

Moveable dwelling tenancy agreements

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the law that governs renting a place to live in Queensland. It states what must be included in every tenancy agreement covered by the Act.

Types of tenancy agreements

An agreement can be:

- a short tenancy statement, which means it is for up to 42 days
- a long term tenancy agreement, also called a [Moveable dwelling tenancy agreement \(Form 18b\)](#), and this type of agreement can be:
 - a fixed term agreement for a set period (such as 6 or 12 months)
 - a periodic agreement, which has no set ending date and operates on, for example, a fortnight-to-fortnight basis.

The form used for the agreement depends on the length of the tenant's stay. For short tenancies, the owner/manager must use a short tenancy statement. There is no prescribed form for this statement, and most owner/managers design their own. For long term tenancies, the [Moveable dwelling tenancy agreement \(Form 18b\)](#) may be used. Both tenants and owners/managers must abide by the terms of the agreement.

Short tenancy statements

A short tenancy runs for up to 42 days. The tenant and owner/manager must sign a statement that the tenancy is to be a short tenancy, otherwise it will automatically be considered a long tenancy. There is no prescribed form for this statement, and most owner/managers design their own.

It is possible to extend a short tenancy statement for another 42 days. However, the agreement must be extended during the initial 42 day period of the tenancy and can only be extended once. If the tenancy continues after this time, the Act will apply as if the tenancy was a long term tenancy.

An owner/manager must not place undue pressure on a tenant to extend a short tenancy to avoid full coverage under the Act. A tenant who feels the owner/manager has placed undue pressure on them can apply to the [Queensland Civil and Administrative Tribunal](#) (QCAT) to set aside the short tenancy statement.

Long term tenancy agreements

A long term tenancy agreement is written on a [Moveable dwelling tenancy agreement \(Form 18b\)](#). This agreement gives a tenant the right to occupy a moveable dwelling for residential (not holiday) purposes. The agreement sets out the terms that apply to the tenant's stay when renting a caravan site, caravan, manufactured home, or other type of moveable dwelling.

Under the Act, the agreement must be in writing. It must be clearly written and include:

- all standard terms and any special terms (provided they comply with the Act)
- the owner's/manager's name, address and phone number
- the tenant's name and phone number
- the name of any person the owner authorises to stand in their place in agreed situations. The owner must give the tenant written notice of any changes within 14 days
- how much rent is to be paid, and how and when it is to be paid (property managers/owners must offer tenants/residents at least two options to pay rent. One of these options must not exceed reasonable transactional costs (costs beyond in addition to standard bank transaction fees), and it must be reasonably accessible to the tenant/resident)
- property managers/owners must provide a written notice outlining any associated costs incurred by using the rent payment methods offered. This is because property managers/owners should be aware of costs associated with the offered payment methods, especially if these costs are not reasonably known by the tenant/resident
- from 1 May 2025 property managers/owners must disclose any financial benefits they may receive if the tenant/resident uses a specific rent payment method. For example, if a property manager/owner receives an incentive payment from a third-party platform or a share of the fees charged by the platform, it must be disclosed to the tenant/resident upfront
- the ending date for fixed term agreements
- the signatures of all parties, and

- the day of the last rent increase for the premises. This requirement does not apply to exempt property owners or managers as defined under the Act, or if the property is purchased between 6 June 2023 and 6 June 2025 and the new owner or property manager does not have information about the previous rent increase.

Managers/owners may also identify a nominated repairer in the tenancy agreement to act on their behalf if emergency repairs are required.

It is important that the information provided in the tenancy agreement is correct and complete. For example, a property manager/owner must disclose if there is an outstanding repair order attached to the rental premises and provide the tenant evidence of the date of the last rent increase for the premises, if the tenant requests this in writing. The owner must give the tenant this evidence within 14 days after receiving the request.

This requirement does not apply to exempt property managers/owners as defined under the Act, or if the property is purchased between 6 June 2023 and 6 June 2025 and the new owner or property manager does not have information about the previous rent increase.

Holding deposits and tenancy agreements

Prospective tenants may be asked for money to place a hold on a moveable dwelling they wish to rent. Tenants cannot be asked to pay a holding deposit until they have been given a copy of the proposed agreement along with any special terms. For more information on holding deposits refer to the [Rent payments and holding deposits fact sheet](#).

Owner/manager responsibilities when agreements are signed

The owner/manager is responsible for:

- meeting all the costs of preparing the moveable dwelling agreement
- ensuring the correct form is used and completed
- providing a copy of the proposed agreement with the park rules and any relevant by laws to the tenant before they sign it. Once the tenant signs the agreement, they must return it to the owner/manager within five days. The owner/manager then has 14 days to give a copy of the signed agreement to the tenant
- ensuring that, when an agreement is signed, there are no legal problems that would prevent the tenant from living in the moveable dwelling for the length of the tenancy. This applies only to legal problems the owner/manager knew about when the agreement was signed
- ensuring the moveable dwelling or site is in a good state of repair and ready for the tenant to move into on the agreed date.

Minimum housing standards

[Minimum housing standards](#) came into effect for new tenancies (including renewed tenancy agreements) from 1 September 2023 and for all remaining tenancies from 1 September 2024. The owner/manager will be responsible for ensuring the moveable dwelling complies with these standards when the tenant moves in and throughout the tenancy agreement.

Minimum housing standards apply to the movable dwelling and its site. They do not apply to shared site facilities, such as communal kitchens, laundries, or bathrooms. However, shared facilities must be in good repair and meet health and safety standards.

Paperwork required when agreements are signed

The owner/manager must provide the tenant with:

- a copy of [Pocket guide for tenants – caravan parks \(Form 17b\)](#)
- a signed [Entry condition report – moveable dwelling/site \(Form 1b\)](#) for the moveable dwelling (unless it's a short term tenancy agreement).

The tenant then has seven days to sign the Entry condition report – moveable dwelling/site (Form 1b) and note any disagreements on the report. The tenant should return the signed entry condition report to the owner/manager who must then give a copy of the finalised report back to the tenant. The owner/manager must keep a copy of the report, until at least one year after the tenancy ends.

Partial billing

Partial billing refers to a billing for a period that includes only part, not all, of the time covered by the water usage charges document. For example, if a tenancy agreement starts on 1 February, but the water usage charges are specified from 1 January to 31 March, the partial billing period would be from 1 February to 31 March.

The Act does not specify who is responsible for recording the meter reading in these reports. A tenant may not be required to pay for water consumption charges for a partial billing period if the meter reading is not recorded in an entry or exit condition report if:

- the start of the agreement aligns with the beginning of the billing period, or
- the billing period ends when the tenant/resident hands over the premises.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

This requirement applies to individually metered utilities for moveable dwellings and does not include service charges or utilities services that are included in the rent.

If the owner/manager takes a rental bond, they must lodge the bond money with the RTA within 10 days of receiving payment from the tenant. Bonds can be lodged online via [RTA Web Services](#) or by using the paper [Bond lodgement \(Form 2\)](#). The maximum amount is equivalent to 2 weeks' rent, regardless of the weekly rent amount, except in the situations covered below:

- If electricity is supplied in the lessor's name and individually metered – the equivalent of 3 weeks rent can be charged.

If the lessor/agent is the tenant's employer and gives the tenant a rental subsidy, the maximum bond is \$400 or the equivalent of 4 weeks rent (whichever is greater). A tenant may request in writing for the owner/manager to give evidence of the day of the last rent increase for the residential premises. The owner/manager must give the tenant the evidence within 14 days after receiving the request.

The owner/manager **must not** give evidence to the tenant without first removing or de-identifying personal information about any other person.

Owner/managers who fail to provide their tenants with copies of the required paperwork face penalties under the Act, as do tenants who fail to complete and return an entry condition report.

Breaching the terms of a tenancy agreement

If either the tenant or the owner/manager doesn't act in accordance with the terms of the agreement or the Act, it may be considered a **breach**. The Act outlines processes to follow when a breach has occurred, including possible ending of the agreement. For more information see the [Dispute resolution webpage](#) on the RTA website. If the tenant and property manager/owner are unable to resolve a dispute, they can request free dispute resolution via [RTA Web Services](#) or by submitting a paper [Dispute resolution request \(Form 16\)](#).

Ending tenancy agreements

Tenancy agreements can only be ended in accordance with the Act. For more information see the [Ending a tenancy agreement for managing parties fact sheet](#) or the [Ending a tenancy agreement for tenants/residents fact sheet](#).

Accessing RTA forms

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

- rta.qld.gov.au • 1300 366 311 (Mon – Fri: 8:30am – 5:00pm) • Level 11, Midtown Centre, 150 Mary Street, Brisbane



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).

Further information

For more information contact the Residential Tenancies Authority.



rta.qld.gov.au



[1300 366 311](tel:1300366311)



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Disclaimer:

This fact sheet 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 fact sheet.

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