writing before visiting, using the *Entry Notice* (Form 9). If they give you the right amount of notice and they come at a reasonable time, you must allow entry. If you have

concerns about the entry, contact the lessor/agent immediately to discuss the matter. Refer to pages 18-19 'Resolving disputes'. If the lessor/agent doesn't give you enough notice or doesn't have a valid reason for entering, they are breaking their agreement with you.

Lawful purpose of entry	Minimum notice
To inspect the premises.	7 days (a maximum of 1 routine inspection every 3 months).
To carry out repairs or maintenance to the premises.	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. Must also have given a <i>Notice of Lessor's Intention to Sell</i> (Form 10) or a <i>Notice to Leave</i> (Form 12) or have received a <i>Notice of Intention to Leave</i> (Form 13).
To show the premises to a prospective tenant.	24 hours notice and a reasonable time has elapsed since the last entry for this reason. Must also have given a <i>Notice to Leave</i> (Form 12) or have received a <i>Notice of Intention to Leave</i> (Form 13).
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 Small Claims Tribunal.	As specified in the order.

## Looking after the place

The lessor/agent is responsible for keeping the place in a good condition. The lessor/agent might need to repair things while you're living there. You are responsible for caring for the property while you're living there. You must keep it clean. If something is broken or damaged, you shouldn't try to repair it yourself, but you must tell the lessor/agent about it as soon as possible, and discuss how it is to be repaired. If the breakage or damage is your fault or that of your guest you may be required to pay for the repairs.

If you ask the lessor/agent to fix something, they must do it within a reasonable time. If you were responsible for the damage, you'll have to pay. But if the damage was due to fair wear and tear, the lessor/agent will have to pay. (For example, if you break a window by throwing something through it,

you're responsible and you have to pay. But if a window breaks because the putty comes loose without your knowing, and the window falls out, that may be fair wear and tear and the lessor/agent may have to pay).

If the lessor/agent doesn't fix the problem, you can issue a *Notice to Remedy Breach* (Form 11) giving them at least 7 days to repair the damage. On the form, explain what the problem is, and ask the lessor/agent to fix it within 7 days (or longer if you wish). If the lessor/agent does not fix the problem within the time you stated refer to pages 18-19 'Resolving disputes'. If the damage is serious and you want to leave, you could issue a *Notice of Intention to Leave* (Form 13) (see page 16).

# During the tenancy

## Emergency repairs

The lessor/agent should include (in the tenancy agreement) information about what you should do in an emergency. The tenancy agreement will either say that you should contact a particular repairer to arrange for the problem to be fixed, or that you should contact the lessor/agent.

The law lists a variety of situations that are considered emergencies. These include a burst water service, a blocked or broken toilet, a serious roof leak, a gas leak, or a fault/damage that is likely to cause injury, undue inconvenience, or which makes the premises unsafe or insecure (like broken stairs, broken locks, or a serious electrical fault). 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 week's 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.

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 refer to pages 18-19 'Resolving disputes'. You should not stop paying the rent as a way to get the repairs done. The lessor/agent can apply to the Small Claims Tribunal if they think that they should not have to pay for the emergency repairs.

## Adding fixtures and doing work on the place

You should only install fixtures and fittings to the place (like window locks and security doors) with written permission from the lessor/agent. The lessor/agent should outline what changes have been approved and any terms to the agreement (like

whether you have the right to remove it when you leave).

The lessor/agent cannot unreasonably withhold their agreement if you ask to add a fixture to the place. If you think that the lessor/agent is being unreasonable, you could contact the RTA's Dispute Resolution Service. If you install a fitting or make a change to the place without getting the lessor/agent's agreement, the lessor/agent has two options:

- they can treat it as a breach of the tenancy agreement and go through the process for resolving a breach or
- they can tolerate the breach and accept it as an improvement to the premises that they will keep 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.

## If the lessor decides to sell

If the lessor decides to sell the property and will be seeking entry to show the place to prospective purchasers, they must inform you in writing, using the *Notice of Lessor's Intention to Sell Premises* (Form 10). On the form, the lessor should include details of how they're planning to sell the premises.

When the lessor/agent shows the property to prospective buyers, they must give you at least 24 hour's notice in writing before each entry, using the *Entry Notice* (Form 9). 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 your place to show it to a prospective buyer.

If you're on a fixed term agreement, the lessor/agent cannot make you leave because they decide to sell. You can stay until the end of your term, and the new owner will become your lessor. If you're on a periodic tenancy, and the purchaser requires vacant possession, the lessor/agent may issue you a *Notice to Leave* (Form 12) which must give you at least 4 week's notice after the signing of the contract for sale.

# Ending a tenancy

## At the end of a fixed term

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

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

### If you move out

If you decide to move out, you must give the lessor/agent a *Notice of Intention to Leave* (Form 13). If the lessor/agent wants you to move out, they must give you a *Notice to Leave* (Form 12). Either form must be given before the tenancy agreement ends and at least 14 day's notice must be given. The notice period can't end before the date when the tenancy agreement ends.

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'), but you do need to give the right amount of notice (14 days).

### If you stay under 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 indefinitely. 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 example, either you or the lessor/agent can decide to end the tenancy at any time as long as the right notice is given.

### If you stay under a new fixed term

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 ending 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 in any of the terms of the agreement other than the ending

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.

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.

## Ending the agreement

You might decide to end the agreement and move out:

- at the end of a fixed term agreement
- at any time during a periodic agreement
- because there is an unresolved problem with the tenancy - that is, the lessor/agent hasn't fixed a problem after you've issued a *Notice to Remedy Breach* (Form 11) and the breach is a breach of the agreement (see page 17 for more information)
- because the lessor/agent has broken the agreement in a serious way, and in the same way more than twice in a 2 year period, and you issued a *Notice to Remedy Breach* (Form 11) each time and they remedied the breach
- because a lessor/agent has not complied with a Small Claims Tribunal order or
- for some other reason covered by law (such as excessive personal or financial hardship).

**However, you must give the correct amount of notice see page 11.** In some instances you will need a Small Claims Tribunal order to terminate a tenancy (see page 19 - Applying to the Small Claims Tribunal).

### Fact sheet

For more information about what happens when a tenancy agreement ends, or continuing a fixed term agreement look at the fact sheets on the RTA website [www.rta.qld.gov.au](http://www.rta.qld.gov.au) or call the RTA.



# Ending a tenancy

The lessor/agent can ask you to move out:

- at the end of a fixed term agreement
- at any time during a periodic agreement, giving 2 month's notice
- because you have not complied with a *Notice to Remedy Breach* (Form 11) within the allowed period and the breach is a serious breach of the agreement
- because you have broken the agreement in a serious way and in the same way more than twice in a 2 year period and you were issued with a *Notice to Remedy Breach* (Form 11) each time and you remedied the breach in the remedy period
- because you have not complied with a Small Claims Tribunal order
- because the premises has been destroyed or made partly or completely unfit to live in
- because the premises cannot be used lawfully as a residence any longer
- because the lessor has entered into a contract to sell the premises with vacant possession while you are on a periodic agreement
- because there has been a Small Claims Tribunal order or
- for some other reason covered by law (such as excessive personal or financial hardship).

However, the lessor/agent must give you the correct amount of notice (see next column). A tenancy can also end at any time if both the lessor/agent and tenant agree in writing.

## Give the right amount of notice when you decide to leave

The minimum notice period for a *Notice of Intention to Leave* (Form 13) (the notice you give the lessor/agent if you want to move out) is:

- 7 days for an unremedied breach
- 7 days for non-compliance with a Small Claims Tribunal order
- the same day for non-livability
- 14 days for compulsory acquisition

- 14 days 'without grounds' (no reason) under a periodic agreement and
- 14 days or the end of the term (whichever is later) 'without grounds' under a fixed term agreement.

If you don't give the right amount of notice and use the right form, you may be subject to a claim for compensation from the lessor/agent.

## The notice period when the lessor/agent asks you to leave

The minimum notice period for a *Notice to Leave* (Form 12) (the notice given to you if the lessor/agent wants you to leave) is:

- 7 days for unremedied rent arrears
- 14 days for an unremedied general breach
- 7 days for non-compliance with a Small Claims Tribunal order
- the same day for non-livability
- 2 months for compulsory acquisition
- 4 weeks for a sale contract signed when you are on a periodic agreement
- 2 month's 'without grounds' (no reason) under a periodic agreement and
- 14 days or the end of the term (whichever is later) 'without grounds' under a fixed term agreement.

### 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](http://www.rta.qld.gov.au) or call the RTA.

# Ending a tenancy

## What happens when you move out

When you move out, both you and the lessor/agent will need to:

- make sure that the *Notice to Leave* (Form 12) or the *Notice of Intention to Leave* (Form 13) is given correctly (on the right form and with the right amount of notice)
- arrange a time with the lessor/agent to return the keys you were provided with at the start of the tenancy
- complete an *Exit Condition Report* (Form 14a) and
- arrange for the bond to be returned by completing and signing a *Refund of Rental Bond* (Form 4).

You should 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). Even if you move out before handover day, you must continue to pay rent. 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.

At the end of the tenancy agreement, your responsibility is to leave the place in the same condition as it was when you moved in, fair wear and tear excepted. While the law doesn't specifically mention the cleaning of carpets or pest control if you have pets, you might find that these are included as special terms in your tenancy agreement. If there are problems with cleaning carpets and pest control, discuss your concerns with a lessor/agent. Refer to pages 18-19 'Resolving disputes'.

## The exit condition report

The *Exit Condition Report* (Form 14a) is similar to the *Entry Condition Report* (Form 1a) that you completed when you moved in. It shows the condition of the place when you leave. You do not

have to agree with the lessor/agent's comments.

On handover day, you should complete the *Exit Condition Report* (Form 14a), giving 2 copies to the lessor/agent and keeping 1 copy for your records. Return the keys to the lessor/agent. The lessor/agent will then inspect the place and fill out their section of the *Exit Condition Report* (Form 14a). The lessor/agent must complete the *Exit Condition Report* (Form 14a) within 3 business days after receiving their copy from you. The lessor/agent will check that the place is clean, that you've moved all of your belongings out, and that the place is in the same condition as when you moved in (fair wear and tear excepted).

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) to your new address. 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.



# Ending a tenancy

## Abandoned premises

If the lessor/agent has good reasons to believe that you've abandoned the place and they want to enter to inspect it, they must issue an *Entry Notice* (Form 9) giving 24 hour's notice that they will enter the property. The notice should be sent to the premises.

If, after inspecting the place, the lessor/agent believes on reasonable grounds that the place is abandoned, they can issue an *Abandonment Termination Notice* (Form 15) or they could apply to the Small Claims Tribunal for the place to be declared abandoned. If the lessor/agent issues an *Abandonment Termination Notice* (Form 15), you have 7 days to dispute the notice. If you don't dispute the Notice by applying to the Small Claims Tribunal within 7 days, the tenancy agreement comes to an end.

If the tenancy agreement comes to an end because an *Abandonment Termination Notice* (Form 15) expired, and you were unable to dispute the notice in the Small Claims Tribunal for some reason, you can apply to the Small Claims Tribunal for some compensation if you believe the *Abandonment Termination Notice* (Form 15) was given without reasonable grounds. You must apply to the Small Claims Tribunal within 28 days after the *Abandonment Termination Notice* (Form 15) was issued. It's a good idea to contact one of the organisations listed in the back of this booklet for advice.

If an *Abandonment Termination Notice* (Form 15) has been served, the RTA cannot accept or process a *Refund of Rental Bond* (Form 4) until that *Abandonment Termination Notice* has expired.

## Goods that are left behind

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

If you leave behind personal documents, the lessor/agent must give them to you within 7 days. If the lessor/agent can't contact you, they must give your documents to the local Office of the Public Trustee within 7 days.

If you leave behind other goods, the lessor/agent can sell them or dispose of them if:

- they are worth less than \$1,300
- storing them would be unsafe
- storing them would substantially reduce their value or
- the cost of moving and storing them is more than the proceeds from selling them.

If the things that you leave behind do not fit under one of these categories, the lessor/agent must store them for at least 1 month. They must then follow a set procedure for selling them by auction.

The lessor/agent can keep money from the sale equivalent to the reasonable costs of removing, storing, and selling the goods, and then give any money that is left to the Public Trustee. They may also apply to the Small Claims Tribunal to have the sale proceeds applied to rent or other money owing to the agreement.

If you ask in writing for the things to be returned to you before the sale, the lessor/agent must do so. You will have to pay for the reasonable costs of moving and storing the things. A lessor/agent cannot take your goods to make you pay other money such as rent. If you have a dispute with the lessor/agent about any goods that you leave behind, you can apply directly to the Small Claims Tribunal. If the lessor/agent does not deal with your things properly, you can make a complaint to the RTA.

### Fact sheet

For more information about abandoned premises and goods that are left behind, look at the fact sheet on the RTA website [www.rta.qld.gov.au](http://www.rta.qld.gov.au) or call the RTA.

# Getting the bond refunded

The quickest and easiest way to get a bond refund is to talk to the lessor/agent and reach an agreement about how the bond is to be paid out and for both parties to then sign the *Refund of Rental Bond* (Form 4). Most bond refunds are agreed to, allowing the bonds to be paid to the parties in the quickest possible time.

## Rental bond refund process

Complete *Refund of Rental Bond* (Form 4) available from the RTA website, RTA's Forms Distributor, authorised Australia Post Offices or the RTA office. Do the tenant/s and lessor/agent agree on how the tenant's bond is to be refunded?

**YES**

All parties sign  
*Refund of Rental Bond* (Form 4)

### Payment methods

Indicate on the form how the refund is to be paid.

- Direct credit - after receipt at RTA, paid to your bank account the next day.
- RTA refund by cheque. Send the form to the RTA and a cheque will be posted.
- Post Office - refund in cash - present the form to the Post Office. Processing time applies.

If agreement is reached an agreed *Refund of Rental Bond* (Form 4) should be signed by both parties.

**NO**

Either party completes and signs *Refund of Rental Bond* (Form 4) and posts it to the RTA.

RTA will process first *Refund of Rental Bond* (Form 4) received and notify other party/ies of claim on bond and give opportunity to dispute by the date on the notice.

### DISPUTED?

**YES**

The RTA's Dispute Resolution Service will try to help sort out the disagreement.

**NO**

The RTA will refund the bond as directed on the first *Refund of Rental Bond* (Form 4) received if there is no response from the other party by the given date.

- If no agreement is reached, the RTA will send a notice to the party/ies who disputed the claim.
- If the party who receives the notice wishes, they may apply to the Small Claims Tribunal (SCT) for a decision. They must lodge a copy of the SCT receipt with the RTA within 7 days.
- If no SCT application is lodged the RTA will refund the bond as directed on the first form received.

Small Claims Tribunal hearing - see the RTA's publication "A Guide to Handling Tenancy Disputes in the Small Claims Tribunal".

# If something goes wrong

If something goes wrong between you and the lessor/agent, there are steps that you must follow. The steps involved in solving problems are designed to protect both you and the lessor/agent. If you don't follow them, the whole process could take a long time and you could even be fined if you do not follow the correct steps. If something goes wrong, it's a good idea to get some advice from one of the organisations listed in the back of this booklet.

## What if you don't pay the rent on time?

If you fall more than 7 days behind in the rent, the lessor/agent can give you a *Notice to Remedy Breach* (Form 11), giving you 7 days to pay whatever is owing.

If you pay the rent within 7 days, your tenancy agreement will continue. If you don't pay the rent within 7 days, the lessor/agent can give you a *Notice to Leave* (Form 12), giving you at least 7 days to move out. You then need to move out within these 7 days, or pay the rent and ask if you can stay. If you don't move out within 7 days, the lessor/agent can apply directly to the Small Claims Tribunal to get an order to make you leave.

If you pay all the rent after you've received a *Notice to Leave* (Form 12), you can ask the lessor/agent if you can stay in the place. You should do this in writing, explaining that you have paid all the rent and 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 you break the agreement?

If you break the agreement in some way (such as by damaging something and not repairing it, or being a continual nuisance to the neighbours), the lessor/agent can give you a *Notice to Remedy Breach* (Form 11). On the form, the lessor/agent will explain how you have broken the agreement. You then have at least 7 days to fix the problem.

If you don't fix the problem within the time allowed, the lessor/agent can either give you a *Notice to Leave* (Form 12) (giving you 14 day's notice to leave) or apply to the RTA's Dispute Resolution Service for help to solve the problems.

## What if you don't agree about the problem?

If the lessor/agent gives you a *Notice to Remedy Breach* (Form 11) claiming that you have broken the tenancy agreement in some way, and you don't agree that there is a serious problem, or if you think that it's not a problem, you have a right to challenge the lessor/agent. Refer to pages 18-19 'Resolving disputes'.

## What if you don't leave after being given a *Notice to Leave*?

If you don't move out on handover day (the day stated on the *Notice to Leave* (Form 12) as the day when you should leave) after you have been given a *Notice to Leave* (Form 12), the lessor/agent can apply directly to the Small Claims Tribunal for a termination order and a *Warrant of Possession*. The lessor/agent must apply to the Small Claims 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 the property without a *Warrant of Possession*.

If the Small Claims Tribunal decides the case in the lessor's favour, the lessor/agent will be given a termination order and the Small Claims Tribunal 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 you break the agreement more than twice?

If you break the agreement in a serious way and in the same way more than twice in a 2 year period, and the lessor/agent gives you a *Notice to Remedy Breach* (Form 11) each time and you remedy the breach each



# If something goes wrong

time within the remedy period, the lessor/agent can apply directly to the Small Claims Tribunal to ask you to leave if you break the agreement in the same way a third time.

For example, if you fall more than 7 days behind in rent, the lessor/agent can issue you with a *Notice to Remedy Breach* (Form 11) giving you 7 days to pay the rent. If you pay the rent, the tenancy agreement will continue. But if this happens more than twice in a 2 year period, the lessor/agent can apply directly to the Small Claims Tribunal to end the tenancy agreement without giving you a *Notice to Leave* (Form 12). The Small Claims Tribunal might also make an order for you to pay compensation. However, the lessor/agent is not obliged to apply to the Small Claims Tribunal, and the tenancy agreement could continue if you and the lessor/agent agree.

If you break the tenancy agreement, or are given a *Notice to Leave* (Form 12), you are still responsible for paying the rent until the day you leave.

## What if the lessor breaks the agreement?

If the lessor/agent breaks the tenancy agreement in some way (such as by failing to do routine maintenance when you ask), you can issue the lessor/agent with a *Notice to Remedy Breach* (Form 11). On the notice, explain how the lessor/agent has broken the agreement.

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

If the lessor/agent doesn't fix the problem within 7 days, and the problem is a breach of the agreement, you can give the lessor/agent a *Notice of Intention to Leave* (Form 13), giving 7 day's notice that you will end the agreement. You should continue to pay rent until you leave.

If the lessor/agent doesn't fix the problem within 7 days, but you want to stay living in the place, refer to pages 18-19 'Resolving disputes'.

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 Small Claims Tribunal would decide this. It is important that you do not take the matter into your own hands by paying less rent or no rent. If you do this you are breaking the tenancy agreement and you could be given a *Notice to Leave* (Form 12).

If the lessor/agent breaks the agreement in the same serious 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, you can apply directly to the Small Claims Tribunal to end the tenancy if the lessor/agent breaks the agreement in the same way for a third time.

## Other issues that may end the agreement

The law allows either the lessor/agent or tenant to apply to the Small Claims Tribunal for an order to end their agreement:

- in cases of excessive hardship
- because the lessor/agent believes then tenant will cause damage or injury to the premises or to other people allowed on the premises
- because the tenant believes the lessor/agent will cause damage or injury to the premises or to other people allowed on the premises or
- because the tenant or lessor/agent has behaved objectionably, e.g. either through intimidation or verbal abuse.

In these circumstances, the tenant and lessor/agent may apply directly to the Small Claims Tribunal to end

# If something goes wrong

the agreement. Alternatively the tenant or lessor/agent may wish to negotiate another outcome. Refer to pages 18-19 'Resolving disputes'.

If a tenant dies, has their tenancy terminated, or ceases to occupy the place for some other reason, a co-tenant, spouse, or other occupant can apply to the Small Claims Tribunal and seek to be recognised as the tenant. If this happens, it's a good idea to call one of the organisations listed in the back of this booklet for advice.

## Retaliatory eviction

If the lessor/agent retaliates against you by giving you a *Notice to Leave* (Form 12) without ground, because you have enforced your rights, you can apply directly to the Small Claims Tribunal to have the notice set aside. You must apply to the Small Claims Tribunal within 4 weeks of getting the *Notice to Leave* (Form 12).

For example, if you ask the lessor/agent to fix something by following the steps discussed on pages 8 and 9, and you believe the lessor/agent gives you a *Notice to Leave* (Form 12) because you've asked them to fix something, the lessor/agent is retaliating against you because you have enforced your rights. If you want to stay in the place, you can apply directly to the Small Claims Tribunal.

### Fact sheet

For more information about your tenancy rights in cases of domestic violence, look at the fact sheet on the RTA website [www.rta.qld.gov.au](http://www.rta.qld.gov.au) or call the RTA.

## What if I am listed on a tenant database?

New laws regarding the listing of tenants on tenant databases commenced in Queensland on August 1 2003.

The new laws state that you can only be listed on a tenant database if you are named on the tenancy agreement and the tenancy agreement has ended.

You can only be listed on a database if you owe the lessor money that exceeds your rental bond, and one of the following circumstances applies to you:

- You owe money to the lessor under an RTA conciliation agreement or Tribunal order, or
- You have been 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.

You can also be listed on a tenant database for objectionable behaviour or repeated breaches, but only if the Tribunal terminated your tenancy agreement for those reasons.

A lessor or agent cannot list you on a tenant 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 that you have been listed, you can:

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

If you believe the listing does not meet approved criteria, you have six months from becoming aware of a 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.

# Resolving disputes

The following guide may be useful in resolving disputes.

## 1. Know your rights and responsibilities

It is important to know your rights and responsibilities and how the law applies to your situation. For example, check your agreement, read through this booklet or look up the RTA website.

## 2. Communicate

- Talk to each party involved as soon as an issue becomes a concern.
- Express your views clearly, and listen to what the other person has to say. Try to understand their point of view, even if you don't agree.
- Check that you both understand what the problem is about.
- If the problem seems overwhelming, try breaking it down into smaller, more manageable pieces.
- Explore a range of options to best resolve the matter, including what you are prepared to do.
- It may be useful to put your communication in writing to the other party and to keep a record for yourself.

## 3. Ask for advice

Seek help before your concern escalates. You can get information or advice from a range of agencies, including the RTA, Tenant Advice and Advocacy Services and the Tenants' Union (see page 20 for details).

## 4. Keep records

It is wise to keep a written record of your discussions and to photocopy any forms you give to the lessor or agent.

## 5. Set realistic goals for reaching an agreement

Be realistic about what you can achieve in resolving the matter.

Ask yourself:

- What is a satisfactory outcome?
- What can I and the other parties live with?
- What is unacceptable?

## Applying to the Dispute Resolution Service

If you are unable to agree after following the above guide, you can apply to the RTA's Dispute Resolution Service (the Service) within 6 months of becoming aware of the issue.

The Service helps tenants and lessors/agents to negotiate a resolution to a dispute. The Service is free and can provide:

- information about the law and how the law relates to your particular problem
- a telephone 'shuttle' negotiation service
- conferences between you and the lessor/agent either face to face or on the telephone.

The Service may be able to resolve a problem with just a few telephone calls. It is important to note that the Service will not make a decision, it will assist you and the lessor/agent in resolving the issue.

Agreements made through the Service are written down. These agreements become part of your tenancy agreement and the Small Claims Tribunal (SCT), if necessary, can enforce them.

Except in cases defined as 'urgent' by the law, you can only apply to the SCT if the dispute can't be resolved through the Service.

To apply for dispute resolution, fill out a *Dispute Resolution Request* (Form 16) and send it to the RTA.

Forms are available from the RTA's website **[www.rta.qld.gov.au](http://www.rta.qld.gov.au)**, RTA Forms Distributor, authorised Post Offices in Queensland and from the RTA's office in Brisbane. An officer from the RTA will contact you to arrange for the dispute to be discussed.

# Resolving disputes

## Applying to the Small Claims Tribunal (SCT)

When a dispute between a tenant and lessor/agent can't be resolved with help from the Dispute Resolution Service (the Service), or it falls under the category of an urgent application as defined by the law (see below), either the tenant or lessor/agent can apply to have the dispute heard by the SCT.

The SCT is an informal court. The referee listens to both sides of the case, assesses any evidence provided, and makes a decision about the dispute.

## Urgent cases

Most problems that happen during tenancies are not treated as urgent under the law, and the tenant and lessor/agent should try to solve the problem either themselves or through the Service. However, in cases that are defined as urgent by the law, you or the lessor/agent can apply directly to the SCT.

The law identifies cases that are considered urgent. They include:

- termination orders for: failure to leave after a *Notice to Leave* (Form 12) or *Notice of Intention to Leave* (Form 13) has expired; excessive hardship of the lessor/agent or the tenant; damage to the place by the tenant; damage to the tenant's belongings by the lessor/agent; injury to the lessor/agent by the tenant or to the tenant by the lessor/agent; repeated breaches (the same breach repeated more than twice in a 2 year period)
- to restrain a person from causing damage or injury when an application for termination is made on the same grounds
- for the lessor/agent to make repairs for health or safety reasons
- 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

- if the tenant disputes a *Notice to Leave* (Form 12) given in retaliation for the tenant exercising their rights
- if a tenant disputes the lessor/agent giving an *Abandonment Termination Notice* (Form 15)
- the tenant asking for a re-hearing of a decision by the SCT to declare a place abandoned
- the lessor/agent applying for costs or expenses from sale of a tenant's goods that were left behind
- the tenant or other person applying for compensation because they are dissatisfied with how the lessor/agent dealt with goods that were left behind or
- to determine whether an agreement is covered by the *Residential Tenancies Act 1994*.

If you need to apply to the SCT to resolve an urgent case, it's a good idea to get some advice from one of the organisations listed in the back of this booklet or look at the information booklet **"Handling Tenancy Disputes in the Small Claims Tribunal"** available from the RTA's website [www.rta.qld.gov.au](http://www.rta.qld.gov.au) or your local Magistrates Court.

## Making a complaint about offences

If you or the lessor/agent do not meet certain responsibilities described in the law, it may be an offence. If you think that an offence under the *Residential Tenancies Act 1994* has been committed, call the RTA and ask for a Complaint Kit to be sent to you.

When submitting a formal complaint 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 your lessor/agent didn't lodge your bond money with the RTA. The complaints process is completely separate to the dispute resolution process.

# Further information

## Contacts and resources

### Residential Tenancies Authority

33 Herschel Street, Brisbane  
Post: GPO Box 390, Brisbane Q 4001  
Phone: 1 300 366 311

Website: [www.rta.qld.gov.au](http://www.rta.qld.gov.au)

The RTA administers the *Residential Tenancies Act 1994*. The RTA assists tenants, lessors/agents in the following ways:

- rental bond management
- providing free tenancy information
- delivering community education services and resources throughout Queensland
- investigating and prosecuting offences under the Act when appropriate
- providing industry research data
- reviewing the Act to ensure it evolves with the needs of clients and
- offering a free dispute resolution service and conciliation conferencing facilities.

The RTA collects information necessary for the provision of these services, and only releases personal information to organisations where there is a statutory obligation to do so.

### 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 time of printing. These services are listed in the White Pages under "Tenancy Advice".

### Brisbane Region

Inner Northern Suburbs	(07) 3358 3951
Inner Southern Suburbs	(07) 3844 9814
Logan/Albert/Beaudesert	(07) 3208 8736
North Region	(07) 3888 3577
Outer Northern Suburbs - Stafford	(07) 3857 8686
Outer Northern Suburbs - Albion	(07) 3262 9555
Outer Southern Suburbs	(07) 3277 7583
Wynnum/Manly/Redlands	(07) 3893 0016

### Regional Queensland

Atherton Tablelands	(07) 4091 3128 1800 652 777
Bowen	(07) 4786 3735
Bundaberg and Surrounds	(07) 4153 2957
Cairns and Surrounds	(07) 4031 6733
Gladstone and Region	(07) 4976 6360
Gold Coast North	(07) 5591 1102
Gold Coast South	(07) 5598 3230
Gympie and South Burnett	(07) 5482 7623
Hervey Bay/Maryborough	(07) 4124 1523
Ipswich and Surrounds	(07) 3281 5409
Mackay	(07) 4957 6334
Mt Isa/North West Region	(07) 4743 9659 1800 671 202
Rockhampton/Central Highlands	(07) 4922 7411
Roma and District	(07) 4622 3644 1800 620 663

Sunshine Coast	(07) 5476 0555
Toowoomba and Surrounds	(07) 4616 9707
Townsville and Surrounds	(07) 4772 5617 1800 772 561
Whitsunday	(07) 4946 6449

### Other organisations that provide information to tenants

Tenants' Union of Queensland	(07) 3257 1108 1800 177 761
Tenants' Union of Queensland (North Qld Office)	(07) 4031 3194

### Crisis Accommodation Information

Lifeline	131 114
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### Translating services

Translating & Interpreting Services	131 450
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### 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](http://www.rta.qld.gov.au)), or via the RTA's faxback service. A selection of forms are available from official Post Offices around Queensland or from the RTA's distributor on 1 300 136 939 or fax (07)3216 2258 or email [RTAForms.qld@auspost.com.au](mailto:RTAForms.qld@auspost.com.au)

Form 1a	Entry Condition Report (General Tenancies)	Form 15	Abandonment Termination Notice
Form 1b	Entry Condition Report (Moveable Dwellings)	Form 16	Dispute Resolution Request
Form 2	Bond Lodgement	Form 17a	Renting in Queensland - Your rights and responsibilities as a tenant in general tenancies (this booklet)
Form 3	Transfer of Bond	Form 17b	Renting in Queensland - Your rights and responsibilities as a tenant in moveable dwelling tenancies
Form 4	Refund of Rental Bond	Form 18a	Tenancy Agreement (General Tenancies)
Form 5	Change of Lessor or Lessor's Agent	Form 18b	Tenancy Agreement (Moveable Dwellings)
Form 6	Change of Shared Bond Arrangement		
Form 7	Part Payment of Rental Bond		
Form 8	Lessor's Agent Signature Record		
Form 9	Entry Notice		
Form 10	Notice of Lessor's Intention to Sell Premises		
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 14b	Exit Condition Report (Moveable Dwellings)		

The RTA produces a range of fact sheets that address specific aspects of residential tenancy law. They can be downloaded from the RTA's website ([www.rta.qld.gov.au](http://www.rta.qld.gov.au)).





*residential  
tenancies  
authority*

**GPO Box 390, Brisbane 4001  
33 Herschel St, Brisbane  
Phone: 1300 366 311  
Website: [www.rta.qld.gov.au](http://www.rta.qld.gov.au)**

The legislation is the key source material, and takes precedence over the information statement, should there be any inconsistency.



**Queensland  
Government**

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