

Ending a tenancy agreement for tenants/residents

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the law that governs renting a residential property in Queensland. This fact sheet contains information and a summary of how the Act applies but should not be relied on as legal advice for specific residential tenancies.

For ease of reading, tenants and residents will be referred to as tenants in this fact sheet. The term tenancy refers to all tenancies including general tenancies and rooming accommodation. The term managing parties includes lessors, lessor's agents, property owners, property managers and accommodation providers.

Overview

Tenancy agreements can only be ended in accordance with the Act. There are processes that must be followed to correctly end an agreement, including using the approved form to provide reasons for ending the agreement and allowing the right amount of time for the notice period.

From 1 October 2022, tenants have a wider range of reasons they can specify for ending a tenancy.

Reasons tenants can give to end an agreement

Tenants can give notice of their intention to end a tenancy for one of the following reasons.

- **Without grounds (without specific reason)**

- Tenants can end an agreement (a fixed term or a periodic) without giving a reason. However, a fixed term agreement cannot be ended before the agreement's end date, unless both parties agree.
- If the tenant ends an agreement early (before the agreement end date) by giving a [Notice of intention to leave](#) (Form 13), they are breaking the lease and may have to pay compensation.

- **Unremedied breach**

- Tenants can end the agreement if the managing party does not remedy a breach after the [Notice to remedy breach](#) (Form 11) process has been followed.
- It is important to note that ending a fixed term agreement for an unremedied breach does not necessarily mean that the tenant will not be ordered to pay compensation to the managing party for the early termination of the fixed term agreement. Whether compensation would be payable is determined by the seriousness of the unremedied breach and other relevant factors.

- **Non-livability**

- Tenants can end the agreement if the property is partly or wholly destroyed or if the property can no longer be used legally as a dwelling. This does not apply if the non-livability is caused by one of the parties breaking the agreement e.g. by causing extensive damage.
- The notice must be given within one month of the property becoming non-livable and the agreement can end on the day the notice is given.

- **Death of a co-tenant** (does not apply to short term moveable dwellings)

- The tenant may give a [Notice of intention to leave](#) (Form 13) if another tenant under the residential tenancy agreement dies and continuing with the agreement would be impractical for the tenant or cause them excessive hardship.

- **Death of a sole tenant** (tenant's representative)

- If a sole tenant dies, the tenant's personal representative or relative can negotiate with the managing party to end the tenancy. The date the agreement ends depends on the action taken.
 - The tenant's personal representative can issue a notice to the managing party, or the managing party can issue a notice to the tenant's representative.
 - Parties can negotiate a mutually agreed date.
 - If no notice is given or no agreement is made, the tenancy ends one month (or 14 days for rooming accommodation) after the tenant's death, or by a [Queensland Civil and Administrative Tribunal](#) (QCAT) order.

- **Managing party's intention to sell property** (does not apply to rooming accommodation)
 - The tenant can end the agreement if the property is for sale within the first two months of the tenancy starting and they had not been informed in writing at the time they signed the agreement.
 - The tenant has until two weeks after the first two months of the tenancy to advise they want to leave.
- **Entitlement to student accommodation ends** (does not apply to moveable dwellings)
 - This section applies if the property is used for student accommodation and the tenant's entitlement to occupy the property or room depends on the tenant being a student.
 - Student accommodation means properties primarily used to provide accommodation to persons who are students. Student means a person enrolled in a course that, under the *Social Security Act 1991 (Commonwealth)* section 569B, is an approved course of education or study for section 569A(b) of that Act.
 - If the tenant stops being a student, the tenant may give a [Notice of intention to leave](#) (Form 13)
- **Condition of property** (does not apply to short term moveable dwellings)
 - The tenant may give a [Notice of intention to leave](#) (Form 13) within the first seven days of occupying the property under the residential tenancy agreement if:
 - the property is not fit for the tenant to live in
 - the property or its inclusion are not in good repair
 - the managing party is in breach of a law dealing with issues about the health or safety of persons using or entering the property
 - the property or its inclusions do not comply with the prescribed minimum housing standards (only effective after commencement of minimum housing standards from 1 September 2023 for new tenancies and 1 September 2024 for all tenancies).
 - The tenant may not give a Notice of intention to leave (Form 13) under this ground if the circumstances mentioned above were caused by an action or failure of the tenant.
- **Managing party's failure to comply with repair order** (does not apply to rooming accommodation)
 - The tenant may give a [Notice of intention to leave](#) (Form 13) for this reason if all of the following apply:
 - a repair order applies to the managing party
 - the repair order requires repairs to be carried out to the property or its inclusions by a stated day
 - the managing party fails to comply with the repair order by the stated date.
- **Managing party's failure to comply with a QCAT order** (does not apply to rooming accommodation)
 - The tenant may give a [Notice of intention to leave](#) (Form 13) if the managing party has failed to comply with a Queensland Civil and Administrative Tribunal (QCAT) order.
- **Compulsory acquisition** (does not apply to rooming accommodation)
 - Tenants can give a [Notice of intention to leave](#) (Form 13) if the property has been appropriated or acquired compulsorily by an authority.

A tenancy agreement can also be ended if both the tenant and the managing party mutually agree. It is recommended that this be put in writing with the agreed end date specified and signed.

Important: the correct notice periods must be provided when issuing a notice. For more details, refer to the [Notice periods for ending a tenancy webpage](#).

Termination orders by QCAT for misrepresentation

Within the first three months on which the tenant occupies the property under the residential tenancy agreement, the tenant may apply to QCAT for a termination order because the managing party gave the tenant false or misleading information about any of the below:

- the condition of the property or its inclusions
- the services provided for the property
- a matter relating to the property that is likely to affect the tenant's quiet enjoyment of the property
- the agreement or any other document the managing party must give the tenant under the Act, such as body corporate by-laws that apply to the property
- the right and obligations of the tenant or the managing party under the Act.

The tenant does not need to issue a [Notice of intention to leave](#) (Form 13) before applying to QCAT. However, they must lodge a request for free dispute resolution with the RTA via the [Tenancy Dispute Resolution Web Service](#) or using the [Dispute resolution request](#) (Form 16) prior to applying to QCAT.

In deciding if the false and misleading information justifies a termination order, QCAT will consider:

- the extent to which the false and misleading information
 - induced the tenant to enter into the agreement
 - misrepresented the condition of the property/room and its inclusions
 - misrepresented the services provided for the property/room
 - adversely affected the tenant in exercising a right under the Act
 - adversely affected the tenant's quiet enjoyment of the property
- the adverse effects likely to be suffered by the tenant or other persons if the agreement were not terminated
- any other matter QCAT considers relevant.

Disputes about ending agreements

The RTA encourages self-resolution of disputes about ending agreements. Parties should attempt to resolve the dispute themselves by talking to each other and finding out about their rights and responsibilities. If they cannot reach an agreement, the parties can request free RTA dispute resolution via [RTA Web Services](#) or by submitting a paper [Dispute resolution request](#) (Form 16). If no agreement is reached, the RTA will issue a *Notice of unresolved dispute* for the party to apply to QCAT for a decision.

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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