



Managing rooming accommodation in Queensland

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act). The RTA provides tenancy information, bond management, dispute resolution, education services, compliance, and enforcement.

This guide is prepared as an educational resource for people who manage rooming accommodation tenancies in Queensland. It provides a summary of how the Act applies. The information provided is for general guidance only – it is not legal advice. The Act takes precedence over this information should there be any inconsistency between the Act and this guide.

The Act lists the rights and responsibilities of people living in and owning or managing rooming accommodation such as boarding houses, hostels, or off-campus student accommodation.

Legislation governing the operation, registration and accreditation of residential services (i.e. boarding houses, supported accommodation) is *Residential Services (Accreditation) Act 2002* which is administered by Regulatory Services – Department of Housing. Note: student accommodation is an exception and not defined as a residential service.

As the provider/manager, you must

- ensure the room is vacant, clean and in good repair at the start of the tenancy
- respect the rights of the resident to quiet enjoyment of their room and common areas
- comply with all health and safety laws
- keep rooms, common areas, supplied furniture and equipment in a good state of repair
- ensure any external doors and windows of the room and premises have locks or latches
- provide reasonable security to the resident's room with locks in good working order and supply keys for each lock needed to access their room
- take reasonable steps to ensure the resident always has access to their room, common areas and bathroom facilities
- ensure you lodge all bond money with the RTA within 10 days of receiving it, if the resident pays the bond to you
- ensure copies of all relevant documents are provided to the resident within the correct timeframes (e.g. signed rooming agreement, signed entry condition report, etc)
- ensure the rental property meets minimum housing standards (see page 3).

The resident must

- pay the rent on time
- keep their room and common areas clean and undamaged and return their room, as far as possible, in the same condition it was in when they moved in (fair wear and tear excepted)
- not use their room or common areas for illegal purposes
- respect the other resident's and neighbours' right to peace and quiet
- not intentionally or recklessly damage or destroy any part of the property
- maintain the room so it is not a fire and/or health hazard
- keep to the terms of their rooming accommodation agreement
- follow the house rules.

Residents are responsible for the behaviour of their guests.

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Definition of rooming accommodation

Sections 43, 44

Generally, rooming accommodation is where a resident rents a room and:

- the room is not self-contained, and
- they do not have the right to occupy the entire property, and
- they share facilities such as the bathroom, kitchen or common room.

Examples: off-campus student accommodation or purpose-built student accommodation, boarding houses, supported accommodation and places where a manager/caretaker lives onsite and rents out 4 or more rooms.

It also includes employer provided room-only accommodation and licensed property (e.g. hotels that provide long term accommodation).

Some types of rooming accommodation may provide services such as food or personal care. For information about registration and accreditation under the *Residential Services (Accreditation) Act 2002*, contact the Regulatory Services team within the Department of Housing (housing.qld.gov.au).

Check the RTA's website for types of rooming accommodation that are not covered under the Act.

You can opt into the rules that apply to tenants and lessors/agents in general tenancies. If you do, you should use a [General tenancy agreement](#) (Form 18a). You should also view these processes in the RTA's [Managing general tenancies](#) publication and follow the notice periods and rules that apply.

Before a tenancy

You are responsible for meeting the requirements of the Act. If you employ a manager/caretaker to manage the property you should ensure they understand their legal obligations. You and the manager/caretaker should also have a formal agreement in place.

You and the resident can find further information in the [Provider/manager checklist](#) and [Resident checklist for starting a tenancy](#) on the RTA website.

Clear communication

Clear communication is vital between the provider/manager and the prospective resident. Being clear about expectations and what is included in the rooming agreement gives everyone a chance to resolve concerns before the start of a tenancy and helps prevent disputes during or at the end of the tenancy.

Although the Act generally does not cover the application process, elements relating to money are covered.

Before you rent out a room

Make sure:

- the room is clean and in good repair
- locks and security devices are in good working order
- you give the resident keys to access their room
- you have the proposed [Rooming accommodation agreement](#) (Form R18)
- you decide if you will take a bond from the resident, and

- you have a [Condition report](#) (Form R1) if you decide to take a bond
- the rental property meets minimum housing standards (see below).

You must provide a copy of the proposed rooming agreement, including any special terms before accepting any money from the resident or committing them to the tenancy (this includes tenancy application forms that commit a resident to the rooming accommodation if you choose their application).

If you are planning on putting the property up for sale, check the rules around selling a tenanted property (see page 13)

Minimum housing standards

Minimum housing standards, which clarify repair and maintenance obligations, commenced for new tenancies on 1 September 2023. Minimum housing standards apply to rooming accommodation.

This means if a new rooming agreement is signed or an existing agreement is renewed, the property must meet minimum housing standards before the resident moves in and throughout the tenancy.

Minimum housing standards will come into effect for all remaining tenancies on 1 September 2024.

To meet minimum housing standards a rental property must:

- be weatherproof and structurally sound
- be in good repair, with fixtures and fittings (such as electrical appliances) that are not likely to cause injury through normal use
- have functioning locks or latches on all external doors and windows that can be reached without a ladder
- be free from vermin, damp and mould (this does not include cases where the vermin, damp or mould has been caused by the resident)
- include curtains or other window coverings, which provide privacy in rooms where the resident might reasonably expect it, such as bedrooms
- have adequate plumbing and drainage and be connected to hot and cold water that is suitable for drinking
- provide privacy in bathroom areas and have flushable toilets connected to a sewer, septic tank or other waste disposal system
- have a functioning cook-top, if a kitchen is provided
- include the necessary fixtures for a functional laundry, such as tap fixtures and adequate plumbing, if laundry facilities are provided. The laundry does not have to include a washing machine or other white goods, as these may be provided by the resident.

Discrimination

Section 7 of the *Anti-Discrimination Act 1991*

You must not unlawfully discriminate when choosing a resident. Residents and potential residents should be assessed on their individual merits, rather than on the basis of bias or prejudice. The *Anti-Discrimination Act 1991* and federal anti-discrimination laws protect residents and prospective residents. You cannot make it harder for people in particular groups to gain access to your rental property.

Visit the [Queensland Human Rights Commission website](#) for more information.

Smoke alarms, fire safety standards and electrical switches

It is your responsibility to comply with all relevant health and safety laws. Check the [Queensland Fire and Emergency Services website](#), or the website of appropriate government authority, for information about smoke alarms and fire safety standards required for your property. You can find out information about rules around electrical safety switches on the Queensland Government's [electrical safety webpage](#). Rules may differ depending on the type of building you own.

Utilities

Section 170

Electricity, water and gas are usually connected to the rental property in your name or the manager's name. You can pass these costs on to the resident by:

- including the cost of the services with the rent; or
- adding a separate charge on top of the rent

You can only add separate charges to the rent if the service is individually metered to the room. Separate service charges must be recorded in Item 16 of the rooming accommodation agreement.

You are not allowed to make a profit when on-supplying services to the resident, charge them for the cost of supplying or maintaining equipment, or charge them for time and labour involved in reading meters.

If you and the resident disagree about how bills are worked out, [contact the RTA](#) for help.

If a service becomes unavailable because of your action or inaction, the rent may be reduced by the amount attributed to that service.

Residents with impaired capacity

Impaired capacity refers to a person's ability to make a sound decision in a certain area of their life. People are presumed to have capacity to make their own decisions unless incapacity is established. Impaired decision making may be due to an intellectual disability, acquired brain injury, mental illness, dementia or some other cause. However, having one of these conditions does not necessarily mean a person is unable to make sound decisions.

It is advisable to check with the resident's carer, family, friend, health professional, or (if one has been appointed) their guardian, attorney or administrator if a resident does not:

- understand the nature and effect of a decision
- make a decision freely and voluntarily, and
- is unable to communicate the decision in some way,

You can also get advice from the [Office of the Public Guardian](#) or the [Queensland Civil and Administrative Tribunal](#) (QCAT).

A resident's impaired capacity may affect their ability to understand, negotiate and sign a [Rooming accommodation agreement](#) (Form R18). In this case, a written agreement with special conditions may not be enforceable.

If you think a resident may not have sufficient capacity to sign a [Rooming accommodation agreement](#) (Form R18) you can:

- check if the person has appointed an attorney or has a guardian or administrator appointed
- explain the agreement, its terms and consequences to the resident in simple terms and in the presence of their carer, family member, friend or health professional
- contact the [Office of the Public Guardian](#)
- keep records and make notes documenting what actions and steps you have taken to ensure the person understood the nature and effect of the agreement.

On the [Rooming accommodation agreement](#) (Form R18), the resident can nominate a person to receive tenancy paperwork and notices (e.g. breach notices). The provider is required to issue a copy of the notice to the resident and their representative, who will help ensure the resident understands the matter.

Starting a tenancy

You and the resident may find the [Provider/manager checklist](#) and [Resident checklist for starting a tenancy](#), which you can find on the RTA website, helpful when starting a tenancy.

Documents you will need to give the resident:

- the proposed [Rooming accommodation agreement](#) (Form R18) which includes any special terms
- a copy of the house rules
- a [Bond lodgement](#) (Form 2) if you decide to ask for a bond (alternatively, you or the prospective resident can lodge and pay for a bond online using [RTA Web Services](#)), and
- a Condition report (Form R1) if you decide to ask for a bond.

Rooming agreement

Sections 72–79, 82

A [Rooming accommodation agreement](#) (Form R18), also known as a lease, is a legally binding written contract between you and the resident. You must give the resident a copy of the agreement before they pay any money or enter into the tenancy. It is an offence not to provide the resident with a written agreement. However, the resident still has protection under the law, even if they are not given one.

The agreement outlines your rights and responsibilities and those of your resident. It must include standard terms and may include special terms.

You are also responsible for the cost of preparing the agreement which must be written in a clear and precise way.

You must give the resident the agreement to sign on or before the day they move into the room. You then must sign and return a copy to the resident within 3 days.

The agreement may only be ended by following the correct procedure.

A rooming agreement can be:

- a fixed term agreement – where the agreement has a start date and an end date and the resident agrees to rent the room for a fixed amount of time (e.g. 6 months); or
- a periodic agreement – where the resident agrees to rent the room for an unspecified amount of time (there will be a start date but no end date).

Special terms

Sections 74–76

All special terms are negotiable and should be discussed with the resident prior to them signing the rooming agreement.

Special terms may include details about pets, carpet cleaning, personal care or food services (if applicable).

The special terms cannot require the resident to use a specific contractor, or company for services (e.g. you cannot specify that a specific company should clean the property at the end of the tenancy). You also cannot require them to provide evidence of professional services used (e.g. show a receipt for cleaners).

If you agree to a resident's request for a pet, you could have a condition that they must have the room professionally fumigated and/or have the carpet professionally cleaned at the end of the tenancy, or that the pet must be kept within the room.

At the end of a tenancy, residents have an obligation under the agreement to leave the room in the same condition as it was in at the start of the tenancy, fair wear and tear excepted. Pet damage is not considered fair wear and tear.

Special terms in conflict with the Act are not binding, even if you and the resident have agreed to them. Penalties may apply if you try to enforce terms which are not binding under the Act.

House rules

Sections 266–268, 275, 276

House rules are made about the use, enjoyment, control or management of rooming accommodation.

House rules form part of the agreement and you must give a copy of these rules to the resident when an agreement is signed. A full list of the rules must be posted in a place where residents are likely to see it, such as a notice board in a common area.

If the resident breaks a house rule, they have also breached their rooming accommodation agreement.

There are 2 types of house rules – prescribed rules, which apply to all rooming accommodation in Queensland, and rules made by the provider.

Prescribed rules

- **Resident and guest behaviour:** The resident and their guests must not interfere with the reasonable peace, comfort and privacy of other residents.
- **Maintenance of rooms:** The resident must maintain their room in a way that does not interfere with the reasonable comfort of other residents, and in a condition that does not create a fire and/or health hazard. The resident must not intentionally or recklessly damage or destroy any part of their room or a facility in their room.
- **Common areas:** These may include a television room, bathroom, kitchen, hallway or yard. You must take reasonable steps to make sure the common areas and their facilities are kept safe, clean and in good repair. The resident must ensure they, and their guests, leave common areas neat, clean and tidy after use.
- **Guests:** The resident must make sure their guests are aware of, and follow, the house rules.
- **Access to resident's room:** There are rules surrounding entry and you must take reasonable steps to ensure the resident's quiet enjoyment of their room.
- **Door locks and keys:** The resident must not tamper with (or change) a door lock on the property or make copies of keys without your permission.
- **Animals:** The resident must not keep an animal on the property without your permission.

Provider rules

You can make rules about:

- guests
- smoking
- the use of shared facilities
- parking
- drinking alcohol
- noise levels, and
- keeping pets.

If you want to change the house rules, there is a process that needs to be followed (see page 11).

Condition report

Sections 81, 507

The **Condition report** (Form R1) records the condition of the room at the start of the tenancy. You do not have to fill out this form if you do not take a rental bond.

If you and the resident do complete a Condition report, it is important to fill it out properly and in detail to avoid future problems. You must complete and sign the report and give a copy to the resident for them to complete and sign. The resident must return a copy of the report to you within 7 days. The resident can disagree with what you have written by including their own comments in the report.

You and the resident could also complete and sign the report together. It is important that both you and the resident have a copy of the report.

Attaching photographs or videos is a useful way to support what you have written on the condition report. The report and any other evidence may become important if you need to make a claim on the bond at the end of the tenancy, or if there is a dispute over the condition of the room or any of its inclusions (e.g. furniture, appliances, etc).

Rental bond

Sections 110–122, 146–148

A rental bond is a security deposit a resident pays at the start of a tenancy. You do not have to ask for a bond. If you take a bond, it is held by the RTA and is paid back to the resident at the end of the tenancy, provided no money is owed to you for rent, damages or other costs.

You need to give the resident a copy of the rooming agreement before a bond is taken (or any money paid).

If you collect a deposit for any of the following, this money is considered to be part of the bond and must be lodged with the RTA. Examples could include:

- a deposit for supplying a key
- a linen deposit, or
- any other form of deposit.

If you take a bond, you must:

- give the resident a receipt immediately
- fill in a **Bond lodgement** (Form 2) that you and the resident sign OR you (or your resident) can lodge the bond online via **RTA Web Services**, and
- lodge the bond with the RTA within 10 days.

If the resident is paying the bond by instalments, you must lodge the instalments within the required timeframes as set by the Act (see the Part payment of the bond section of this guide on page 7).

Penalties apply for not complying with these requirements.

You can use [RTA Web Services](#) to lodge and pay for single or multiple bonds in one online transaction using BPAY or credit card.

Once you have lodged and paid your bond, the RTA will send you and the resident an Acknowledgement of rental bond letter that includes a rental bond number. This bond number should be used when contacting the RTA about the bond.

Maximum bond amounts

In rooming accommodation, the maximum bond you can charge is equal to 4 weeks rent, if the rent is \$500 a week or less. If the rent is more than \$500 a week, there is no limit on the bond, but you should negotiate the bond amount with the resident.

The maximum amount applies to the total of all bonds, no matter how many bonds are taken and what they are called (e.g. security deposits, key deposits, linen deposits).

If you allow a pet in the room, you cannot ask the resident to pay a pet bond.

Part payment of bond

You can accept bond payments in instalments. You and the resident should agree about the number and amount of instalments to be made and record it in the rooming accommodation agreement.

The first payment and all instalments should be lodged using a [Bond lodgement](#) (Form 2) or by using the [RTA Web Services](#). The resident can lodge the first payment and all bond instalments directly with the RTA, or they can send the money to you to lodge on their behalf. There are different processes for Department of Housing bond loans. Read the Department's [Bond loan webpage](#) for more information.

If you are lodging the bond on behalf of the resident, the instalments must be lodged with the RTA:

- within 10 days of you receiving the money
- within 10 days of the last instalment, and
- within 3 months of receiving the first rental bond instalment. If the agreement ends before all bond instalments have been made, you must lodge the total instalments received with the RTA.

Rental bond loans

The Department of Housing provides interest-free bond loans and rental grants to help residents secure and sustain private rental accommodation. Visit the Department of Housing's [renting webpage](#) to learn more.

Transfer of bond

A resident can transfer the bond if they move to another room in the property, providing the provider/manager remains the same and you agree to the transfer. The RTA holds the bond money instead of paying it back at the end of the original tenancy.

To arrange for a transfer of bond, you and the resident should fill out a [Change of rental property](#) (Form 3) and send it to the RTA.

Note: A Department of Housing rental bond loan may have conditions for transferring. The resident (or their representative) and you should speak with the Department of Housing about transferring the bond.

Increasing the bond

If rent is increased, you may wish to increase the bond. The bond can only be increased if the rent is increased and additional bond money must be lodged with the RTA within 10 days of receiving it. It is important to include the new rent amount on the [Bond lodgement](#) (Form 2) when lodging extra bond money.

The [Bond Lodgement Web Service](#) can be used by joint providers/owners and managing parties acting on behalf of an organisation (e.g. managers) to lodge or increase single or multiple rental bonds online.

Rent

Sections 98–109

Rent can be paid in the following approved ways:

- cash
- cheque
- deposit to a financial institution account nominated by you
- credit card
- EFTPOS
- deduction from pay, a pension or other benefit payable to the resident
- another way agreed by you and resident.

The way rent will be paid must be included in the rooming agreement. If any other rent payment method is offered (e.g. money order, BPAY or rent card), the resident must also be given a choice of at least 2 approved ways to pay rent.

The resident must be told about any extra costs involved with a particular method of payment (e.g. joining fees, processing fees or service charges which are not part of the rent). If the cost is expressed as a percentage of the payment, please ensure the resident understands the cost that will be charged.

Receipts and records

Section 102

You must give a receipt at the time of payment, if they pay in cash, or request one when paying by cheque.

The receipt must state:

- the resident's name
- the room number and address of the rental property
- the date the payment was made
- the period for which the payment is made
- the amount of the payment
- the purpose of the payment (i.e. rent), and
- the cost of any services provided, such as food or personal care (if applicable)

If the resident pays rent another way (e.g. direct transfer from their bank account or over the phone with a credit card) you do not need to give a receipt each time. Details of the payment will appear on their bank/credit card statements.

You must keep a full and accurate record (ledger) of the rent the resident pays and keep it for 1 year after the tenancy has ended. The resident can ask for a copy of the rent record at any time, and it must be provided within 7 days of the request being made.

Example of a rent ledger

Name of resident:			
Address of rental property:			
Weekly rental amount: \$200			
Receipt no.	Date rent paid	Amount paid	Period rent covered
034	1/5/23	\$400	1/5/23 to 14/5/23
035	15/5/23	\$400	15/5/23 to 28/5/23
036	31/5/23 *	\$400	29/5/23 to 11/6/23
037	12/6/23	\$400	12/6/23 to 25/6/23
038	26/6/23	\$200	26/6/23 to 2/7/23
039	3/7/23	\$400	3/7/23 to 16/7/23
040	17/7/23	\$200	17/7/23 to 23/7/23

* even though rent was due on 29/5, rent was not paid until 31/5, therefore the ledger reflects the date the rent was paid.

Rent in advance

Section 101

You can ask a resident for a maximum of 2 weeks rent to be paid in advance.

The resident cannot be asked to pay more rent until the rent paid in advance has been used up.

Rent in advance is not the same as bond money and is not lodged with the RTA.

Unpaid rent

Sections 368, 369

If a resident fails to pay rent on the day it is due, they are in breach of the agreement.

Resident renting for less than 28 days, a [Notice to remedy breach](#) (Form R11) can be given to the resident as soon as rent becomes overdue. The resident has 2 days to rectify the breach. If rent is still not paid and the breach is not rectified by the due date, you can issue a [Notice to leave](#) (Form R12) asking them to leave immediately due to non-payment of rent.

Resident renting for more than 28 days, a [Notice to remedy breach](#) (Form R11) can be given to the resident when rent remains unpaid for more than 2 days. The resident has 4 days to rectify the breach. If rent is still not paid and the breach is not rectified by the due date, you can issue a [Notice to leave](#) (Form R12) with 4 days notice asking them to leave due to non-payment of rent.

You need to decide if you want to end the tenancy and give the resident a [Notice to leave](#) (Form R12) with the appropriate notice OR continue the tenancy by talking with the resident to try to sort out the problem. If you are unable to resolve the matter, you can apply for free RTA dispute resolution service via the [Dispute resolution request](#) (Form 16) or online via [RTA Web Services](#).

Increasing the rent

Section 105

For rent to be increased, it must be at least 12 months since the current rent amount became payable (i.e. since the tenancy started or since the last rent increase).

Rent cannot be increased during a fixed term agreement unless it is stated in the rooming agreement, along with the amount of the increase or how it will be worked out. Even if rent increases are allowed, 4 weeks notice in writing must be given.

Rent may be increased at the end of a fixed term agreement if it has been at least 12 months since the current rent amount became payable, and you and the resident agree to enter into a new rooming agreement with the new rent amount.

If the rooming agreement has been amended to include a provision of another or new service, the rent may be increased to include this. Rent cannot be increased because you have given approval for the resident to keep a pet or because you have made changes which were required for the premises to comply with minimum housing standards. If the rooming agreement is amended to include a provision of another or new service, the rent may be increased to include this.

Rent may be increased in a periodic agreement by giving 4 weeks' notice to the resident in writing.

You cannot increase the rent because the resident breaches the agreement.

Excessive rent increase

Section 105A

If a resident believes a rent increase is excessive, they can apply to the RTA's free [dispute resolution service](#) for help. If the issue is not resolved, they may take the matter to QCAT (non-urgent application).

During a tenancy

Under a periodic or a fixed term agreement, the resident has 30 days from the day they receive notice of the increase to apply for RTA dispute resolution by lodging a [Dispute resolution request](#) (Form 16) or applying online via [RTA Web Services](#). If the matter is not resolved, the resident can take the matter to QCAT. If the resident is on a fixed term agreement, they must apply to QCAT before the term of the agreement ends.

Decreasing the rent

Sections 106–107

Rent may be decreased because:

- there is a drop in the standard of the property, or
- there is a decrease in services provided (e.g. stove is not working, or meals are no longer provided)

If you and the resident are unable to reach an agreement about a reduction in rent, the RTA's free [dispute resolution service](#) may be able to help.

Pets in a rental property

Section 256B to 256G

If a resident requests to keep a pet on the premises, they must seek the owner's consent. You can provide approval subject to reasonable conditions, or refuse the request based on specific reasons under the legislation. You must respond to the resident's request within 14 days of receiving the request, and the response must be in writing. If you do not respond within 14 days, the pet request is deemed to be approved by you.

The list of reasons that can be used to decline a pet under the Act can be found in the [Renting with pets fact sheet](#). It is not sufficient to decline the request without specifying the reason for refusal.

You can access more information on the pet process on the RTA's [renting with pets webpage](#), where you can also access a Pet request response template for lessors and a flow chart of the pet request approval process.

Different rules apply for working dogs, such as assistance, guide or hearing dogs; corrective services dogs; or police dogs. A resident may keep a working dog (or retired working dog) at the premises without your approval. Please note for companion pets, the resident will still need your approval and they may provide further documentation or information to help you may an informed decision.

The resident is responsible for all nuisance, such as noise or damage caused by the pet. Any damage to the premises or inclusions caused by the pet is not considered fair wear and tear under the Act and the resident may need to pay to rectify the issue.

The permission to keep the pet continues for the life of the pet and continues even if the resident enters into a new agreement or there is a change of the provider/manager or caretaker.

Locks and keys

Section 250, 251

You must supply and maintain the locks that are necessary to ensure the room and premises are reasonably secure.

You must give the resident a key to gain entry to the premises. It may be a good idea to keep a record or photo of what keys were handed to the resident at the start of the tenancy.

At the end of the tenancy, the resident will need to return the keys they were given at the start and any additional keys made. A Resident must not make a copy of a key without your permission.

If a resident is experiencing Domestic and Family Violence, they may request you to change the lock if they believe it is necessary to protect themselves. You must change or repair the lock and must not give a key for the changed lock to any other person without the resident's agreement or a reasonable excuse.

During a tenancy

Entering the room

Sections 257–265

You can enter the room if the resident agrees, or if you are delivering services included in the agreement (e.g. cleaning or personal care). The agreement should include the time of regular visits and how you will inform the resident of any changes to this time.

If you want to enter the resident's room for any other reason, you must follow the rules of entry. Before entering a resident's room, you must give them an [Entry notice](#) (Form R9).

When you want to enter more than one room (for any reason other than a general inspection) the entry notice can be put on a noticeboard or in another prominent place that will attract the attention of residents.

You must not remain in the room for longer than is reasonably necessary to carry out the purpose of the entry. Penalties apply for unlawful entry to a resident's room.

Time of entry

You can enter the room if you have given the correct notice, entry is at a reasonable time, and you are complying with the Act.

The resident may be present during the entry, but it is not necessary. Entry rules also apply to any agents or tradespeople.

Limits to entry

Section 258

You must not do a general inspection more than once a month, unless the resident agrees. There is no limit to how often you may enter a resident's room for any other reason, if the correct process has been followed. However, you must not interfere with the resident's peace and privacy.

Entry without notice

Section 260

You can enter a room without notice:

- in an emergency
- if you believe the room has been abandoned (e.g. failure to pay rent, uncollected mail, failure to respond to a notice), or
- to carry out urgent repairs (e.g. to repair a gas, electrical or water facility; to make emergency roof repairs; or to secure the property).

Disputes about entry

If a dispute about entry cannot be resolved through negotiation, you or the resident can apply to the RTA's free dispute resolution service for assistance via the [Dispute resolution request](#) (Form 16) or online via [RTA Web Services](#). If the matter is not resolved through dispute resolution, you then can apply to QCAT.

Reason for entry	Minimum notice required
To inspect the room (general inspection)	48 hours
To clean the room	24 hours
To carry out pest control	24 hours
To make routine repairs or carry out maintenance	24 hours
To show the room to a prospective purchaser or resident	24 hours
To allow a valuation of the property	24 hours

If a resident believes you have entered the room unlawfully, they can give you a [Notice to remedy breach](#) (Form R11) or seek assistance from the RTA to learn more about their options.

Maintenance and repairs

Section 247

You are responsible for keeping the property in good condition and fit for the resident to live in. You are also responsible for ensuring the property is not in breach of any health or safety laws. Residents can inform you of necessary repairs or any damage by a phone call, email, or in writing.

You should organise to repair the problem within a reasonable time. If you do not, the resident can issue you with a [Notice to remedy breach](#) (Form R11) giving you a minimum of 5 days to fix the problem.

If the repairs are still not done, the resident can lodge a [Dispute resolution request](#) (Form 16) with the RTA or apply for dispute resolution online, via [RTA Web Services](#). If conciliation doesn't resolve the issue, the resident can apply to QCAT for a [repair order](#).

The resident may also be able to give you a [Notice of intention to leave](#) (Form R13), advising you of their intention to vacate the premises for an unremedied breach.

If you disagree with the [Notice to remedy breach](#) (Form R11), you can also apply for RTA [dispute resolution](#).

Changing house rules

Sections 269–274

If you want to change the house rules, you must give each resident written notice about the rule change at least 7 days before they occur.

This notice should:

- be given to each resident
- explain which rule is changing, and what it is changing to
- give the date the new rule begins
- tell residents they can object to the rule change
- explain how residents can object (such as writing a letter to you explaining why they do not agree), and
- the date objections must be lodged by.

If residents do not object to the rule change

If no one objects to the rule change, or if there are not enough objections made by residents, the new rule will begin on the date given in the notice.

If residents object to the rule change

The rule change cannot go ahead if 10 residents (or a majority of residents, if there are fewer than 20 residents in the property) object. When this happens, you must give residents a notice informing them the rule change will not go ahead.

You may make an application to QCAT if you don't agree with the objections. An application to QCAT must include copies of the objections.

If QCAT decides the rule is reasonable, the rule will come into effect on the day of the QCAT decision.

A resident can also apply to QCAT if they believe an existing rule is unreasonable.

Fixtures and inclusions

Section 254–256

Fixtures are things that are attached to, or installed in, the property (e.g. picture hooks)

Inclusions are everything supplied with the room or property for the resident's use (e.g. furniture, air conditioner, microwave).

The resident may only attach a fixture or make a structural change to the property if you agree. Your approval must be in writing and should describe the changes and whether the items can be removed.

Any added fixtures or structures must meet all the relevant local and state laws.

Unapproved fixtures or structural changes

If a resident installs a fixture or makes a structural change without written permission, you can ask them to pay to reinstate the property to the original condition. Alternatively, you may keep it as an improvement to the property, or treat it as a breach and try to resolve the dispute.

Misrepresentation

Section 389A

If the resident believes you have provided false information and wants to apply to terminate the tenancy on the grounds of misrepresentation, they need to apply for RTA dispute resolution within the first three months of occupying the premises.

If dispute resolution is not successful, the resident can then apply to QCAT to request a termination order on the grounds of misrepresentation.

Misrepresentation could include:

- inducing the resident to enter into an agreement
- giving the resident false or misleading information about the condition of the premises or its inclusions or services provided, or
- impacting on the resident's quiet enjoyment of the premises.

Misrepresentation is classified as a non-urgent tenancy dispute by QCAT, which means the matter must go free RTA [dispute resolution](#) before it goes to QCAT.

If dispute resolution is unsuccessful, the RTA will issue the resident with a *Notice of unresolved dispute* and the resident can make an application to QCAT for an order to terminate the tenancy.

QCAT will give both the resident and you an opportunity to present evidence before deciding if they will issue an order to terminate the tenancy. The resident must continue to pay rent while the matter is under dispute.

Breaches

Sections 368 and 378

A breach of a rooming agreement is when you or the resident break any part of the agreement.

Breaches by the resident

Section 368

If a resident breaches the rooming agreement you can issue a [Notice to remedy breach](#) (Form R11). For breaches other than rent arrears, the resident has 5 days to fix the problem.

If the resident does not fix the problem (i.e. the breach) within the allowed time, you can issue a [Notice to leave](#) (Form R12) giving them 2 days to leave the property.

You may ask the resident to leave immediately for serious breaches.

Serious breaches include:

- the resident has used their room or common rooms for an illegal purpose, or
- the resident, or their guest, has:
 - destroyed or seriously damaged a part of the property
 - endangered another person within the property, or
 - significantly interfered with the reasonable peace, comfort or privacy of another resident.

You or the resident may apply for free RTA dispute resolution by lodging a [Dispute resolution request](#) (Form 16) or applying online via the RTA's [Tenancy Dispute Resolution Web Service](#)

Breaches by the provider/agent

A breach of a tenancy agreement is when you or the resident break any part of the agreement.

Section 378

If you breach the rooming agreement, the resident can issue you with a Notice to remedy breach (Form R11). If you do not fix the problem, the resident may contact the RTA's [dispute resolution service](#) for assistance and to find out their options. If the matter is still not resolved, the resident may be able to take the matter to QCAT.

If the resident is on a periodic agreement, and you do not fix the problem within 5 days, they may give you a [Notice of intention to leave](#) (Form R13) giving you at least 7 days notice to end the agreement. You can dispute this notice by lodging a [Dispute resolution request](#) (Form 16) with the RTA or apply for dispute resolution online, via [RTA Web Services](#).

If the resident ends an agreement early (also known as a lease break) they may have to pay compensation (including loss of rent).

Repeated breaches

Section 376

A repeat breach is when two or more notices have been given for the same breach within 12 months. When a third breach occurs, you or the resident can apply to QCAT to have the rooming agreement ended, provided:

- a [Notice to remedy breach](#) (Form R11) was given each time
- each breach was for the same problem and was rectified each time, and
- the problem is of a serious nature.

Note: repeated breaches also includes breaches of the House Rules.

Notice periods

Example of a 4 day notice period

JUNE						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10 Day 1	11 Day 2	12 Day 3	13 Day 4
14 Day 5	15 Day 6	16 Day 7	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Notice served: 9 June

The day ends at midnight

Action taken: 17 June

When you calculate dates for notices – where the notice period is in days, weeks or months – you must not count the day the notice is served and you must not take action until the day after the last day listed on the notice.

Example:

If a hand delivered 4 day notice is served on 12 June:

Notice served – 12 June

Day 1 – 13 June

Day 2 – 14 June

Day 3 – 15 June

Day 4 – 16 June (the day ends at midnight)

Action taken – 17 June.

If the last day of the notice period falls on a non-business day, the last day will defer to the next business day.

A notice expires at midnight, so you must allow the person the entire 24 hours of the last day of the notice before you can take the next action.

Example: The last day of the [Notice to leave](#) (Form R12) is 16 June. By law, the resident must be allowed until midnight to leave. Generally, the parties should negotiate a practical handover time.

When the notice period is in hours, time is counted from when the notice is delivered to the room.

Serving notices by email

You can serve notices by email if that method was agreed in the rooming accommodation agreement. Both parties are required to notify the other of any change of email for the purpose of receiving notices under the agreement. We recommend that the resident is advised of this requirement.

Serving notices by post

When serving notices by post, the sender must allow time for the mail to arrive when working out when a notice period ends. Visit the [Australia post website](#) for information on delivery times.

Change of shared residents and bond contributors

You have a right to know who is living in the rental property. If co-residents, or approved occupants change during the tenancy, residents need to inform you and you must approve any changes to the rooming agreement.

If there is a change of bond contributors, the residents who are moving in and out will need to sort their own bond contribution between themselves. The RTA is not responsible for the exchange of money between residents.

Any residents being removed from the bond or reducing their bond contribution amount must sign and complete a [Change of bond contributors](#) (Form 6) or lodge online via [RTA Web Services](#).

Successfully submitting a change of bond contributors request does not change the residents listed on the rooming agreement, it only changes the residents listed on the bond with the RTA.

It is important the RTA's bond records are accurate, so the bond is paid to the correct residents at the end of the tenancy.

Selling a tenanted property

Sections 371A, 396B

If the resident is on a fixed term agreement, you cannot make them leave because you decide to sell the property. The resident has the right to stay until the end of the fixed term tenancy. If the property is sold during the fixed term agreement, the new owner will become their provider.

If the resident is on a periodic agreement, and the purchaser does not want to continue to rent the property (known as vacant possession), then you must give the resident a [Notice to leave](#) (Form R12). You must give them at least one month's notice after the signing of the contract of sale.

If the resident is on a periodic agreement (or at the end of a fixed term agreement) and you are preparing the property for sale and require vacant possession, you can give the resident one month's notice to end the tenancy.

If you have issued a [Notice to leave](#) (Form R12) on the grounds of sale of the rental property, you are unable to re-let the premises for a period of 6 months after the resident has vacated.

Re-letting a tenanted property

You can only show a prospective resident the property, if the current resident has given you a [Notice of intention to leave](#) (Form R13) or you have given them a [Notice to leave](#) (Form R12).

If you want to show the room to a prospective resident, you must give the current resident an [Entry notice](#) (Form R9) giving them at least 24 hours notice. A reasonable amount of time must have passed since the last entry for this reason.

Continuing a tenancy

Section 82

There are three ways a fixed term agreement can continue:

- extend the existing fixed term agreement by agreeing on a new end date (this could be in the form of a signed letter)
- enter into a new fixed term agreement (which may include changes to the terms of the agreement), or
- do nothing and allow the agreement to become a periodic agreement.

Ending a tenancy

Section 366 and 369–374

A rooming agreement may be ended by either you or the resident for the following reasons:

- end of a fixed term agreement
- you or the resident want to end a periodic agreement
- there is a serious unremedied breach which relates to:
 - unpaid rent
 - damage to the property
 - illegal use of the property
- you or the resident have breached the agreement in the same way (and the breach was rectified) more than twice in 1 year (repeated breaches)
- you or the resident has not complied with a QCAT order
- the resident has abandoned the room
- the property is to be sold and the resident is on a periodic agreement or at the end of a fixed term agreement
- you are carrying out significant repairs, renovations, or planned demolition or redevelopment and the resident is on a periodic agreement or at the end of a fixed term agreement
- you are changing the use of the rental premises (e.g. change to holiday let) and the resident is on a periodic agreement or at the end of a fixed term agreement
- resident is ending their interest in the tenancy due to domestic and family violence (please see information on RTA's [domestic violence in a rental property webpage](#))
- non-liveability – the room or premises have been partly or wholly destroyed (e.g. from extensive damage, or from natural disaster)
- if the premises are primarily used for student accommodation and the resident is no longer a student
- you and resident mutually agree to end the tenancy in writing
- a mortgagee is to take possession of the property (notice is issued by the mortgage company or bank)
- the resident has died or a co-resident has died, or
- QCAT issues an order ending the agreement.

When you end an agreement, you must use the correct form and comply with the appropriate notice period. For a full list of reasons and timeframes, please refer to the [Notice periods for ending a tenancy webpage](#).

Penalty provisions apply for providing false and misleading information in a [Notice to leave](#) (Form R12).

Ending a fixed term agreement

A rooming agreement is a legally binding contract that can only end in certain ways:

- by mutual agreement in writing
- by applying to QCAT for an order terminating the agreement with approved grounds, such as excessive hardship or repeated breaches by you or the resident.
- by a resident giving you a [Notice of intention to leave](#) (Form R13)
- by you giving a resident a [Notice to leave](#) (Form R12) (due to an unremedied breach, serious breach, or end of fixed term agreement)
- death of a sole resident or co-resident.

Notice to leave

Section 369-374

The [Notice to leave](#) (Form R12) is used when you want the resident to vacate the room.

Reason for ending a tenancy	Length of notice required
Unremedied general breach	At least 2 days after the expiry of Notice to remedy breach (Form R11)
Unremedied rent breach – *less than 28 days	Immediately after the expiry of Notice to remedy breach (Form R11)
Unremedied rent breach – *28 days or more	At least 4 days after the expiry of Notice to remedy breach (Form R11)
End of a fixed term agreement	At least one month after the notice is given to the resident and not before the end of a fixed term agreement.
Serious breach	The day the notice is given
Sale of the property or preparing the property to sell	At least one months notice after the notice is given to the resident and not before the end of a fixed term agreement.
Significant repairs or renovations	At least one month after the notice is given to the resident and not before the end of a fixed term agreement.
Planned demolition or redevelopment	At least two months after the notice is given to the resident and not before the end of a fixed term agreement.
Change of use of property	At least one month after the notice is given to the resident and not before the end of the fixed term agreement.
Entitlement to student accommodation ends	At least one month if the resident is no longer a student and the accommodation is primarily used for student accommodation.
Non-liveability	The day the notice is given
Mortgagee in possession (will depend on whether mortgagee has/hasn't consented to the tenancy)	At least 30 days (special considerations apply – visit our website for more information)
Death of a sole resident	7 days after the resident's representative gives you written notice or 7 days after you give the resident's representative written notice or a day agreed between you and the resident's representative or a day decided by QCAT.
If entitlement to employment ends	1 month after the notice is given to the resident
Compulsory acquisition	2 months

Notice of intention to leave

Section 379–381

The [Notice of intention to leave](#) (Form R13) is used by the resident to notify you that they are ending the agreement.

If the resident leaves before the end date of the fixed term agreement, they may be responsible for costs involved with breaking the agreement. However, you have an obligation to reduce or minimise costs that result from the resident breaking the agreement.

Reason for leaving	Length of notice required
Without grounds (parties can agree on an earlier date in writing)	7 days after the notice is given for a periodic agreement 7 days or the day the agreement ends (whichever is later) for a fixed term agreement. If you and the resident both agree to an earlier date in writing, a fixed term agreement can be ended without grounds.
Unremedied breach (by the provider/manager)	7 days after the notice is given
Non-liveability	Same day the notice is given
Experiencing domestic and family violence	Can end their interest in the tenancy 7 days notice but can vacate immediately (refer to the RTA website for more information)
Entitlement to student accommodation ends	At least one month's notice if the resident is no longer a student (as outlined under the Act) and the accommodation primarily used for student accommodation.
Condition of the premises	<p>2 days notice, within first 7 days of the resident moving in, if the premises are:</p> <ul style="list-style-type: none"> not fit for the resident to live in not safe or not in good repair in breach of health and safety laws and/or do not comply with minimum housing standards (only effective once minimum housing standards come into effect for the property. Minimum housing standards came into effect for new tenancies from 1 September 2023 and will come into effect for all remaining tenancies on 1 September 2024) <p>The resident may not give a Notice of intention to leave (Form R13) under this ground if the circumstances mentioned above were caused by an action or failure of the resident.</p>
Death of a sole resident	<p>7 days after the resident's representative gives written notice, or</p> <p>7 days after the provider/manager gives the resident's representative written notice, or</p> <p>a day agreed between the resident's representative and the provider/manager, or</p> <p>a day decided by QCAT</p>
Death of a co-resident	7 days notice

Serious breach

Section 370

You can give a resident a [Notice to leave](#) (Form R12) requiring the resident to leave the premises immediately if you reasonably believe they have:

- used the room or common areas for illegal purpose; or
- intentionally or recklessly destroyed or seriously damaged part of the premises or facility; or
- endangered another person in the premises; or
- significantly interfered with the reasonable peace, comfort or privacy of another resident or their use of their room or common areas.

Please refer to information in this publication regarding powers to remove a resident on page 20.

Ending tenancy due to end of student entitlement

Section 371E and 380C

If the accommodation is primarily used for student accommodation, and the resident is no longer a student, either you or the resident can give one month's notice to end the tenancy. This applies to purpose-built, off-campus student accommodation.

A student means a person who is enrolled in a course approved course of education or study for Section 569B of the *Social Security Act 1991 (Commonwealth)*. For example, a resident is studying at a secondary or tertiary college (university or TAFE).

If the resident stops being a student and gives one month's notice, this can occur during or before the end of a fixed term tenancy and is not a lease break. The resident will need to pay the rent until the end of the notice period and return the keys to you.

Breaking the rooming agreement

Section 396A

If the resident leaves before the end date of the fixed term agreement without sufficient reason, they may be responsible for costs involved with breaking the agreement (such as reasonable costs of reletting). They may also be responsible for compensation for loss of rent until another resident can be found to take the room, or until the agreement ends. However, you have an obligation to reduce or minimise costs that result from the resident ending an agreement early.

Ending the tenancy due to hardship situations

Section 377 and 383

If either you or the resident believe you would suffer excessive hardship should the tenancy not be terminated, you can make an urgent application to QCAT to end the tenancy.

The Act does not define excessive hardship and QCAT will make the determination on a case-by-case basis. The applicant must be able to show or substantiate their own case. Example of excessive hardship may be financial hardship due to the loss or transfer of job, serious illness, or divorce.

Domestic and Family Violence (DFV)

Sections 381A to 381 I

A resident or co-resident experiencing domestic and family violence (DFV) can end their interest in the tenancy by issuing you with a [Notice ending residency interest \(domestic and family violence\)](#) (Form R20) with the relevant evidence and vacating the rental premises. The resident will need to give 7 days notice and pay the rent until the end of the 7 day period, but they can vacate immediately.

The relevant supporting documentation that can be provided or shown to you by the resident includes:

- a protection order
- a temporary protection order
- police protection notice
- an interstate order or an injunction
- a Domestic and family violence report signed by an authorised professional.

The vacating resident experiencing DFV is not responsible for costs associated with ending the agreement or interest, goods left behind, or re-letting costs. They are not required to repair or compensate you for damage to the room, inclusions or the premises caused by an act of DFV. If there are costs associated with breaching terms of the agreement not related to DFV (e.g. rent arrears, damage to property by a pet), the resident is still responsible for these costs.

If a bond was lodged for the tenancy, the vacating resident can apply for their bond contribution from the RTA using the [Bond refund for persons experiencing domestic and family violence](#) (Form 4a)

Within 7 days of receiving a *Notice ending residency interest*, you must inform the vacating resident:

1. If you intend to apply to QCAT to have the notice set aside because it does not comply with the Act
2. When the other resident (if applicable) will be informed that they have vacated the room and the premises, and that the rooming agreement continues for the other resident.

Important: You must wait until a minimum of 7 days (but no later than 14 days) after the expiry of the *Notice ending residency interest* (and the resident has left) to issue the remaining resident (if applicable) with a [Continuing interest notice](#). You can also ask the remaining resident to top up the rental bond amount.

It is critical to maintain the privacy of a resident who is experiencing DFV to ensure their safety. You must not disclose information about the resident's DFV experience to anyone, unless in specific permitted circumstances as outlined under the Act. Contact details provided by the vacating resident must not be passed onto anyone else, unless required by law to do so. Penalty provisions apply for breaching confidentiality.

As there are several steps and timeframes involved, we recommend you review the guidelines, fact sheet and flowchart on the RTA's [domestic violence in a rental property webpage](#) to help you comply with the process.

Residents in this situation may seek further advocacy assistance from community support organisations such as DV Connect (1800 811 811 or dvconnect.org).

Abandoned room

Sections 260, 366(f), 509

If you believe the room has been abandoned, you can inspect the room to confirm this. You must have reasonable grounds for believing it has been abandoned (e.g. rent arrears, uncollected mail, observations of other residents).

The agreement ends if the resident has abandoned the room and the period the resident has paid rent for has ended.

You may wish to take photographs or video as evidence the room has been abandoned.

It is an offence to end an agreement unlawfully and penalties apply.

Vacate inspection

Where possible, it is a good idea to conduct the vacate inspection with the resident. If there is a disagreement over the room condition, you should talk to each other and try to resolve the dispute together. It is a good idea to document any damage or cleaning issues. You may also consider taking photographs or video as further evidence.

The resident is to return the room in the same condition as when they moved in, fair wear and tear excepted.

Refunding the bond

Sections 123–144

The quickest and easiest way to get a bond refund is to talk to the resident and work out how the bond is to be paid out.

If you and the resident agree at the end of the tenancy

Residents and providers/managers should discuss and agree on how the bond will be paid out before lodging a bond refund request.

Either you or the resident can submit a bond refund form online using the [Bond Refund Web Service](#) or by post using the paper-based [Refund of rental bond](#) (Form 4) on or after the tenancy end date or handover date has occurred. Bonds are refunded into Australian bank accounts only. The RTA will refund the money within a few days of the refund being agreed by you and the resident.

If you and the resident disagree

The RTA encourages you and the resident to try and resolve any issues around bond refunds in the first instance. Either you or the resident can submit a bond refund form online using the Bond Refund Web Service or by post using the paper-based [Refund of rental bond](#) (Form 4).

The RTA will then send the other person a *Notice of claim*, allowing them an opportunity to dispute the refund. The person who receives the Notice of claim can dispute the refund by responding online via [RTA Web Services](#) or by submitting a [Dispute resolution request](#) (Form 16). If the RTA does not receive a response within 14 days, the bond is paid as directed by whoever first lodged the bond refund form.

If the resident disputes the bond refund, the RTA's dispute resolution service will try to help resolve the disagreement. If agreement is reached, you and the resident should sign a new paper [Refund of rental bond](#) (Form 4) and submit it to the RTA. The bond will then be paid out as agreed.

If agreement is not reached, the person who lodged the dispute resolution request form can apply to QCAT for a decision. They must:

- do so within 7 days of receiving the *Notice of unresolved dispute* from the RTA; and
- notify the RTA in writing that they have applied to QCAT. They must provide a registry receipt/claim number, so the RTA can continue to hold the bond until QCAT makes an order about the bond refund.

If no QCAT application is lodged within the correct timeframe, the RTA will refund the bond as directed by the person who first lodged the bond refund form.

Goods and documents left behind

Sections 390–396

Goods and documents left behind after a resident has moved out must be returned or disposed of according to a specific set of rules.

Personal documents (such as cash, passports, birth certificates, photographs) must be given to the resident or, if you can't contact them, given to the Public Trustee or the organisation that issued the document (e.g. the Australian Passport Office) within 28 days of the end of the tenancy.

You must make an effort to contact the resident about these items. You may keep money owed under the agreement before passing the remaining cash and personal documents to the Public Trustee.

All goods must be kept for 28 days unless they are perishable or worth less than \$150.

After 28 days you must continue to store the unclaimed property, or:

- if the goods are valued at less than \$600 you may donate them to charity
- if the goods are valued at more than \$600 you may sell them. The sale must be advertised in a local newspaper.

If you sell the goods, you can deduct the cost of their removal, storage, and sale. Any remaining money must be paid to the person who owned the property (if you have been able to locate them) or to the Public Trustee.

The resident can reclaim their goods before they are disposed of and must put their request in writing and pay you for the cost of removal or storage.

Take photos of items being disposed of in case of future dispute (you may also consider writing an inventory as well).

Disputes

Section 397, 413, 416

Try to resolve disputes with the resident directly. If this does not work, the RTA's free [dispute resolution service](#) may be able to help. If the issue remains unresolved you may be able to take the matter to QCAT.

Step 1 – self resolution

- Identify the issues – what is important and what is negotiable?
- Find out your legal rights and responsibilities
- Seek advice or assistance from independent agencies or support services, such as Property Owners' Association of Queensland; or Student Accommodation provider organisations; or Supported Accommodation Providers Association

- Talk to the other person and try to negotiate an outcome
- If an agreement is reached, make sure the agreement is in writing and signed by you and the resident.

Communication is key to resolving most disputes. You can find out more tips on self-resolution on the RTA's [How to resolve tenancy issues webpage](#).

Step 2 – Request RTA dispute resolution

If you and the resident cannot come to an agreement, the RTA's [dispute resolution service](#) offers free conciliation to help residents and provider/managers resolve disputes quickly and without the need for further legal action.

Conciliation is an opportunity to present concerns, listen to the other person, and to settle a dispute with mutual agreement. RTA dispute resolution is voluntary and confidential. The RTA conciliator is impartial and they will help you and the other person make informed decisions and reach an outcome that is acceptable to you both. Conciliators do not determine who is right or wrong and cannot make decisions about the dispute.

Step 3 – Apply to QCAT

When a problem has not been resolved through dispute resolution, or if the dispute is defined as 'urgent' under the Act, either you or the resident can apply to QCAT for a decision on the matter (time limits may apply).

An adjudicator will hear the matter and make a ruling based on the evidence provided. QCAT's decision is legally binding.

You can get information about how and where to submit an application and associated fees from the [QCAT website](#).

Urgent applications to QCAT

Section 415

An urgent application can be made directly to QCAT, without having to go through RTA dispute resolution first. The term 'urgent' does not mean the application will be fast-tracked. Rather, it means that you don't need to lodge a dispute resolution request form with the RTA.

Urgent applications can be made to QCAT for reasons including:

- excessive hardship
- repeated breaches by the resident
- ending the agreement due to the death of a sole resident
- an order about goods and documents left behind

You can find information on the definition of an urgent application on the [Urgent applications to QCAT webpage](#). Information on QCAT applications for residential tenancy matters can be found on the [QCAT website](#).

Power to remove a resident

Section 375

You can take action to remove a resident only when:

- you have given the resident a [Notice to leave](#) (Form R12) that states why they are being asked to leave and what date they have to leave by
- the date for leaving has passed and the resident is still there, and
- the resident will not leave.

You may ask a resident to leave immediately because of a serious breach (see page 17)

You must give a [Notice to leave](#) (Form R12) that states why the resident is being asked to leave, and you must sign it.

You can call the police if the resident won't leave. The police officer will not ask the resident to leave, that is your responsibility. Their job is to ensure the resident leaves peacefully and without anyone breaking the law.

You can only use reasonable force to evict a resident. A police officer must be present and you cannot hurt the resident or endanger their health intentionally.

If the resident doesn't agree with the order to leave, they can contact the RTA for information and dispute resolution help.

Retaliatory action and eviction

Sections 276A

Retaliatory action occurs when you give a [Notice to remedy breach](#) (Form R11), a [Notice to leave](#) (Form R12), or you increase the rent in response to the resident asserting their rights to intimidate or punish them.

You cannot take steps to end a rooming agreement because a resident has enforced, or proposed to enforce, their rights.

If the resident reasonably believes the action was taken to intimidate or punish them for asserting their rights under the Act, they can make an urgent application to QCAT within 1 month of becoming aware of your actions to have the notice set aside.

After a tenancy

Keeping records

Sections 79, 81, 103

You must keep the [Rooming accommodation agreement](#) (Form R18), the [Condition report](#) (Form R1) and rent payment records (or copies of receipts if rent was paid by cash or cheque) for 1 year after the rooming agreement ends.

It is also recommended that you keep copies of any written correspondence, such as letters or notices served, for 1 year after the tenancy ends.

Tenancy databases

Sections 457–464

Tenancy databases are run by private companies and hold information on residents' and tenants' rental histories.

They are used by property managers/providers/owners during the application process to assess the risk of prospective residents.

If you find information about the prospective resident during a rental history check, you must inform the resident in writing within 7 days that they have been listed on a database. You must inform them about which tenancy databases you uses and how they can get a copy of the listing, or have it amended or removed.

There are rules around what information can be listed on a tenancy database and rules around the reasons for listing someone. Residents cannot be listed until after a tenancy has ended.

A resident who has experienced domestic and family violence should not be listed on a tenancy database if the breach was the result of the actions of a perpetrator of violence. Victims of domestic violence also have greater protection through QCAT, which can order that personal information of victims not be listed on a tenancy database.

Listings must be removed after 3 years. Penalties apply for not complying with the Act.

Contact information

Residential Tenancies Authority

w rta.qld.gov.au

t 1300 366 311 (Mon – Fri: 8.30am – 5.00pm)

RTA Web Services is available 24 hours a day, 7 days a week for single and bulk bond lodgements, bond refunds, bond disputes, change of bond contributors and updating customer details.

Queensland Civil and Administrative Tribunal (QCAT)

t 1300 753 228

w qcat.qld.gov.au

Student accommodation provider organisations:

w apsaa.org.au

w studentaccassoc.com.au

Supported Accommodation Providers Association (SAPA)

w sapa.org.au

Property Owners' Association of Queensland (POAQ)

w poaa.asn.au

National Relay Service

Assistance for people who are deaf and/or find it hard hearing or speaking

t 133 677

DV Connect

Domestic/family violence and crisis support

t 1800 811 811

w dvconnect.org

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



RTA Web Services

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Disclaimer:

This information is for general guidance only. It is not legal advice. The RTA cannot guarantee the accuracy or completeness of the information provided. For more information refer to Residential Tenancies and Rooming Accommodation Act 2008.

