

# Show cause notice for rent arrears – Tenancy agreement

COVID-19 Emergency Response Act 2020 (Section 24)

Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020 (Section 11)



## 1 Address of the rental property

|  |          |
|--|----------|
|  | Postcode |
|--|----------|

## 2 Notice issued by Property owner Property manager

|                        |       |
|------------------------|-------|
| Full name/trading name |       |
| Email                  | Phone |

## 3 Notice issued to

|                           |       |
|---------------------------|-------|
| 1. Full name/trading name |       |
| Email                     | Phone |
| 2. Full name/trading name |       |
| Email                     | Phone |

## 4 Current rent

Rent \$  per  week  fortnight  month

## 5 Current rent arrears

Date rent was paid to  Number of days rent is overdue  Amount of rent owing on the date this notice was issued\*  \$  \* any new rent due must be paid on time

Note: If rent arrears are a result of excessive hardship caused by the COVID-19 emergency, tenants must provide evidence (see section 9). If rent arrears are not related to the COVID-19 emergency, please use the *Notice to remedy breach* (Form 11) and follow the normal process.

## 6 Notice issued on

Day  Date  Method of issue (e.g. email, post, in person)

## 7 Due date to respond to this show cause notice

(Note: This must be 14 days from the date of issuing this notice)

## 8 Signature/s of the person/people issuing the notice

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| Print name/s         | Signature/s          | Date                 |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

## 9 Next Steps for tenants

This notice has been issued due to rent arrears.

- For rent arrears resulting from excessive hardship caused by the COVID-19 emergency:
  - you must respond to this notice with supporting evidence within 14 days (by date outlined in section 7), and
  - you are encouraged to first negotiate and self-resolve with the other parties. Shared decisions and agreed timeframes for any temporary COVID-19 emergency related tenancy arrangements can be documented using the RTA's general tenancy and moveable dwelling tenancy variation agreement forms ([18d and f](#)).
- For rent arrears not related to the COVID-19 emergency:
  - you must pay the rent arrears for the amount owed in section 5 within 14 days, and
  - you must continue to pay rent when due as stated in your tenancy agreement.

The RTA recommends contacting the person issuing this notice to discuss your situation. Both parties should make all efforts to discuss the options available and attempt to self-resolve. Read our top tips for effective conversations and resolving tenancy issues [here](#).

### If you do not take action to rectify this situation, the normal breach process may be followed.

Should the tenant/s or the property owner/manager breach the tenancy agreement and it is unrelated to rent arrears due to the COVID-19 emergency, they can follow the normal breach process by using *Notice to remedy breach* (Form 11).

If an agreement cannot be reached via self-resolution, the RTA's dispute resolution service can assist. Visit [rta.qld.gov.au](http://rta.qld.gov.au) or call us on 1300 366 311.

**Do not send this form to the RTA. Give this form to the person/s required to show cause for rent arrears due to the COVID-19 emergency period. Keep a copy for your records.**

**Note: this form can only be used until 31 December 2020 as stated in section 3 of the Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020.**

