



residential
tenancies
authority

1300 366 311
rta.qld.gov.au

Please be advised

This publication is currently being updated following the 1 October 2022 [rental law changes](#).

As a result, some of the information contained in this guide may be out of date.

We recommend you visit the [RTA website](#) to access the latest information.

Managing rooming accommodation in Queensland

Managing rooming accommodation

in Queensland

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act). The RTA provides tenancy information, bond management, dispute resolution, investigation, policy and education services.

You must

- » ensure the room is vacant, clean and in good repair at the start of the tenancy
- » respect the rights of the resident to quiet enjoyment of their room and common areas
- » comply with all health and safety laws
- » keep rooms, common areas, supplied furniture and equipment in a good state of repair
- » ensure the resident's room is reasonably secure
- » take reasonable steps to ensure the resident always has access to their room, common areas and bathroom facilities
- » give the resident a key for each lock needed to access their room
- » lodge all bond money with the RTA

The resident must

- » pay the rent on time and in the agreed way
- » keep their room and common areas clean and undamaged
- » not use their room or common areas for illegal purposes
- » respect the peace, comfort and privacy of other residents
- » get approval for pets
- » not intentionally or recklessly damage or destroy any part of the property
- » maintain the room so it is not a fire and/or health hazard
- » follow the house rules

Residents are responsible for the behaviour of their guests.

This information is for general guidance only. It is not legal advice. The RTA cannot guarantee the accuracy or completeness of the information provided. For more information refer to *Residential Tenancies and Rooming Accommodation Act 2008*.



Contents

Before a tenancy2

| | |
|-------------------------------------------------------|---|
| When a caretaker or manager acts on your behalf | 2 |
| Clear communication | 2 |
| Before you rent out a room | 2 |
| Smoke alarms and electrical switches | 2 |
| Discrimination | 2 |
| Coverage | 3 |
| Residents with impaired capacity | 3 |
| Translating and Interpreting Service | 3 |

Starting a tenancy4

| | |
|----------------------------------------------------|---|
| Documents you will need to give the resident | 4 |
| Rooming agreement | 4 |
| House rules | 4 |
| Condition report | 5 |
| Rental bond | 5 |
| Rent | 6 |

During a tenancy9

| | |
|---------------------------------------|----|
| Entering the room | 9 |
| Maintenance and repairs | 10 |
| Changing house rules | 10 |
| Breaches | 11 |
| Notice periods | 12 |
| Re-letting a tenanted property | 12 |
| Continuing a fixed term tenancy | 12 |

Ending a tenancy13

| | |
|---------------------------------------|----|
| Notice to leave | 14 |
| Abandoned room | 15 |
| Refunding the bond | 15 |
| Goods and documents left behind | 16 |
| Disputes | 16 |
| Urgent applications to QCAT | 17 |
| Power to remove a resident | 17 |

After a tenancy18

| | |
|-----------------------|----|
| Keeping records | 18 |
|-----------------------|----|



Before a tenancy

When a caretaker or manager acts on your behalf

You are responsible for meeting the requirements of the Act. If you employ a manager/caretaker to manage the property you should ensure they understand their legal obligations. You and the manager/caretaker should also have a formal agreement in place.

- » you give the resident keys to access their room
- » you have the proposed *Rooming accommodation agreement* (Form R18)
- » you decide if you will take a bond, and
- » you have a *Bond lodgement* (Form 2) and a *Condition report* (Form R1) if you decide to take a bond.

Clear communication

Clear communication is vital between the provider/agent and the prospective resident. Being clear about expectations and what is included in the rooming agreement gives everyone a chance to resolve concerns before the start of a tenancy and helps prevent disputes at the end of the tenancy.

Although the Act generally does not cover the application process, elements relating to money are covered.

Before you rent out a room

Make sure:

- » the room is clean and in good repair
- » locks and security devices are in good working order

Smoke alarms and electrical switches

It is your responsibility to comply with all relevant health and safety laws. Check with the Queensland Fire and Rescue Service (fire.qld.gov.au) or the appropriate government authority regarding smoke alarms and electrical switches. Rules differ depending on the type of building you own and the year it was built.

Discrimination

Section 7 of the *Anti-Discrimination Act 1991*

You must not discriminate when selecting a resident. The *Anti-Discrimination Act 1991* and federal anti-discrimination laws protect residents and prospective residents.

Coverage

Sections 43, 44

Generally, rooming accommodation is where a resident rents a room and:

- » the room is not self-contained, and
- » they do not have the right to occupy the entire property, and
- » they share facilities such as the bathroom, kitchen or common room.

Examples: off-campus student accommodation, boarding houses and places where a manager/caretaker lives onsite and rents out 4 or more rooms.

It also includes employer provided room-only accommodation and licensed property (e.g. hotels that provide long-term accommodation).

Some types of rooming accommodation may provide services such as food or personal care. For information about registration and accreditation under the *Residential Services (Accreditation) Act 2002*, contact the Residential Services Unit of the Department of Housing and Public Works (hpw.qld.gov.au).

Check the RTA's website for types of rooming accommodation that are not covered under the Act.

You can opt in to the rules that apply to tenants and lessors/agents in general tenancies. If you do, you should use a *General tenancy agreement* (Form 18a). You should also pick up a copy of the RTA's *Managing general tenancies* booklet and follow the notice periods and rules that apply.

Residents with impaired capacity

Impaired capacity refers to a person's ability to make a sound decision in a certain area of their life. People are presumed to have capacity to make their own decisions unless incapacity is established. Impaired decision-making may be due to an intellectual disability, acquired brain injury, mental illness, dementia or some other cause. However, having one of these conditions does not necessarily mean a person is unable to make sound decisions.

If a resident does not:

- » understand the nature and effect of a decision

- » make a decision freely and voluntarily, and
- » is unable to communicate the decision in some way,

it is advisable to check with the person's carer, family, friend or health professional if a guardian, attorney or administrator has been appointed. You can also get advice from the Guardianship and Administration Tribunal.

A resident's impaired capacity may affect their ability to understand, negotiate and sign a *Rooming accommodation agreement* (Form R18). In this case, a written agreement with special conditions may not be enforceable.

If you think a resident may not have sufficient capacity to sign a *Rooming accommodation agreement* (Form R18)

You can:

- » check if the person has appointed an attorney or had a guardian or administrator appointed
- » explain the agreement, its terms and consequences to the resident in simple terms and in the presence of their carer, family member, friend or health professional where possible
- » contact the Office of the Adult Guardian (justice.qld.gov.au/justice-services/guardianship/adult-guardian)
- » keep records and make notes documenting what actions and steps you have taken to ensure the person understood the nature and effect of the agreement.

On the rooming accommodation agreement, the resident can nominate a person to receive tenancy paperwork (e.g. breach notices). The provider is required to issue a copy of the notice to the resident and their representative, who will help ensure the resident understands the matter.

Translating and Interpreting Service

If a resident has difficulty understanding English the Translating and Interpreting Service may be able to help. Call 13 14 50 (for the cost of a local call) and ask to speak to the RTA (Mon-Fri 8.30am to 5pm).



Starting a tenancy

Documents you will need to give the resident:

- » the proposed *Rooming accommodation agreement* (Form R18) which includes any special terms
- » a copy of the house rules
- » a *Bond lodgement* (Form 2) if you decide to ask for a bond, and
- » a *Condition report* (Form R1) if you decide to ask for a bond.

Rooming agreement

Sections 72–79, 82

A *Rooming accommodation agreement* (Form R18) is a legally binding written contract between you and the resident. It must include standard terms and may include special terms (e.g. keeping pets).

The resident must be given a copy of the rooming agreement on, or before, the day they move into their room. If you do not give the resident a written agreement they still have protection under the law.

You are also responsible for the cost of preparing the agreement which must be written in a clear and precise way.

The resident must sign and return the agreement to you within 3 days. You should then give them a copy of the agreement.

Period of rooming agreement:

- » Fixed term agreement – has a start date and an end date and the resident agrees to rent the room for a fixed amount of time (e.g. 6 months)
- » Periodic agreement – when the resident agrees to rent the room for an unspecified amount of time (there will be a start date but no end date)

Special terms

Sections 74–76

All special terms are negotiable and should be discussed with the resident prior to them signing the rooming agreement.

Special terms may include details about pets, personal care or food services.

Special terms in conflict with the Act are not binding, even if you and the resident have agreed to them. These terms are void and penalties apply.

House rules

Sections 266–268, 275, 276

House rules are made about the use, enjoyment, control or management of rooming accommodation.

House rules form part of the agreement and you must give a copy of these rules to the resident when an agreement is signed. A full list of the rules must be posted in a place where residents are likely to see it, such as a notice board in a common area.

If the resident breaks a house rule, they have also broken the agreement.

There are 2 types of house rules – prescribed rules, which apply to all rooming accommodation in Queensland, and rules made by the provider.

Prescribed rules

- » **Resident and guest behaviour:** The resident and their guests must not interfere with the reasonable peace, comfort and privacy of other residents.
- » **Maintenance of rooms:** The resident must maintain their room in a way that does not create a fire and/or health hazard. The resident must not intentionally or recklessly damage or destroy any part of their room or a facility in their room.
- » **Common areas:** These may include a television room, bathroom, kitchen, hallway or yard. You must take reasonable steps to make sure the common areas and their facilities are kept safe, clean and in good repair. The resident must ensure they, and their guests, leave common areas neat, clean and tidy after use.
- » **Guests:** The resident must make sure their guests are aware of, and follow, the house rules.
- » **Access to resident's room:** There are rules surrounding entry and you must take reasonable steps to ensure the resident's quiet enjoyment of their room.
- » **Door locks and keys:** The resident must not tamper with (or change) a door lock on the property, or make copies of keys without your permission.
- » **Animals:** The resident must not keep an animal on the property without your permission.

Provider rules

You can make rules about:

- » guests
- » smoking
- » the use of shared facilities
- » parking

- » drinking alcohol
- » noise levels, and
- » keeping pets.

If you want to change the house rules, there is a process that needs to be followed (see page 10).

Condition report

Sections 81, 507

The *Condition report* (Form R1) records the condition of the room at the start of the tenancy. You do not have to fill out this form if you do not take a bond.

It is important to fill out this report properly to avoid future problems. You and the resident must each complete and sign the report. The resident can disagree with what you have written by including their own comments.

Photographs or video are the best way to support what you have written on the form.

The report may become important if you need to make a claim on the bond at the end of the tenancy, or if there is a dispute over the condition of the room.

The resident has 3 days after the day they are allowed to move in to complete the report. You must then give them a copy of the final report within 14 days.

Rental bond

Sections 110–122, 146–148

A rental bond is a security deposit a resident pays at the start of a tenancy.

It is held by the RTA and is paid back to the resident at the end of the tenancy provided no money is owed to you for rent, damages or other costs.

If you collect:

- » a deposit for supplying a key
- » a linen deposit, or
- » any other form of deposit,

they are all considered bond and must be lodged with the RTA.

You should give the resident a copy of the rooming agreement before a bond is taken. The rooming agreement must include any special conditions that apply to the tenancy, as well as copies of other paperwork such as house rules.

You do not have to ask for a bond, but if you do you must:

- » give the resident a receipt straight away
- » fill in a *Bond lodgement* (Form 2) that you and the resident sign, and
- » lodge the bond with the RTA within 10 days.

The RTA will send you and the resident an acknowledgment of rental bond letter that includes a rental bond number. This number should be used when contacting the RTA about the bond.

Maximum bond amounts

The maximum bond you can charge is equal to 4 weeks rent if the rent is \$500 a week or less. If the rent is more than \$500 a week there is no limit on the bond.

The maximum amount applies to the total of all bonds, no matter what they are called (e.g. pet bond, security deposit, key deposit) or how many bonds are taken.

Rental bond loans

The Department of Housing and Public Works provides bond loans to help residents secure private rental accommodation. Contact the department (hpw.qld.gov.au) for more information.

Part payment of bond

You can accept bond payments in instalments. You and the resident should agree about the number and amount of instalments to be made and record this in the agreement.

Each payment should be lodged using a *Bond lodgement* (Form 2). Each instalment must be lodged with the RTA within 10 days of receiving it.

Transfer of bond

A resident can transfer the bond if they move to another room in the property and if you agree to the transfer. The RTA holds the bond money instead of paying it back at the end of the original tenancy.

You should fill out a *Transfer of bond* (Form 3) and send it to the RTA.

A Department of Housing and Public Works rental bond loan may have conditions for transfer.

Increasing the bond

If rent is increased, you may wish to increase the bond as well. Additional bond money must be lodged with the RTA within 10 days of receiving it along with a completed *Bond lodgement* (Form 2). Include the new rent amount on the form.

You cannot increase the bond more than once in a 12 month period and you must give at least 1 month's notice of the increase.

If you are managing a number of bonds, contact the RTA about managing them online.

Rent

Sections 98–109

Rent can be paid in the following approved ways:

- » cash
- » cheque
- » deposit to a financial institution account nominated by you
- » credit card
- » via EFTPOS
- » deduction from pay, a pension or other benefit payable to the resident
- » another way agreed by you and resident

The way rent will be paid must be included in the rooming agreement. If an unapproved way (e.g. money order or rent card) is preferred, the resident must also be given a choice of at least 2 approved ways to pay rent.

Example of a rent ledger

Name of resident:

Address of rental property:

Weekly rental amount: \$100

| Receipt no. | Date rent paid | Amount paid | Period rent covered |
|-------------|----------------|-------------|---------------------|
| 034 | 1/5/13 | \$200 | 1/5/13 to 14/5/13 |
| 035 | 15/5/13 | \$200 | 15/5/13 to 28/5/13 |
| 036 | 31/5/13 * | \$200 | 29/5/13 to 11/6/13 |
| 037 | 12/6/13 | \$200 | 12/6/13 to 25/6/13 |
| 038 | 26/6/13 | \$100 | 26/6/13 to 2/7/13 |
| 039 | 3/7/13 | \$200 | 3/7/13 to 16/7/13 |
| 040 | 17/7/13 | \$100 | 17/7/13 to 23/7/13 |

* even though rent was due on 29/5, rent was not paid until 31/5, therefore the ledger reflects the date the rent was paid.

The resident must also be told about any extra costs involved with another method of payment agreed by you and the resident (e.g. joining fee, processing fee or service charge that is not part of the rent).

Receipts and records

Section 102

The resident must be given a receipt if they pay cash and if they request one when paying by cheque. A receipt must include:

- » the resident's name
- » the room number and address of the rental property
- » the date payment was made
- » the period for which the payment is made
- » the amount of the payment, and
- » the purpose of the payment (i.e. rent), and
- » the cost of any services provided such as food or personal care.

If the resident pays rent some other way (e.g. direct transfer from their bank account) you do not need to give a receipt each time. Details of the payment will appear on their bank statements.

You must keep a record (ledger) of rent the resident pays and keep it for 1 year after the tenancy has ended. The resident can ask for a copy of the rent record at any time and it must be provided within 7 days.

Rent in advance

Section 101

You can ask a resident for a maximum of 2 weeks rent in advance.

The resident cannot be asked to pay more rent until the rent paid in advance has been used up.

Rent in advance is not the same as bond money and is not lodged with the RTA.

Increasing the rent

Section 105

Rent cannot be increased during a fixed term agreement unless it is specifically stated in the rooming agreement along with the amount of the increase and how it will be worked out. Even if rent increases are allowed, 4 weeks notice in writing must be given.

Rent may be increased at the end of a fixed term agreement if you and the resident agree and enter into a new rooming agreement.

Rent may be increased when a rooming accommodation agreement is amended to include the provision of a new service.

Rent may be increased in a periodic agreement by giving 4 weeks notice in writing.

If rent is increased, you may wish to increase the bond and any extra bond money must be lodged with the RTA.

Decreasing the rent

Sections 106-107

Rent may be decreased because there is a drop in the standard of the property; there is a decrease in services provided (e.g. meals are no longer provided) or if a natural disaster (e.g. flooding, fire) makes the property partially unfit to live in.

If you and the resident are unable to reach an agreement about a reduction in rent, the RTA's dispute resolution service may be able to help.

Unpaid rent

- » **Resident has lived in the property for less than 28 days:** As soon as the resident is in arrears you can issue a *Notice to remedy breach* (Form R11) giving them at least 2 days notice to pay the rent. If the rent is still not paid you can issue a *Notice to leave* (Form R12) stating they must leave for non-payment of rent. You can ask them to leave immediately.
- » **Resident has lived in the property for more than 28 days:** If the resident is 2 days in arrears you can issue a *Notice to remedy breach* (Form R11) giving them at least 4 days notice to pay the rent. If the rent is still not paid you can issue a *Notice to leave* (Form R12) stating they must leave for non-payment of rent. You can ask the resident to leave 4 days after the notice is given.

If there is a dispute about rent increases or arrears you or the resident can contact the RTA for help.



During a tenancy

Entering the room

Sections 257-265

You can enter the room at any time if the resident agrees or if you are delivering services included in the agreement (e.g. personal care or cleaning). The agreement should include the time of regular visits and how you will inform the resident of any changes to this time.

If you want to enter the resident's room for any other reason you must follow the rules of entry. Before entering a resident's room you must give them an *Entry notice* (Form R9).

When you want to enter more than one room (for any reason other than a general inspection) the entry notice can be put on a noticeboard or in another prominent place that will attract the attention of residents.

Time of entry

You can enter the room if you have given the correct notice, entry is at a reasonable time and you are complying with the Act.

The resident may be present during entry, however it is not necessary. Entry rules also apply to any agents or tradespeople.

Limits to entry

Section 258

You must not do a general inspection more than once a month unless the resident agrees. There is no limit to how often you may enter a resident's room for any other reason, if the correct process has been followed, but you must not interfere with the resident's peace and privacy.

Entry without notice

Section 260

You can enter a room without notice:

- » in an emergency
- » if you believe the room has been abandoned (e.g. failure to pay rent, uncollected mail, failure to respond to a notice), or
- » to carry out urgent repairs, such as to repair a gas, electrical or water facility, emergency roof repairs or to secure the property.

Disputes about entry

If a resident believes you have entered the room unlawfully, they can give you a *Notice to remedy breach* (Form R11) or make a complaint to the RTA.

| Reason for entry | Minimum notice required |
|---------------------------------------------------------|-------------------------|
| To inspect the room (general inspection) | 48 hours |
| To clean the room | 24 hours |
| To carry out pest control | 24 hours |
| To make routine repairs or carry out maintenance | 24 hours |
| To show the room to a prospective purchaser or resident | 24 hours |
| To allow a valuation of the property | 24 hours |

Maintenance and repairs

Section 247

You are responsible for keeping the property in good condition and fit for the resident to live in. The resident must notify you of any damage or necessary repairs. You should organise to repair the problem within a reasonable time.

Changing house rules

Sections 269–274

If you want to change the house rules, you must give each resident written notice about the rule change at least 7 days before they occur.

This notice should:

- » be given to each resident
- » explain which rule is changing, and what it is changing to
- » give the date the new rule begins
- » tell residents they can object to the rule change
- » explain how residents can object (such as writing a letter to you explaining why they do not agree), and
- » the date objections must be lodged by.

If residents do not object to the rule change

If no one objects to the rule change, or if there are not enough objections made by residents, the new rule will begin on the date given in the notice.

If residents object to the rule change

The rule change cannot go ahead if 10 residents (or a majority of residents if there are fewer than 20) object. When this happens you must give residents a notice informing them the rule change will not go ahead.

You may make an application to the Queensland Civil and Administrative Tribunal (QCAT) if you don't agree with the objections. An application to QCAT must include copies of the objections.

If QCAT decides the rule is reasonable it will take effect on the day of the decision.

A resident can also apply to QCAT if they believe an existing rule is unreasonable.



Breaches

Sections 368 and 378

A rooming agreement is breached if you or the resident break any term of the agreement.

Breaches by the resident

Section 368

If a resident breaches the rooming agreement you can issue a *Notice to remedy breach* (Form R11). For breaches other than rent arrears the resident has 5 days to fix the problem.

If the resident does not fix the problem within the allowed time, you can issue a *Notice to leave* (Form R12) giving them 2 days to leave.

You may ask the resident to leave immediately for serious breaches.

Serious breaches include:

- » 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 property
 - endangered another person within the property, or
 - significantly interfered with the reasonable peace, comfort or privacy of another resident.

You or the resident may apply to the RTA's dispute resolution service for help.

Breaches by the provider/agent

Section 378

If you breach the rooming agreement, the resident can issue you with a *Notice to remedy breach* (Form R11). If you do not fix the problem within 5 days the resident may give you a *Resident leaving form* (Form R13) giving you at least 7 days notice to end a periodic agreement.

Alternatively, the resident may apply to the RTA's dispute resolution service for help and, if the matter remains unresolved, they may lodge an application with QCAT.

If the resident ends an agreement early (also known as a lease break) they may have to pay compensation (including loss of rent).

Repeated breaches

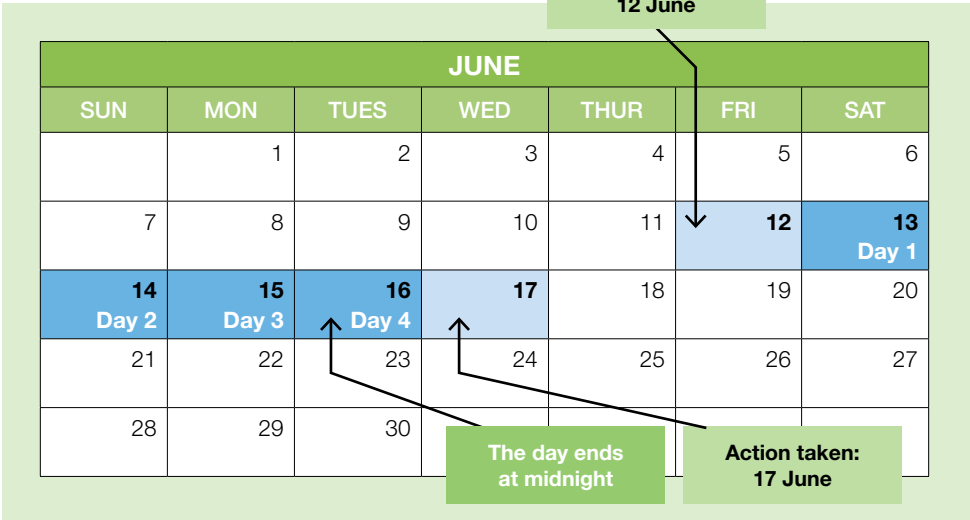
Section 376

A repeat breach is when 2 or more notices have been given for the same breach within a 12 month period. When a third breach occurs, you can apply to QCAT to have the rooming agreement ended, provided:

- » a *Notice to remedy breach* (Form R11) was given each time
- » each breach was for the same problem and was rectified each time, and
- » the problem is of a serious nature.

Notice periods

Example of a 4 day notice period



When you calculate dates for notices, where the notice period is in days, weeks or months, you must not count the day the notice is served and you must not take action until the day after the last day listed on the notice to leave.

Example:

If a hand delivered 4 day notice is served on 12 June:

Notice served: 12 June

Day 1 – 13 June

Day 2 – 14 June

Day 3 – 15 June

Day 4 – 16 June (the day ends at midnight)

Action taken – 17 June.

If the last day of the notice period falls on a non-business day, the last day will defer to the next business day.

A notice expires at midnight, so you must allow the person the entire 24 hours of the last day of the notice before you can take the next action.

Example:

The last day of the *Notice to leave* (Form R12) is 16 June. By law, the resident must be allowed until midnight to leave. You and the resident should negotiate a handover time.

When the notice period is in hours, time is counted from when the notice is delivered to the room.

Serving notices by post

When serving notices by post, the sender must allow time for the mail to arrive when working out when a notice period ends. Contact Australia Post for information on delivery times.

Re-letting a tenanted property

Before you show a prospective resident the property, the resident must give you notice, or you must give the resident notice to leave.

If you want to show the room to a prospective resident you must give the current resident an *Entry notice* (Form R9) giving them 24 hours notice. A reasonable amount of time must have passed since the last entry for this reason.

Continuing a fixed term tenancy

There are 3 ways a fixed term agreement can continue:

- » extend the existing fixed term agreement by agreeing on a new end date (this could be in the form of a signed letter)
- » enter into a new fixed term agreement (which may include changes to the terms of the agreement), or
- » do nothing and allow the agreement to revert to a periodic agreement.



Ending a tenancy

A rooming agreement may be ended by either you or the resident when:

Section 366

- » a fixed term agreement has ended
- » you or the resident want to end a periodic agreement
- » there is a serious unremedied breach which relates to:
 - unpaid rent
 - damage to the property
 - illegal use of the property
- » you or the resident have broken the agreement in a serious way (and it was rectified each time) and in the same way more than twice in a 1 year period
- » the resident has not complied with a QCAT order
- » the resident has abandoned the room
- » the property is to be sold and the resident is on a periodic agreement
- » you and resident agree in writing
- » a mortgagee is to take possession of the property
- » the resident has died, or
- » QCAT issues an order ending the agreement.

When you end an agreement you must use the correct form and comply with the appropriate notice period.

Ending a fixed term agreement

A fixed term rooming agreement can only end in certain ways:

- » by mutual agreement
- » by a resident giving you a *Notice of intention to leave* (Form R13)
- » by you giving a resident a *Notice to leave* (Form R12)
- » by applying to QCAT for an order terminating the agreement because of excessive hardship or repeated breaches by you
- » death of a sole resident.

Notice to leave

The *Notice to leave* (Form R12) is used when you want the resident to vacate the room. You must give the correct amount of notice.

Remember, you cannot ask the resident to leave before the end date of a fixed term agreement without grounds (a reason).

| Reason for ending a tenancy | Minimum length of notice required |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unremedied general breach | 2 days |
| Unremedied rent breach – *less than 28 days | Immediately |
| Unremedied rent breach – *28 days or more | 4 days |
| Serious breach | Immediately |
| Property destroyed | Immediately |
| Mortgagee in possession | 30 days |
| Death of a sole resident | 2 weeks after the resident's representative gives you written notice or 2 weeks after you give the resident's representative written notice or a day agreed between you and the resident's representative or a day decided by QCAT. |
| Resident's employment ends or entitlement to occupy under employment ends | 1 month |
| Compulsory acquisition | 2 months |
| Without ground – periodic | 30 days |
| Without ground – fixed term | 14 days (however, a fixed term agreement cannot be ended, without grounds, before the end date of the agreement) |

* amount of time the resident has lived in the property.

Resident leaving

The *Resident leaving form* (Form R13) is used by the resident to notify you they are ending the agreement.

If the resident leaves before the end date of the fixed term agreement they may be responsible for costs involved with breaking the agreement. However, you have an obligation to reduce or minimise costs that result from the resident breaking the agreement.

| Reason for leaving | Minimum length of notice required |
|------------------------------------------------------------------|-----------------------------------|
| Failure to remedy breach | 7 days |
| Property destroyed or made completely or partly unfit to live in | Immediately |
| Mortgagee in possession | 30 days |
| Without grounds – fixed term agreement | 7 days |
| Without grounds – periodic | 7 days |

Abandoned room

Sections 366(5), 509

If you believe the room has been abandoned, you can issue an *Entry notice* (Form R9), allowing 24 hours notice, and inspect the room to confirm it has been abandoned.

You must have reasonable grounds for believing it has been abandoned (e.g. rent has not been paid, mail has not been collected, observations of other residents).

The agreement ends if the resident has abandoned the room and the period the resident has paid rent for, has ended.

However, it is an offence to end an agreement unlawfully and significant penalties apply.

Refunding the bond

Sections 123-144

The quickest and easiest way to get a bond refund is to talk to the resident and work out how the bond is to be paid out.

If you and the resident agree at the end of the tenancy

You and the resident must sign the *Refund of rental bond* (Form 4) and submit it to the RTA by post or online. The RTA will refund the bond, as directed, within a few days. The fastest way to get the bond back is to provide the RTA with bank details so it can be deposited into the correct account.

If you and the resident disagree

You or the resident can submit a bond refund form. The RTA will then send the other person a *Notice of claim* and a *Dispute resolution request* (Form 16). If the RTA does not receive a response within 14 days, the bond is paid as directed by whoever first lodged the bond refund form.

If they do respond, the RTA's dispute resolution service will try to help resolve the disagreement. If agreement is reached, you and the resident should sign the bond refund form and the bond is paid out as agreed.

If agreement is not reached, the person who lodged the dispute resolution request form can apply to QCAT for a decision. They must do so within 7 days of receiving the *Notice of unresolved dispute* from the RTA and notifying the RTA in writing of the QCAT application.

If no QCAT application is lodged within the correct timeframe, the RTA will refund the bond as directed by the person who first lodged the bond refund form.

Goods and documents left behind

Sections 390–396

Goods and documents left behind must be returned or disposed of according to a specific set of rules.

Personal documents (such as cash, passports, birth certificates, photographs) must be given to the resident or, if you can't contact them, to the Public Trustee, within 28 days of the end of the tenancy.

You must make an effort to contact the resident about these items. You may keep money owed under the agreement before passing the remaining cash and personal documents to the Public Trustee.

All goods must be kept for 28 days unless they are perishable or worth less than \$150.

After 28 days you must continue to store the unclaimed property, or:

- » if the goods are valued at less than \$600 you may donate them to charity
- » if the goods are valued at more than \$600 you may sell them. The sale must be advertised in a local newspaper.

If you sell the goods you can deduct the cost of their removal, storage and sale. Any remaining money must be paid to the person who owned the property (if you have been able to locate them) or the Public Trustee.

The resident can reclaim their goods before they are disposed of. They must put their request in writing and pay you for the cost of removal or storage. Take photos of items being disposed of in case of future dispute.

Disputes

Section 397–413, 416

Try to resolve disputes with the resident directly; if this does not work the RTA's dispute resolution service may be able to help. If the dispute remains unresolved you may be able to take the matter to QCAT.

Step 1 – self resolution

- » Identify the issues – what is important and what is negotiable?
- » Find out your legal rights and responsibilities
- » Seek advice or assistance from independent agencies or support services
- » Talk to the other person and try to negotiate an outcome
- » If an agreement is reached, make sure the agreement is in writing and signed by both parties

Step 2 – RTA's dispute resolution service

If you and the resident cannot come to an agreement, the RTA's dispute resolution service offers a free conciliation service to help residents and provider/agents resolve disputes quickly and without the need for further legal action.

Conciliation is an opportunity to present concerns, listen to the other person and to settle a dispute with mutual agreement.

Step 3 – application to QCAT

When a dispute has not been resolved through dispute resolution, or if the dispute is defined as ‘urgent’ under the Act, either you or the resident can apply to QCAT for a decision on the matter (time limits may apply). You can obtain information and application forms from the QCAT website (qcat.qld.gov.au).

An adjudicator will hear the matter and make a ruling based on the evidence provided. The decision is binding.

Urgent applications to QCAT

Section 415

An urgent application can be made directly to QCAT without having to go through dispute resolution first. The term ‘urgent’ does not mean the application will be fast-tracked, just that you don’t need to lodge a dispute resolution request form with the RTA.

Urgent applications can be made for:

- » excessive hardship
- » repeated breaches by the resident
- » ending the agreement due to the death of a sole resident, or
- » an order about goods and documents left behind

Contact the RTA to check if your matter is an urgent one.

Power to remove a resident

Section 375

You can take action to remove a resident only when:

- » you have given the resident a *Notice to leave* (Form R12) that states why they are being asked to leave and what date they have to leave by
- » the date for leaving has passed and the resident is still there, and
- » the resident will not leave.

You may ask a resident to leave immediately because of a serious breach (see page 14).

You must give a *Notice to leave* (Form R12) that states why the resident is being asked to leave, and you must sign it.

You can call the police if you think the resident won’t leave. The police officer will not ask the resident to leave, that is your responsibility. Their job is to ensure the resident leaves peacefully and without anyone breaking the law.

You can only use reasonable force to evict a resident, however, a police officer must be present and you cannot hurt the resident or endanger their health on purpose.

If the resident doesn’t agree with the order to leave they can contact the RTA for dispute resolution help.



After a tenancy

Keeping records

Sections 79, 81, 103

You must keep the *Rooming accommodation agreement* (Form R18), the condition report and rent payment records (or copies of receipts if rent was paid by cash or cheque) for 1 year after the rooming agreement ends.

It is also recommended that you keep copies of any written correspondence, such as letters or notices served, for 1 year after the tenancy ends.



Easy guide for residents

Give your residents the RTA's *Easy guide for residents* to help them understand their renting responsibilities

Student accommodation

Renting tips for students on a handy postcard



To order the free guides or postcards
call the RTA on **1300 366 311**

Home

Renting

Dispute Assistance

Resources

About the RTA

Contact Us

Links for
**Lessors, Agents &
Managers**

Information for
Tenants

Commonly asked
Questions

Forms

Fact sheets

eServices

Median rents

Online bond refund
information

Open House - RTA
newsletter

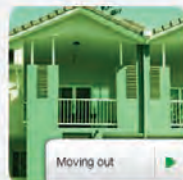
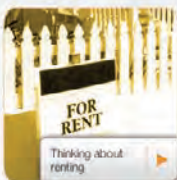
Resources for lessors,
agents and managers

Top tips for moving in

Before a tenant moves their things into a rental property, they should inspect the property and fill out the Entry condition report.

[>> More](#)

<< 1 2 3 4 >>



Making a positive difference
in Queensland

Tenancy matters

we're here to help

Visit our **website**
rta.qld.gov.au

- » download forms
- » order publications
- » lodge single bonds via BPAY
- » submit agreed bond refunds
- » manage your bond information with eServices
- » find median rents
- » subscribe to our newsletter *Open House*
- » join in tenancy information workshops and webinars

Call us
1300 366 311



Queensland Civil and Administrative Tribunal (QCAT)

t 1300 753 228

w qcat.qld.gov.au

National Relay Service

For deaf, hearing or speech
impaired clients

t 133 677

Translating and Interpreter Services

t 131 450

Contact Us

Level 23, 179 Turbot Street

Brisbane Q 4000

GPO Box 390

Brisbane Q 4001

t 1300 366 311

w rta.qld.gov.au

Mon–Fri: 8.30am–5pm



Managing rooming accommodation in Queensland

Copyright © Residential Tenancies Authority

ISBN: 978-0-9804960-0-0

First published 2013

v1 Mar13

