

Step by step guide for property managers/owners affected by the 2022 floods

If your rental property is damaged by flooding, it can be difficult to know where to start. Emotions can run high for everyone involved, so it's important that everyone communicates openly and treats each other with compassion and respect.

This guide provides step-by-step instructions on what to do if you're a Queensland property manager/owner and your rental property was affected by the 2022 floods. If you're a tenant, please see our [Step by step guide for Queensland tenants affected by the 2022 floods](#).



Step 1 - Safety first

If your rental property is impacted by flooding, safety must be your highest priority. Do not attempt to enter the property until it is safe to do so and follow any active public safety directives. Remember if you or a third party are entering the property, you will need to inform the tenant first. If you do enter a flood damaged property, ensure the electricity is off until it's been assessed by a professional and deemed safe to turn it back on.

Step 2 - Contact the tenant

If you think your rental property may have been affected by flooding, contact your tenant as soon as possible. Be aware that power and service outages may affect your ability to get in contact immediately. If the tenant has taken any photos of the damaged property, ask them to share these with you as it will help both of you work out next steps.



Step 3 - Assess the property

The property will then need to be assessed to determine if it's liveable or not. A property is deemed unliveable when it is either fully or partially destroyed, or it can no longer be used lawfully as a residence because it doesn't meet health and safety standards.

Either you or the tenant can assess the property, or you may choose to assess it together. You may also opt to engage a qualified tradesperson to provide professional advice. If you are assessing the property, you will need to inform the tenant before you enter the premises.

Step 4 - Determine next steps

Once the property has been assessed, you and the tenant will need to work through your options. Before you decide on the best course of action, you may want to discuss the situation with your insurer. Depending on your type and level of coverage, there may be additional insurance repercussions to consider.



Option 1 - Ending the tenancy because the property is unliveable

A tenancy does not automatically end when a property becomes unliveable after flooding. The tenancy will only end if one of the following occurs:

- you and the tenant agree to end the tenancy in writing
- you give the tenant Notice to leave on the grounds of non-liveability
- the tenant gives you Notice of intention to leave on the grounds of non-liveability or
- the Queensland Civil and Administrative Tribunal (QCAT) makes an order for the tenancy to end.

The tenancy agreement ends on the day the Notice to leave or Notice of intention to leave due to unliveability is given. However, the person issuing the notice can give a longer notice period. For example, you may give the tenant extra days to find alternative accommodation and collect their possessions.

Notice to end the tenancy on the grounds of non-liveability must be given within one month of the natural disaster occurring. It's the tenant's responsibility to find alternative accommodation. However, if you manage other rental properties that may be vacant or available, you may want to discuss these as alternatives with the tenant.

What if your tenant wants to stay or doesn't leave the property?

The safety of anyone entering or staying in the property must be the priority. If the property is unliveable, you should speak to the tenant and explain why the property is unsafe for them to live in. If the tenant still refuses to leave the property you can make an [urgent application to QCAT](#) to terminate the tenancy.

Option 2 – Tenant stays in the property while it's repaired

The tenant may want to stay in the property even if it is damaged. Speak to the tenant and see if you can come to an arrangement. The property must be safe and liveable and health and safety requirements will need to be considered.

You may negotiate a rent reduction with the tenant while the property is being repaired. Rent reductions may occur if:

- the property is significantly damaged, to the extent where its standard has decreased substantially and/or
- services or facilities provided under the agreement, such as car parks, pools or a laundry, are not available.

Any agreed rent reduction must be documented in writing.



Option 3 – Tenant leaves the rental property temporarily and returns later

If the property is unliveable or needs extensive repairs, the tenant may want to leave the rental temporarily and return once it's fixed. In this case you may choose to offer a rent reduction, or negotiate for the tenant to pay no rent, while the repairs are made.

Alternatively, you and the tenant may decide to end the tenancy on grounds of non-liveability and then sign a new agreement after repairs are completed. The terms of the new agreement will need to be negotiated.

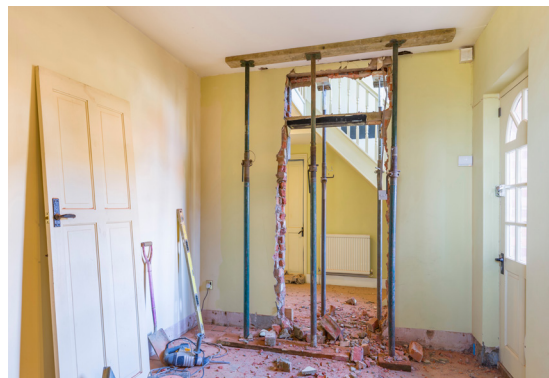
Step 5 - Repairs and insurance

The property owner is responsible for bringing the property back to a liveable condition, including fixing fixtures, fences, windows, doors and roofs. You are responsible for organising repairs and should negotiate with the tenant to find a suitable time for repairs to be carried out (entry rules apply).

If you have insurance, you should contact your insurance provider as soon as possible. You may need to provide photos or videos of the damaged property as evidence for your claim. The tenant is responsible for removing or cleaning their own possessions. If they have contents insurance, they should speak directly with their own provider. Your building and/or landlord insurance will not likely cover your tenant's possessions.

After a flood, demands on insurers, tradespeople and services can be high. Repairs may take longer than usual. You should keep the tenant informed about the timelines for any necessary repairs. Be open with your communication and let the tenant know if there are delays. Remember you must give the tenant notice if you or a tradesperson need to enter the property.

If you and the tenant can't come to an agreement around repairs or entry, you can contact the RTA and [request free dispute resolution](#).



Resources and support

More RTA resources and information on State and Federal Government flood support is available on the RTA Natural Disasters webpage: rta.qld.gov.au/natural-disasters.

Further information

For more information contact the Residential Tenancies Authority.



rta.qld.gov.au



1300 366 311

Interpreter



An interpreter service is available, contact Translationz on (07) 2000 4600 during RTA business hours and they will phone the RTA for you free of charge.

Accessing RTA forms

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

- rta.qld.gov.au
- 1300 366 311
- Level 11, Midtown Centre, 150 Mary Street, Brisbane

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Disclaimer

This fact sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 (the Act) 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.

