

Fact sheet



Information on renting rooming accommodation

Ending a Rooming Accommodation Agreement

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) gives rules for ending a *Rooming Accommodation Agreement* (Form R18) in rooming accommodation such as boarding houses, hostels, off-campus student accommodation and other rooming style accommodation covered by the Act in Queensland.

Ending a Rooming Accommodation Agreement (Form R18)

Rooming Accommodation Agreements (agreements) are legal contracts which can only be ended in accordance with the Act. An agreement can only end where:

- the provider/agent and the resident end the agreement in writing
- the provider/agent gives the resident a *Notice to Leave* (Form R12) – the agreement ends on the day the resident leaves
- the resident gives the provider/agent a *Resident Leaving Form* (Form R13) – the agreement ends on the date stated in the notice
- a resident has abandoned their room and their rent has been used up
- a sole resident dies, or
- the Tribunal makes an order terminating the agreement.

If there is a fixed term agreement in place and the term has ended and a *Notice to Leave* (Form R12) or *Resident Leaving Notice* (Form R13) has not been given, the agreement will continue to operate as a periodic agreement with the same conditions as the original agreement.

How much notice must be given?

The amount of notice required depends upon the reason the agreement is ending.

Reasons for ending an agreement

Agreements can only be ended for reasons allowed under the Act, giving the required notices and time periods.

- **Without grounds**

If no reason is given for ending the agreement, this is called 'without grounds'.

A provider/agent can end a periodic agreement without grounds by giving at least 30 days notice to the resident. The provider/agent can end a fixed term agreement without grounds only at the end of the term and not less than 14 days after the notice was given.

A resident can end a periodic agreement without grounds by giving at least 7 days notice to the provider/agent. The resident can end a fixed term agreement without grounds only at the end of the term and not less than 7 days after the notice is given.

- **Where there has been a general breach of the agreement**

If either the provider/agent or resident has breached a condition of the agreement, a *Notice to Remedy Breach* (Form R11) can be issued to the other party. If the problem hasn't been fixed by the due date or has been repeated before the due date, the provider/agent or resident issuing the notice can choose either to ignore the breach and continue the agreement, or to proceed to end the agreement.

If the party chooses to end the agreement because the breach has not been fixed by the due date:

- a provider/agent may issue a *Notice to Leave* (Form R12), or
- a resident may issue a *Resident Leaving Form* (Form R13).

The provider/agent's *Notice to Leave* (Form R12) must give at least 2 days notice. The

resident's *Resident Leaving Form* (Form R13) must give at least 7 days notice.

The provider/agent may withdraw the *Notice to Leave* (Form R12) at any time.

- **Where there has been a breach for non-payment of rent**

When an agreement is to be ended because of rent arrears and the resident hasn't paid the rent by the time indicated on the *Notice to Remedy Breach* (Form R11), the provider/agent can give the resident a *Notice to Leave* (Form R12).

If the resident has been there for less than 28 days, they can be asked to leave immediately. If they have been a resident for more than 28 days, the *Notice to Leave* (Form R12) must allow at least 4 days for the resident to leave.

The provider/agent may withdraw the *Notice to Leave* (Form R12) at any time.

- **Where there has been a serious breach of the agreement**

A provider/agent may give a resident a *Notice to Leave* (Form R12) requiring the resident to leave the premises immediately if they believe the resident has committed a serious breach of the agreement.

This could occur if:

- the resident has used their room or common rooms for an illegal purpose, or
 - the resident, or their guest, has:
 - destroyed or seriously damaged a part of the premises
 - endangered another person within the premises, or
 - significantly interfered with the reasonable peace, comfort or privacy of another resident.
- **If a sole resident dies**

The agreement ends 2 weeks after a resident's death if no notice is given to the provider/agent by the resident's personal representative or relative, or no notice is given by the provider/agent to the representative or relative.

If a notice is given, the agreement ends 7 days after the notice is received or on the day agreed on the notice.

Other reasons for ending an agreement

The Act allows agreements to be ended for other reasons, including:

- **non-livability** – the resident or provider/agent can end the agreement if the property is totally or partially destroyed, or can no longer be used as a residence
- **end of employment** – where the resident occupies rooming accommodation under the terms of employment and that employment ends
- **abandoned premises** – where the provider/agent believes the resident has abandoned their room and the rent paid has run out, or
- **mortgagee in possession** – where a mortgagee (such as a bank or financial institution) is to take possession of the premises from the owner.

There are rules that must be followed when ending an agreement for these reasons.

Unfair ending of an agreement

An agreement cannot be ended by a provider/agent 'without grounds' because the resident has used their lawful rights such as complaining to a government entity about the actions of a provider/agent.

A resident may lodge a *Dispute Resolution Request* (Form R16) with the RTA where they believe a provider/agent has unfairly given them a *Notice to Leave* (Form R12).

The RTA encourages residents and providers/agents to try to solve problems themselves by talking to each other and finding out about their rights and responsibilities before going to the RTA's Dispute Resolution Service.

Power to remove a resident

If the provider/agent has ended the agreement and the resident refuses to leave the premises, they may use reasonable force to remove the resident and their property, but **only in the presence of a police officer**.

Applying to the Tribunal

In certain circumstances, residents and providers/agents have the option of applying straight to the Tribunal without using the RTA's Dispute Resolution Service first. This is called an 'urgent application'.

Some applications that are considered 'urgent' are:

- the resident has not left by the date written on a *Notice to Leave* (Form R12) or a *Resident Leaving Form* (Form R13)
- the resident is experiencing excessive hardship (like money problems or a job transfer) and wants to end the agreement before the end date
- the provider/agent or the resident needs an order to stop an agent from causing damage or injury to other people or the premises.

Disputes about rental bonds, rent arrears or a general disagreement are not considered 'urgent' and the applicant must lodge a *Dispute Resolution Request* (Form R16) with the RTA before applying to the Tribunal for a decision.

Further information

For more information contact the Residential Tenancies Authority on 1300 366 311.

Accessing RTA forms

The RTA's approved forms can be obtained by:

- visiting the RTA website at www.rta.qld.gov.au
- calling the RTA on 1300 366 311
- visiting the RTA offices at 33 Herschel St, Brisbane
- faxing a *Request for Forms* to 3216 2258
- calling the RTA's Forms Distribution Service on 1300 136 939
- posting a *Request for Forms* to the Forms Distributor: Post Logistics, 52-54 Qantas Dr, Eagle Farm 4009.

A selection of the most commonly used forms are also available at Australia Post outlets around Queensland.



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

Disclaimer

This Fact Sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 is the primary source on the law and takes precedence over this information should there be any inconsistency between the Act and this Fact Sheet.

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