residential tenancies authority

1300 366 311
rta.qld.gov.au

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, 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

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.*

Welcome

to your new home

Please take a few minutes to read this guide which explains some of the basic rules of renting in Queensland.

If you need extra information you can download more detailed renting guides from our website.

Your new details

Lessor/agent's name and contact details: .....

.....

Bond number: .....

Tenancy ends: .....

Emergency repairs contact: .....

Moving in

Tenancy agreement

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

You and the lessor/agent 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 lessor/agent must not hold your bond. Once the bond is paid the lessor/agent must give you a receipt and complete a *Bond lodgement* (Form 2) which you must sign. The lessor/agent must lodge the bond with the RTA within 10 days. 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 12 months since the last increase and you must be given 1 month's notice. Extra bond money must be lodged with the RTA.

Rent

Generally you will be asked to pay rent in advance before, or when, you move in. You can't be asked to pay more rent until it has been used up.

- 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

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).

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.

Water usage

You can be charged full water consumption costs only if the lessor meets a specific set of conditions. Visit our website for more details.

Electricity/gas/phone/internet

Check your tenancy agreement – in most cases you will need to arrange connection.

Entry condition report

The lessor/agent must give you an *Entry condition report* (Form 1a).

It records the condition of the property at the start of the tenancy and is an important document if there is a dispute about the condition of the property when you move out. You must complete it and return a signed copy to the lessor/agent within 3 days. The lessor/agent must give you a copy of the final report within 14 days.

During a tenancy

Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. 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.

Repairs

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

Fixtures

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.

What to do in an emergency

If 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 give all receipts to the lessor/agent who must pay you back within 7 days. Keep copies of all receipts. Check your agreement to clarify what is meant by an emergency repair.

Smoke alarms

By law, owners of all houses and units in Queensland must install at least one working smoke alarm. You and the lessor/agent have responsibilities regarding any smoke alarms on the property. Visit fire.qld.gov.au for more details.

Inspections and viewings

Routine inspections are often 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 also need to enter the property for repairs or a viewing if it is being put up for sale. In most cases they must give you an *Entry notice* (Form 9) before they can enter. However, the lessor/agent may enter in an emergency or if you verbally agree with the entry. Entry must occur at a reasonable time. Visit our website for more details.

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.

Resolving problems

Good communication is the key to resolving most problems. Find out your rights and responsibilities and 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 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 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 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 (e.g. a rent increase you think is excessive) you can dispute it but only after you've signed the new agreement.

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.

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 lessor/agent 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. You may have to pay for carpet cleaning or pest control if they are included in the special terms of your tenancy agreement.

Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you are still responsible for compensating the lessor/agent for lost rent until another tenant can be found or until the tenancy ends. You may also be liable for other costs such as the cost of re-letting the property and advertising.

Exit condition report

The *Exit condition report* (Form 14a) should be completed by you. It shows the condition of the property when you leave. If possible you should try to arrange a final inspection with your lessor/agent.

The lessor/agent 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 lessor/agent for rent, damages or other costs. You can apply to have your bond money returned on, or after, handover day. Providing the RTA with your forwarding address and bank account details will ensure your bond refund is not delayed.

If you and the lessor/agent agree at the end of the tenancy

You and the lessor/agent 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. The fastest way to get your bond back is to provide the RTA with your bank details so it can be deposited into the correct account.

If you and the lessor disagree

You or the lessor/agent can submit a bond refund form. The RTA will then send the other person a *Notice of claim* and a *Dispute resolution request* (Form 16). If the RTA does not receive a response within 14 days, the bond will be paid out, as directed, by whoever first lodged the bond refund form.

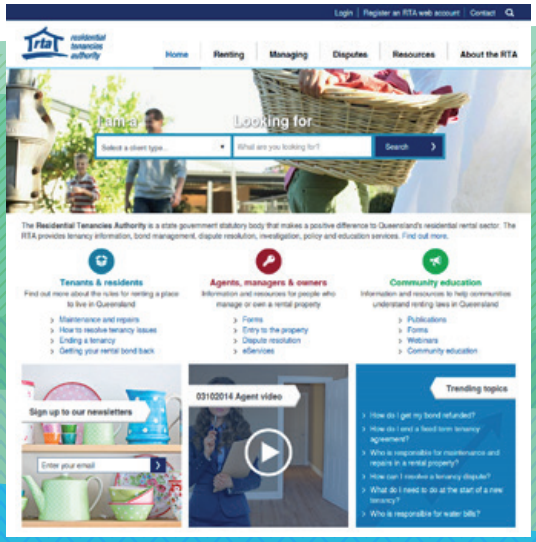
If they do respond, the RTA dispute resolution service will try to help resolve the disagreement. If agreement is reached, you and the lessor/agent sign the bond refund form and the bond is paid out as agreed.

If agreement is not reached, the person who lodged the dispute resolution request form 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 within 7 days, the RTA will pay the bond as directed by the person who first lodged the bond refund form.

Tenancy matters

we're here to help



Visit our **website**

rta.qld.gov.au

Call us

1300 366 311

Making a positive difference

in Queensland

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 Queensland

w tenantsqld.org.au
t 1300 744 263

Contact us

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

rta residential tenancies authority

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Information Statement

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