

Step-by-step guide for property managers/owners impacted by natural disasters

This guide provides step-by-step instructions Queensland property managers/owners can use if their rental property is impacted by a natural disaster. If you're a tenant, we have a separate step-by-step guide for you.

If your rental property is impacted by a natural disaster, it can be difficult to know where to start. Emotions can run high for everyone involved, so it's important for all parties to communicate openly and respectfully.



Step 1 - Safety first

In the event of a natural disaster, staying safe 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.

If you must enter the property in case of emergency or to prevent imminent or further damage, ensure the electricity is off and only switched back on after it's been assessed by a professional and deemed safe. You can enter in this situation without notice, but in all other circumstances you'll need to provide the tenant notice before you or a third party enter.

Step 2 - Contact the tenant

If you think your rental property may have been impacted by a natural disaster, contact your tenant as soon as possible. Be mindful that power and service outages may affect your ability to get in contact with them immediately.



Step 3 - Assess the property

If your rental property is significantly impacted during the disaster, it may need to be assessed by a qualified tradesperson to determine whether it's liveable or not. Under the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act), a property is deemed unliveable (referred to as non-livability in the Act) when it's 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.

If the damage isn't significant, you or the tenant can do an informal assessment of the property individually or together. If you or a third party are assessing the property, you'll need to provide the tenant notice before you enter the property.

When you can safely access the property, we recommend taking photos of any damage or asking the tenant to share any photos they've taken with you. This will help both of you to assess the situation, work out next steps, and identify any repairs that might be needed.

Step 4 - Determine next steps

Once the property has been assessed, you'll need to work through the tenancy options with your tenant. Remember, the safety of anyone entering or staying at the property must be the priority. The property must be safe and liveable, and health and safety requirements must be considered.

Before you decide on the best course of action, you may want to discuss the situation with your insurer as there may be other factors to consider depending on your type of and level of coverage.



Option 1 - Ending the tenancy because the property is unliveable

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

- you and the tenant mutually agree to end the tenancy in writing
- you give the tenant Notice to leave (Form 12) on the grounds of non-liveability
- the tenant gives you Notice of intention to leave (Form 13) on the grounds of non-liveability or
- the Queensland Civil and Administrative Tribunal (QCAT) makes an order for the tenancy to end.

Until a notice is given to end the tenancy, the tenant is responsible for paying rent – even if they've had to evacuate the property.

The tenancy agreement ends on the day the Notice to leave or Notice of intention to leave due to non-liveability is given, unless the person issuing it chooses to provide a longer notice period. 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, but if you manage other rental properties that may be vacant or available, you may want to discuss these options with your tenant.

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

If you've given a Notice to leave (Form 12) on the grounds of non-liveability and the tenant disagrees, explain why it isn't safe for them to stay at the property and see if you can come to an agreement.

If you are unable to reach an agreement for next steps regarding the tenancy, our [free dispute resolution service](#) may be able to help. Our conciliators are impartial and help parties to make informed decisions and reach a mutually acceptable outcome without the need for legal action.

If dispute resolution isn't successful and the tenant fails to leave the property by the date on the Notice to leave, you may make an urgent application to QCAT for a termination order and a [warrant of possession](#).

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 agreement. Health and safety requirements must be considered when making decisions.

In this situation, you may choose to offer a rent reduction to 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 and you should both keep a copy.

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

If the property is unliveable or needs extensive repairs, the tenant may prefer to continue the tenancy and live in alternative accommodation while it's being fixed. In this situation, you may choose to offer reduced rent or no rent while the repairs are made. Any agreed rent reduction must be documented in writing.

Alternatively, you and the tenant may decide to end the tenancy on grounds of non-liveability and then sign a new agreement once repairs are completed. The terms of the new agreement will need to be negotiated, including the rent amount. While the rental market can become competitive after a natural disaster, there are specific rules around when the rent can be increased. Importantly, you cannot evict the tenant in favour of another tenant who will pay a higher rent.

Step 5 - Repairs and insurance

You are responsible for any maintenance and organising any repairs needed to bring the property back to a liveable condition, including repairs to fixtures (such as carpet), fences, windows, doors and roofs. These repairs need to comply with relevant health and safety laws and should be organised within a reasonable timeframe. If you have building insurance and want to make a claim, you should contact your insurance provider as soon as possible. We recommend taking photos or videos of any damage as evidence for your claim.

The tenant is responsible for removing and cleaning their own possessions. If they have contents insurance, they should speak directly with their own provider as soon as possible. If you have building and/or landlord insurance, it likely will not cover your tenant's possessions.

Natural disasters often mean increased demands on insurers, tradespeople and services, and repairs may take longer than usual. You should keep the tenant informed about the timelines for any necessary repairs, and keep lines of communication open in case there are delays. Remember you must give the tenant notice if you or a tradesperson need to enter the property.

If you're unable to reach an agreement for next steps regarding the tenancy, our [free dispute resolution service](#) may be able to help. Our conciliators are impartial and help parties to make informed decisions and reach a mutually acceptable outcome without the need for legal action.

If you do not take action to address repairs in a timely manner, your tenant may apply to QCAT for a [repair order](#).



Resources and support

For more information, resources and support, visit our 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

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).

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.

