

Rent – rooming accommodation

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) contains the rules covering rooming accommodation such as boarding houses, hostels, and off-campus student accommodation in Queensland.

Rent

Rent accrues on a daily basis while the resident occupies the room, or holds the room after ending the [Rooming accommodation agreement](#) (Form R18).

Providers/agents can not take or dispose of a resident's property or goods in return for unpaid rent, other monies owed, or for damage to premises. Penalty provisions apply.

Ways of paying rent

The Act lists the following ways rent can be paid:

- cash or cheque
- bank deposit to an account specified by the provider/agent
- electronic funds transfer or credit card, or
- payroll or pension/Centrelink deduction.

If the provider/agent wants rent to be paid by a way not listed above, two other ways that are listed must also be offered to the resident. The provider/agent must also tell the resident about any costs associated with the way of paying rent that is not listed.

By law, residents must pay their rent on time and at the place stated in the agreement.

If the provider/agent gives the resident a written notice changing the location where rent is to be paid and it is a reasonable place, the resident must pay at this location.

Rent receipts and records

Providers/agents must give residents receipts for all rent payments made in cash at the time the payment is made. Receipts must also be given to residents when payments are made by other methods, if they request a receipt.

Receipts must state:

- the resident's name
- the address of the rental premises
- the number of the resident's room
- the date the payment is received
- the period for which the payment is made
- the amount of the payment
- that the payment is a payment of rent, and
- the individual amounts for any services provided such as food or personal care.

Providers/agents must keep records of rent payments for at least one year after the agreement has ended. Penalties apply for false or misleading entries made in rent records or for failing to keep records.

Rent in advance

Residents can only be charged up to a maximum of two weeks rent in advance.

A provider/agent cannot, at the start of a new tenancy, solicit, accept or invite a resident to pay more rent in advance that exceeds two weeks rent, even if a prospective resident makes an offer to pay more than the amount prescribed in the legislation. This is an offence under the Act, with a maximum penalty of 50 penalty units.

Note: throughout the course of a tenancy, a resident may negotiate how much rent in advance can be paid.

Rent increases

The provider/agent must not increase, or propose to increase, the rent payable by a resident less than 12 months after the last rent increase for the resident's room.

Where it has been 12 months or more since the last increase for the resident's room, the provider/agent must give at least four weeks notice in writing that rent will be increased. This notice must say how much the rent will increase by and when the increase will happen.

Rent may only be increased during a fixed term agreement if the agreement says it can be increased, and how this increase is to be worked out.

If the provider/agent prepares a new Rooming accommodation agreement to renew an existing tenancy, provision for an increase in rent at the beginning of the agreement may be made. In this circumstance, there is no need to give four weeks notice as the rent increase is part of a new agreement, not an alteration of the existing one.

These rules do not apply if the resident and provider/agent agree to vary the rent required because there has been a change in the services they provide. This can happen without issuing notices.

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 property manager/owner does not have information about the date of the last rent increase. For more information, please visit our [Rent increases](#) webpage.

Note: If there is a fixed term agreement in place which is to become a periodic agreement, then four weeks notice in writing can be given prior to or on the commencement of the periodic agreement. However, the rent increase can only take effect at least four weeks after the commencement of the periodic agreement.

Rent decreases

Rent may be decreased because:

- there is a drop in the standard of the room or service
- there is a decrease in services provided
- the resident is not receiving a personal care service because they are away
- the resident is not receiving a food service because they have been away for more than two weeks.

If the resident and the provider/agent cannot agree about the decrease, either may apply to the RTA's dispute resolution service for assistance.

Rent arrears

Rent arrears are to be dealt with in accordance with the Act, adhering to notice periods and issuing notices.

If a resident is behind in their rent payments, the provider/agent can issue a [Notice to remedy breach – Rooming accommodation](#) (Form R11) immediately if the resident has been there for less than 28 days. However, the Act states that if the resident has been there for more than 28 days, a notice cannot be issued until the rent has remained unpaid for two days.

When the provider/agent issues a Notice to remedy breach – Rooming accommodation for not paying the rent, the resident must be given time to pay the rent owing:

- if the resident has been living in the accommodation for less than 28 days, the provider/agent must give them at least two days' notice to pay the rent
- if they have been living in the accommodation for more than 28 days, the provider/agent must give them four days' notice.

A [Notice to leave – Rooming accommodation](#) (Form R12) may be issued if the resident has not paid the rent by the due date on the Notice to remedy breach – Rooming accommodation.

See the flow chart on the next page for more information.

Charges for utility services

A resident cannot be charged for a utility service payable by the provider/agent (such as electricity, gas and water), unless the room is separately metered for the utility service. The resident cannot be asked to pay more than the provider/agent has been charged for the service used by the resident. There can be no profit or additional charge levied on the resident.

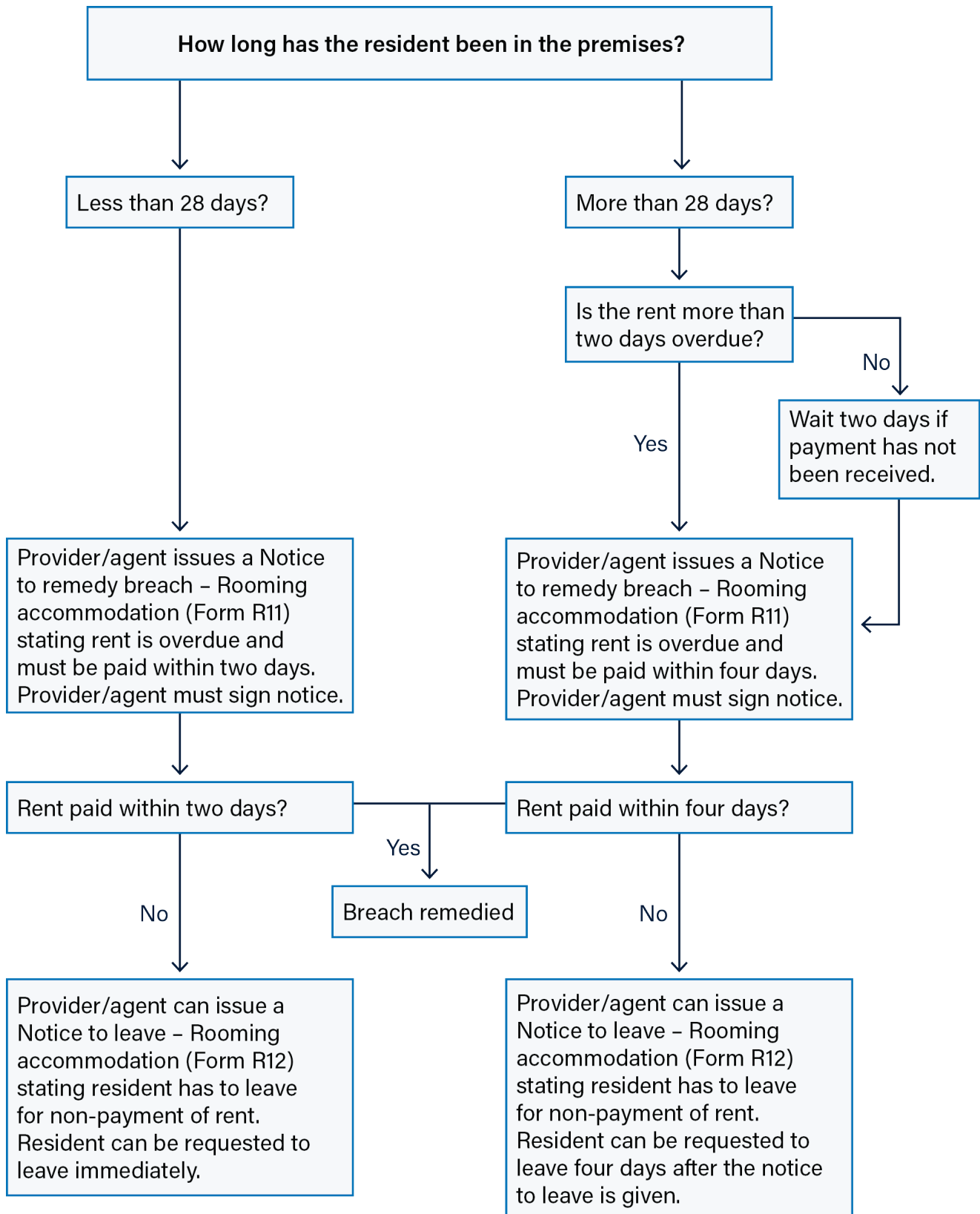
Dealing with disputes

Disagreements may arise between residents and providers/agents about rent, rent increases or rent arrears.

Residents and providers/agents can usually resolve their disputes by talking to each other and finding out about their rights and responsibilities under the Act. If this does not work, the RTA's dispute resolution service may be able to help. If they still cannot agree after dispute resolution with the RTA, an application may be made to the Tribunal for a decision.

Residents and providers/agents can request free RTA dispute resolution quickly and easily online via the [Tenancy Dispute Resolution Web Service](#). Customers who cannot access Web Services can request RTA dispute resolution via the paper [Dispute resolution request](#) (Form 16).

Issuing a Notice to remedy breach – Rooming accommodation (Form R11) for non-payment of rent (flow chart)



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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