

# What to do for rooming accommodation residents experiencing DFV

\* A rooming accommodation agreement may also be known as a lease or contract

## If you are a resident experiencing domestic and family violence

You can choose to stay at the premises.

You can request the provider/manager changes or repairs locks to secure entry to your room to protect you from domestic violence.

The provider/manager must change the lock and must not give a key for the changed lock to any other person without your agreement or a reasonable excuse.

All other parts of the agreement remain the same.

You can choose to leave the premises.

Complete the [Notice ending residency interest \(domestic and family violence\)](#) (Form R20) and give this to your provider/manager supported by relevant evidence of domestic and family violence (see types of approved evidence in Part B of the Form R20). You can choose to show or give this evidence to the provider/manager.

You can leave immediately after giving the Notice, but you are responsible for paying rent for the 7 days of the notice period. You are not required to give forwarding address details to the provider/manager.

The provider/manager must not disclose the evidence supporting your Notice ending residency interest to anyone except in specific permitted circumstances – **penalties apply**.

Within 7 days

The provider/manager must notify you that they intend to apply to [Queensland Civil and Administrative Tribunal](#) (QCAT) to have the Notice set aside as it is not in the approved form or supported by relevant evidence.

QCAT sets aside the Notice and it is no longer valid. Your rooming accommodation agreement\* continues.

You may be able to end the agreement for other reasons e.g. apply to QCAT to end the agreement due to excessive hardship. You can contact the RTA to discuss your options – visit [rta.qld.gov.au](http://rta.qld.gov.au) or phone 1300 366 311. Other [legal, advocacy or support services](#) are available.

QCAT does not set aside the Notice and it remains valid.

The provider/ manager must notify you:

- they do not intend to apply to QCAT to set the notice aside
- the date when any remaining residents on the same agreement will be told that you have ended your interest in the rooming accommodation agreement\*.

Your interest in the rooming accommodation agreement ends when the 7 day notice period has expired and you have left the premises.

Are you the only person on the agreement at the premises?

Yes

No additional action is required. Your rooming accommodation agreement ends.

No

The agreement for the remaining residents continues. The provider/manager will give them a [Continuing interest notice](#) (CIN) to let them know your interest in the agreement has ended and ask them to top up the bond. This must be done between 7–14 days **after** your interest in the agreement has ended.

If you have paid bond money, you or the provider/manager can submit the [Bond refund for persons experiencing domestic and family violence](#) (Form 4a). This bond refund only relates to you and your portion of the bond.

Other residents who paid money for the same bond will not need to sign this bond refund request and they will not be notified of this bond claim.

See this [fact sheet](#) for more details about this bond refund process.