

Rental premises – use, condition, repairs

Under the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act), tenants and property managers/owners have responsibilities for residential premises. This fact sheet contains information under the Act about the use of a rental property and its facilities for general tenancies and movable dwellings.

Tenants use of the premises

The property manager/owner must:

- allow the tenant quiet enjoyment of the premises
- not interfere with the tenant's use of the premises, and
- allow the tenant reasonable peace, comfort and privacy
- ensure the property complies with minimum housing standards when the tenant moves in and throughout the tenancy agreement.

Tenants must ensure they and their guests do not:

- use the premises for any illegal purposes
- cause or permit a nuisance, or
- interfere with the peace, comfort and privacy of any neighbour.

Condition of the premises

At the start of the tenancy, the property manager/owner must ensure the premises and inclusions are clean, fit to live in, in good repair and comply with minimum housing standards. The property manager/owner must maintain the premises and inclusions in good repair and ensure they comply with minimum housing standards throughout the tenancy.

The premises and inclusions must comply with health and safety regulations, such as local council regulations, at the start and throughout the tenancy. If these conditions are not met then the tenant may give a [Notice of intention to leave \(Form 13\)](#) within the first seven days of occupying the property.

The tenant must ensure the premises are kept clean, and that they and their guests do not damage the premises. If the premises are damaged or in need of repair, the tenant must notify the property manager/owner as soon as possible.

At the end of the tenancy, the tenant must leave the premises in a state similar to that recorded in the Entry condition report ([Form 1a](#) for general tenancies or [Form 1b](#) for moveable dwelling/site tenancies), which is completed at the start of the tenancy, less fair wear and tear.

Condition of the premises and site (moveable dwellings)

The manager/owner of a moveable dwelling park must ensure the facilities in the park are maintained, clean, kept in good repair, and that sites remain fit for a moveable dwelling. The facilities must comply with health and safety regulations.

Tenants must keep the caravan, site and inclusions clean and must not damage them. They must not do anything to a facility in the park that makes it unfit for use or detracts from its appearance. Where the tenancy is for a site only, the tenant must keep it in a way that does not detract from the general standards of the park.

Tenants who rent the site only are responsible for the maintenance of their own caravan. Both manager/owner and tenant must maintain the site, including the area around the moveable dwelling. The tenancy agreement should indicate responsibilities for the site at the end of the tenancy.

Minimum housing standards

The premises must meet minimum housing standards when the tenant moves in and throughout the tenancy agreement.

Minimum housing standards do not apply to shared facilities, but the Act states that these must be kept clean and in good repair.

Installing fixtures

A tenant is required to seek written approval from the property manager/owner to attach a fixture or make a structural change to the premises. This can be done by completing the approved form, the [Request for approval to attach fixtures or make structural changes \(Form 23\)](#), stating the description, location and reason for the fixture or structural change to the premises for consideration.

A tenant should complete a separate form for each request.

If the request is approved, the property manager/owner may advise their approval is subject to body corporate by-law approval or choose to impose certain conditions to the agreement. A property owner should inform the tenant as soon as practicable of the body corporate's decision.

It is a breach to attach a fixture or make a structural change without a property manager/owners' approval.

A property manager/owner should not unreasonably refuse alterations.

If a tenant installs fixtures or fittings or makes alterations to the premises without consent, the property manager/owner has three options:

- to treat it as a breach and try to resolve the dispute
- to accept the changes as improvements, or
- to remove the fixture and charge the tenant for the costs of doing so.

Locks and keys

The property manager/owner must supply and maintain all locks to ensure the premises are reasonably secure. Once minimum housing standards come into effect, the property manager/owner must ensure there are functioning locks or latches on all external facing doors and windows which could be accessed without a ladder.

If there is more than one tenant named on the tenancy agreement, the property manager/owner must supply each of the named tenants with a key for each lock required to access the premises.

The property manager/owner must give at least one of the tenants a key for each lock that is part of the premises. For example, a key for a lock on a door to a room in the premises, on the mailbox, on a door to a toolshed that forms part of the premises or on a built-in cupboard in the premises.

If either party wants to change the locks at any stage of the tenancy, both parties must agree and neither party may unreasonably withhold their consent. The other party must be given a new key unless the [Queensland Civil and Administrative Tribunal \(QCAT\)](#) orders otherwise, or they agree to not being given a key. The tenant or property manager/owner may change a lock in an emergency or following an order from QCAT.

Domestic and family violence

The tenant may change the locks at the property if they believe it is necessary to protect themselves or other occupants in the property from domestic and family violence (DFV). The tenant does not need to ask the property manager/owner for consent to do this, but must:

- engage a qualified locksmith or tradesperson
- provide a copy of the key or access code to the property manager/owner (unless they agree it is not necessary, or QCAT orders that the key not be given to the property manager/owner), and
- comply with body corporate laws or by-laws applying to the property.

If the tenant changes a lock or access code due to DFV and gives the property manager/owner a copy of the changed key or code, the property manager/owner must not give the new key to any person without the tenant's agreement or a reasonable reason.

Penalties apply to property managers/owners who do not comply with this section of the Act. For more information, visit the RTA's [domestic violence in a rental property webpage](#).

Different rules for changing locks apply to residents. Please refer to the [Domestic and family violence – information for residents fact sheet](#).

General repairs

Tenants should notify the property manager/owner if any general repairs are needed, which must then be carried out in a reasonable time. If the tenant issues a [Notice to remedy breach \(Form 11\)](#), they must give the property manager/owner a minimum notice period of seven days to remedy the breach.

Emergency repairs

The Act states emergency repairs are:

- a burst water service or a serious water service leak
- a blocked or broken lavatory system or fittings
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm, fire or impact damage
- a failure or breakdown of the gas, electricity or water supply to the premises
- a failure or breakdown of an essential service or appliance on premises for hot water, cooking or heating
- a fault or damage that makes premises unsafe or unsecure
- a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of premises, or
- a serious fault in any staircase, lift or other common area which inhibits or unduly inconveniences tenants in gaining access to or using the premises.

Once minimum housing standards come into effect for the property, any repairs needed to make the property or its inclusions comply with these standards will also be classified as emergency repairs.

Payment for emergency repairs

The tenant should try to contact the property manager/owner or nominated repairer. If neither can be contacted, the tenant can get a suitably qualified person to carry out emergency repairs to a maximum value of four weeks' rent or can apply to QCAT for a repair order.

If the tenant arranges for the emergency repairs, they must give a copy of the invoice and/or receipt to the property manager/owner who must reimburse the tenant or pay the invoice within seven days.

If the tenant has problems, or is likely to have problems arranging the emergency repairs, they can apply to QCAT for an order:

- for the property manager/owner to arrange for the repairs
- for the tenant to arrange for the repairs, or
- for the property manager/owner to reimburse the tenant or repairer.

The property manager/owner can also apply to QCAT if they object to the emergency repairs or reimbursement.

Disagreements may arise between tenants and property managers/owners about repairs. Tenants and property managers/owners can usually resolve their disputes by talking to each other and finding out about their rights and responsibilities under the Act. For information on dealing with disputes, see the [dispute resolution webpage](#) on the RTA website.

If self-resolution has been attempted and is unsuccessful, the right to issue a [Notice to remedy breach \(Form 11\)](#) remains to help formalise the request for repairs. If the tenant and property manager/owner are unable to resolve a dispute around repairs, they can also request free dispute resolution via [RTA Web Services](#) or by submitting a [Dispute resolution request \(Form 16\)](#).

Tenants may also have the option to apply for a repair order from QCAT for routine and emergency repairs. For more information or repair orders, find out more in the [Repair orders fact sheet](#).

Applying for a repair order

To avoid issues with enforceability of a repair order, tenants are encouraged to list all relevant parties – including the property owner in the application to QCAT.

Although QCAT determines the content and specifics of a repair order, including the property owner in the application to QCAT may help to:

- **Clarify accountability:** naming the property owner may reduce confusion about who is responsible for carrying out the required repairs and prevent misunderstandings.
- **Support compliance:** including the property owner on the form provides a clearer pathway for ensuring repairs are carried out, even if the managing agent is no longer involved.
- **Encourage timely repairs:** listing the property owner increases the likelihood that the responsible party is aware of their obligations and reduce delays.

The property owner's details may be found in the tenancy agreement or by contacting the property manager/owner.

Learn more about how to apply for a repair order in the [Repair orders 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 to Fri, 8:30am to 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



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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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