

Step-by-step guide for tenants impacted by natural disasters

This guide provides step-by-step instructions Queensland tenants can use if their rental property is impacted by a natural disaster. If you're a property manager/owner, we have a separate step-by-step guide for you.

If your rental property is impacted by a natural disaster, it can be difficult to know where to start. Emotions can run high for everyone involved, so it's important for all parties to communicate openly and respectfully.



Step 1 - Stay safe

In the event of a natural disaster, staying safe must be your highest priority. Only return when it's safe to do so and follow any active public safety directives. If you must enter the property, ensure the electricity is off and only switched back on after it's been assessed by a professional and deemed safe.

Step 2 - Contact the property manager/owner

Once you're out of any danger, notify your property manager/owner of the situation as soon as possible. Be mindful that power and service outages may affect your ability to get in contact with them immediately.



Step 3 - Assess the property

If your rental property is significantly impacted during the disaster, it may need to be assessed by a qualified tradesperson to determine whether it's liveable or not. Under the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act), a property is deemed unliveable (referred to as non-liveability in the Act) when it's either fully or partially destroyed, or it can no longer be used lawfully as a residence because it doesn't meet health and safety standards.

If the damage isn't significant, you or the property manager/owner can do an informal assessment of the property individually or together. If the property manager/owner or a third party is assessing the property, they'll need to give you notice before they enter.

When you can safely access the property, we recommend taking photos of any damage and sharing these with the property manager/owner. This will help both of you assess the situation, work out next steps, and identify any repairs that might be needed.

Step 4 - Determine next steps

Once the property has been assessed, you'll need to work through your tenancy options with your property manager/owner. Remember, the safety of anyone entering or staying at the property must be the priority. The property must be safe and liveable, and health and safety requirements must be considered.

Option 1 - Ending the tenancy because the property is unliveable

A tenancy does not automatically end when a property becomes unliveable after a natural disaster. The tenancy will only end if one of the following occurs:

- you and the property manager/owner mutually agree to end the tenancy in writing
- the property manager/owner gives you [Notice to leave](#) (Form 12) on the grounds of non-liveability
- you give [Notice of intention to leave](#) (Form 13) on the grounds of non-liveability
- the Queensland Civil and Administrative Tribunal (QCAT) makes an order for the tenancy to end.

Until a notice is given to end the tenancy, you're responsible for paying rent - even if you've had to evacuate the property.

The tenancy agreement ends on the day the [Notice to leave](#) or [Notice of intention to leave](#) due to non-liveability is given, unless the person issuing it chooses to provide a longer notice period. Notice to end the tenancy on the grounds of non-liveability must be given within one month of a natural disaster occurring.

It's your responsibility to find alternative accommodation, but it may be worthwhile speaking to your property manager/owner to see if they're aware of any other accommodation options.

What if I don't agree that the property is unliveable?

If you have been given a [Notice to leave](#) (Form 12) on the grounds of non-liveability but you think the property is still liveable and meets the health and safety requirements, talk to the property manager/owner and see if you can come to an agreement.

If you are unable to reach agreement for next steps, our free [dispute resolution service](#) may be able to help. Our conciliators are impartial and help parties to make informed decisions and reach a mutually acceptable outcome without the need for legal action.

If dispute resolution isn't successful and you fail to leave the property by the date on the [Notice to leave](#), the property manager/owner may make an urgent application to QCAT for a termination order and a [warrant of possession](#).

Option 2 - Staying in the property while it's repaired

If you want to stay in the damaged property while it's repaired, speak to the property manager/owner and see if you can come to an agreement. Health and safety requirements must be considered when making decisions.

In this situation, you may be able to negotiate a rent reduction with the property manager/owner while it's being repaired. Rent reductions may occur if:

- the property is significantly damaged, to the extent where its standard has decreased substantially and/or
- services or facilities provided under the agreement, such as car parks, pools or a laundry, are not available.

Any agreed rent reduction must be documented in writing and you should both keep a copy.

Option 3 - Leaving the property temporarily and returning later

If the property is unliveable or needs extensive repairs, you may choose to continue the tenancy and live in alternative accommodation while it's being fixed. In this situation, you may be able to negotiate with the property manager/owner to continue the tenancy at reduced rent or no rent while the repairs are made. Any agreed rent reduction must be documented in writing.

Alternatively, you and the property manager/owner may decide to end the tenancy on grounds of non-liveability and then sign a new agreement once repairs are completed. The terms of the new agreement will need to be negotiated, including the rent amount. While the rental market can become competitive after a natural disaster, there are specific rules around [when the rent can be increased](#). Importantly, a property manager/owner is not allowed to evict you in favour of another tenant who will pay a higher rent.

Step 5 - Repairs and insurance

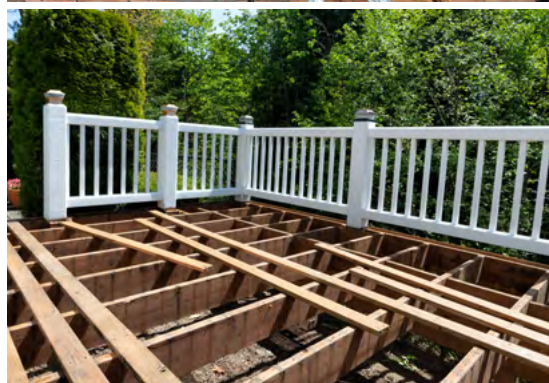
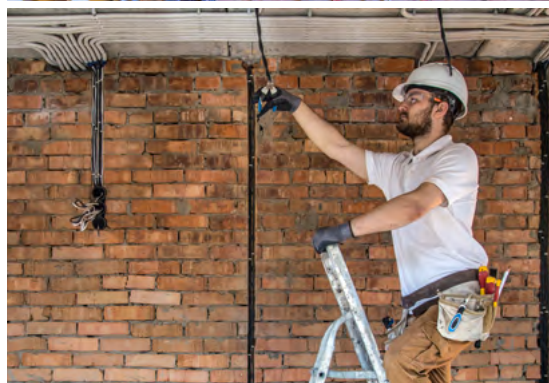
You are responsible for removing and cleaning your own possessions. If you have contents insurance and want to make a claim, contact your insurance provider as soon as possible. We recommend taking photos or videos of damaged items, as these may be needed for evidence. It's important to note that while the property manager/owner may have building insurance, it likely won't cover damage to your possessions.

The property manager/owner is responsible for any maintenance and organising any repairs needed to bring the property back to a liveable condition, including repairs to fixtures (such as carpet), fences, windows, doors and roofs. These repairs need to comply with relevant health and safety laws and should be organised within a reasonable timeframe.

Natural disasters often mean increased demands on insurers, tradespeople and services. You and the property manager/owner should discuss the timelines for any necessary repairs, negotiate times for repairs to be done, and keep lines of communication open.

If you're unable to reach an agreement for next steps regarding your tenancy, our free dispute resolution service may be able to help. Our conciliators are impartial and help parties to make informed decisions and reach a mutually acceptable outcome without the need for legal action.

If you cannot reach agreement, you may apply to QCAT for a repair order.



Resources and support

For more information, resources and support, visit our natural disasters webpage: rta.qld.gov.au/natural-disasters.

Further information

For more information contact the Residential Tenancies Authority.



rta.qld.gov.au



1300 366 311

Other languages



You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Accessing RTA forms

The RTA's forms can be obtained electronically or in person via:

- rta.qld.gov.au
- 1300 366 311
- Level 11, Midtown Centre, 150 Mary Street, Brisbane

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Disclaimer

This fact sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 (the Act) 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.

