

Rooming accommodation agreements

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the law that governs renting a residential property in Queensland, including renting rooming accommodation.

The Act covers rooming accommodation such as boarding houses, supported accommodation services, off-campus student accommodation and other rooming style accommodation. On campus student accommodation, such as university colleges, is not covered under the Act.

A [Rooming accommodation agreement](#) (Form R18) is the agreement between a resident and a provider which sets out the terms that apply to a resident's tenancy. The Act states what must be included in a rooming tenancy agreement. Both residents and providers/agents must abide by the terms of the agreement.

An agreement includes standard terms stated in the Act and the *Residential Tenancies and Rooming Accommodation Regulation 2009* covering the rights and responsibilities of residents and providers. It can also include special terms as agreed between the resident and provider/agent. A copy of the house rules forms part of the terms of the agreement and must also be given to the resident.

Types of rooming accommodation agreements

An agreement can be a:

- fixed term agreement, which means an agreement for a fixed period of time with a specified start and end date
- periodic agreement, which means an agreement with a start date but no set end date and which operates on an ongoing basis for an unspecified amount of time.

Does the agreement have to be in writing?

The Act states that agreements must be in writing and they must:

- be written clearly
- contain all standard terms and any special terms (which must comply with the Act)
- give the provider's/agent's name, address and any phone number
- give the resident's name and any phone number
- fully describe the services to be provided
- say how much rent is to be paid and how and when it is to be paid
- state the day the rent was last increased for the room
- state how much of rent paid is for accommodation and for any food, personal care and other services provided
- state the ending date for fixed term agreements, and
- be signed by all parties.

Rent increase requirements do not apply to exempt providers. The Act provides definitions for an exempt provider.

The requirement to provide evidence of a rent increase does not apply if the premises is purchased within 12 months of commencement, and the provider does not have information about the date of the last rent increase.

If the property was purchased within 12 months of a new lease starting and the property manager/owner does not have the information about the last rent increase, or if the property owner lived in the property before renting it out, how can they provide the date of the last rent increase on the tenancy agreement?

From 6 June 2024, the legislation requires property managers/owners to provide the date of the last rent increase in a rooming accommodation agreement. There is no specific exemption for situations such as when a property is purchased within 12 months of a new tenancy starting, and property managers/owners do not have the information of the date of the last rent increase. Additionally, the legislation does not address the situation where an owner who previously lived in the property begins renting it out for the first time and is unable to provide the date of the last rent increase.

The Residential Tenancies Authority (RTA) recommends that property managers/owners communicate to the tenant in writing if they cannot provide the date of the most recent rent increase at the beginning of a tenancy including the reason why that information cannot be provided.

Residents can ask for evidence of the last rent increase if they have concerns about compliance with the legislation, however, if the property was purchased within 12 months of the start of the tenancy, the property manager/owner is not required to provide evidence if they do not have it.

Please note: that under the legislation an owner is deemed to have evidence of the last rent increase if they, or their agent (e.g. real estate agent, property manager, lawyer) has this information in their possession or control.

If the issue cannot be resolved through self-resolution, the customers may request a [dispute resolution](#) through the RTA or a resident can [request an investigation](#) by the RTA.

What is the provider/agent responsible for?

The provider/agent is responsible for:

- meeting all the costs of preparing the agreement
- ensuring the correct form is used and completed
- giving a copy of the proposed agreement with the house rules to the resident before they sign it
- within three days after receiving the agreement signed by the resident, signing and returning a copy of the agreement signed by all parties to the resident, and
- making sure the room is in a good state of repair and ready for the resident to move into on the agreed date.

There are penalties in place if the provider/agent fails to provide a written agreement. All parties still have rights and responsibilities under the law even if a written agreement is not provided.

What if the resident or provider/agent doesn't abide by the terms of the agreement?

If either party to the agreement doesn't act in accordance with the terms of the agreement or the Act, it may be considered a breach. For example, if a resident breaches the agreement (such as by breaking a house rule) the provider may issue a [Notice to remedy breach – Rooming accommodation](#) (Form R11) giving the resident a minimum of five days to fix the problem.

If the resident fails to fix the breach within the allowed time, a provider may ask the resident to leave with a [Notice to leave – Rooming accommodation](#) (Form R12). A provider may ask the resident to leave immediately in the case of a serious breach.

Serious breaches include:

- the resident has used their room or common rooms for an illegal purpose
- the resident, or their guest, has:
 - destroyed or seriously damaged a part of the property
 - endangered another person within the property
 - significantly interfered with the reasonable peace, comfort or privacy of another resident.

A resident may also issue a provider with a Notice to remedy breach – Rooming accommodation if the provider breaches the agreement (such as by not following the rules of entry). The provider must be given at least five days to fix the problem.

If a resident or provider breaches the agreement the same way more than twice in a one year period, even if they have fixed the breach each time, the other party may seek to apply to the Queensland Civil and Administrative Tribunal (QCAT) to end the agreement on the grounds of repeated breaches.

See the [breach of the agreement webpage](#) for more information.

What if the resident breaks the agreement by paying rent late?

If issuing a Notice to remedy breach – Rooming accommodation for rent arrears, different notice periods apply. See the [Rent in rooming accommodation fact sheet](#) for further information.

How can agreements be ended?

Agreements can only be ended in a way approved by the Act. Ending an agreement or removing residents without following the steps in the Act is unlawful and can result in penalties. See the [ending an agreement early \(breaking a lease\) webpage](#) for more information.

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



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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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