

For new tenants in general tenancies

This checklist provides you with the important information you should check **before** and **after** signing your new tenancy agreement.

Before signing the agreement

Before entering into a tenancy agreement, you should be given a copy of your prospective *General tenancy agreement* (Form 18a).

The first thing you should do before you sign the tenancy agreement is read it thoroughly. If there is anything in the agreement that you don't understand, ask questions.

Remember, you are committing to a legally binding contract. You should be certain you understand and agree with what you are signing.

Only when you can tick **yes** to the following statements should you sign the tenancy agreement.

The tenancy agreement

- I have read the agreement and asked questions on things I didn't understand
- I know I can negotiate the length of the agreement (i.e. 6, 8, 12 months, or another period)
- I have been offered at least one way to pay the rent which does not involve a third party (e.g. rent card)
- I know that I can negotiate any additional or special terms in the agreement before I sign
- I have checked that all special terms in the agreement are legal, for example, the agreement does **not** include a term requiring me to buy goods or services from the property manager/owner

Promised repairs and standards of property

For any promises by the property manager/owner:

- I have made sure these have already been completed; or
- I have an undertaking in writing, either in the agreement or before signing the agreement, that they will be completed

Property owners must not breach any laws – e.g. decks and balconies must be maintained to relevant safety standards. Visit the Department of Communities, Housing and Digital Economy website for more information (chde.qld.gov.au).

Swimming and spa pools

If the property has a spa or pool, visit the Department of Communities, Housing and Digital Economy website for more information about relevant obligations and laws (chde.qld.gov.au).

Could the property be flood affected?

You can obtain local advice about a specific property by visiting the relevant local council website.

Upfront costs

I am not being required to pay:

- More than 2 weeks rent in advance for a periodic agreement, or 1 month for a fixed term agreement, unless I freely offer to pay more
- More than 4 weeks rent as a rental bond

I am not being charged for:

- The cost of preparing my tenancy agreement
- The initial supply of keys and security devices to each tenant named on the tenancy agreement
- Cleaning fees or fees in advance for goods/services

After signing the agreement

After you have read and signed a *General tenancy agreement* (Form 18a), you must be given the following at the start of every tenancy by the property manager/owner.

1. A copy of your *General tenancy agreement* (Form 18a)
2. A copy of the *Entry condition report* (Form 1a)
3. A *Pocket guide for tenants – houses and units* (Form 17a)
4. A copy of any body corporate by-laws
5. A *Bond lodgement* (Form 2) for you to sign, so that it can be lodged with the Residential Tenancies Authority (RTA)
5. Keys and/or devices to your new home

After you move in

Make sure you:

- Fill in your part of the entry condition report and return a copy to the property manager/owner within 3 days. This is an important piece of evidence. If you don't take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- Get an *Acknowledgement of rental bond* from the RTA within approximately two weeks. It should say your bond has been received and advise you of your rental bond number. If this doesn't arrive, call the RTA to make sure it has been lodged.
- Take the time to check any taps, the dishwasher, large appliances, doors, locks, etc. to ensure they are in working order.

Tips for problem free renting

Follow these useful tips to help minimise problems while you are renting.

- Make sure you keep the RTA informed of any changes to your personal details including email, address, phone numbers and bank details (this is important for bond refunds).
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped pictures of the property, especially areas that are damaged or unclean. Keep these in case the property manager/owner objects to returning your bond at the end of your tenancy.
- Keep copies of your agreement, entry condition report, rent receipts/ledger, rental bond number, and letters/notices or emails sent or received in a special file that you can easily find.
- Never stop paying your rent, even if the property manager/owner is not complying with their side of the agreement (e.g. by failing to do repairs).
- Always comply with the terms of your agreement. In particular, never make any alterations, keep a pet, or let other people move in without checking your agreement and asking the property manager/owner for permission first.
- Keep a diary of your dealings with the property manager/owner. Record all times and dates of conversations, who you spoke to and what they agreed to do. If repairs are needed, put your request in writing to the property manager/owner and keep a copy. This type of evidence is helpful if a dispute arises and ends up at the Queensland Civil and Administrative Tribunal (QCAT).
- Consider taking out home contents insurance. It could cover your belongings in case of theft, fires and natural disasters. The property owner's building insurance – if they have it – will not cover your personal belongings.
- Read carefully what you sign relating to your tenancy – don't let anybody rush you. Never sign a blank form, such as a *Refund of rental bond* (Form 4).
- If you are happy in the property and your agreement is ending, consider asking for the agreement to be renewed for another fixed term.

Further information

For more information about starting a tenancy:

Visit rta.qld.gov.au

Call 1300 366 311
Mon–Fri 8.30am – 5pm