

Property managers/owners quick guide: what do 1 October 2022 rental law changes mean for me?

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the law that governs renting a residential property to live in Queensland.

From 1 October 2022, several changes to Queensland's tenancy laws will be introduced, which include:

1. new laws around ending tenancies
2. new framework for negotiating renting with pets
3. introduction of repair orders, and
4. other important amendments related to tenancy obligations.

The RTA is here to help you navigate the new rules and understand how they impact you and your tenants.

1. New laws around ending tenancies

Existing reasons to end a fixed term or periodic tenancy, such as non-liveability or unremedied breach, will still remain. However, from 1 October 2022, the option to end a periodic tenancy 'without grounds' – meaning without a specific reason – will no longer be available.

New reasons property managers/owners can give to end a tenancy will include:

- end of a fixed term agreement
- preparing the property to sell, or sale of the rental property with vacant possession
- the owner or their relative moving in
- change of use of property
- significant repairs or renovations
- demolition or re-development
- premises used for State Government program

If there has been a serious breach at the rental property, the property manager/owner can also make a non-urgent application for a termination order from the Tribunal to end the tenancy.

For the most up-to-date information on timeframes applicable when serving notices to leave based on the new reasons, please check the [RTA website](#) from 1 October 2022.

2. New framework for negotiating renting with pets

The new framework to negotiate renting with a pet will apply to all tenancies from 1 October 2022 and does not apply during the rental application process.

From 1 October 2022, if your tenant wishes to keep a pet during their tenancy, they must complete the approved RTA form 'Request for approval to keep a pet in rental property' and submit it to you.

Once you have received the request, you must respond in writing with your decision within 14 days.

If you approve of the pet, you may specify reasonable conditions in your response for keeping the pet.

- An example of a reasonable condition would be for the tenant to arrange professional fumigation of the property at the end of their tenancy if the pet is capable of carrying parasites.

If you refuse the pet, you must specify a reason that is outlined in the legislation for the refusal.

The reasons for refusal could be:

- Keeping the pet would exceed a reasonable number of animals being kept at the premises.
- The premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another item necessary to humanely accommodate the pet.
- Keeping the pet is likely to cause damage to the premises and in addition could or would be likely to result in damage that could not practically be repaired for a cost less than the rental bond for the premises.

- Keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous.
- Keeping the pet would contravene a law.
- Keeping the pet would contravene a body corporate by-law, house rules or park rules applying to the premises.
- The tenant has not agreed to the reasonable conditions proposed by the lessor for approval to keep the pet.
- The animal stated in the request is not a pet.
- If the premises is a moveable dwelling premises, keeping the pet would contravene a condition of a licence applying to the premises.
- Other grounds prescribed by regulation.

3. Introduction of repair orders

(does not apply to short term moveable dwellings and rooming accommodation)

Property managers/owners and tenants are encouraged to talk to each other and work together to resolve issues. If the matter remains unresolved, the tenant may issue you a [Notice to remedy breach](#) (Form 11) and follow the process.

From 1 October 2022, tenants can apply for a repair order from the Queensland Civil and Administrative Tribunal (QCAT) if routine or emergency repairs are not addressed in a reasonable timeframe.

Any repair order issued will be attached to the property and not to the tenancy. You will be responsible for complying with the order by the due date, even if the tenants move out.

If you believe the repair order cannot be completed by the due date stated, you should make an urgent application to the Tribunal for a time extension prior to the due date of the repair order to avoid non-compliance.

For a time extension to be granted, the Tribunal must be satisfied that you are unable to complete the repair order before the due date for any of the following reasons:

- Hardship
- A shortage of a material necessary to make the repairs
- The remote location of the premises which is causing you difficulty in accessing a material necessary to make repairs, or engaging a suitably qualified person to make the repairs.

You will also be required to disclose the repair order to any new tenants that occupy the property until the repair order is complied with.

Other amendments

From 1 October 2022, in addition to the changes mentioned above, there are other amendments that will come into effect. They include:

- requirements for you to provide the name and contact details for nominated repairers in the tenancy agreement
- extending the timeframe for a tenant to return their Entry Condition Report at the start of their tenancy to seven days
- increasing the value of emergency repairs that a tenant can arrange for up to the equivalent of four weeks rent
- allowing the property manager to make deductions from rent payments for the cost of emergency repairs (equivalent to four weeks rent maximum)

Further information

For more information visit the Residential Tenancies Authority website



rta.qld.gov.au/rental-law-changes

Disclaimer:

This quick guide 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 quick guide.

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