

List of offences under the *Residential Tenancies and Rooming Accommodation Act 2008*

The list below summarises offences under the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act). For the full details relating to offence, refer to the relevant section of the Act.

Key to column headings

- **Section/offence title** includes the section of the Act the offence relates to.
- **Type** refers to the type of [tenancy agreement](#) the offence relates to.
- **Penalty units** state the maximum number of penalty units that can be used to calculate a fine for the offence.
- **PIN** indicates whether a [penalty infringement notice](#) can be issued for the offence.

Section / offence title	Type	Penalty units	PIN
53(2) Contracting out prohibited	Residential	50	No
57(1) Premises must be offered for rent at fixed amount	Residential	50	Yes
57(2) Rental bond must not be accepted for premises offered/advertised without a fixed price	Residential	50	Yes
57(3) Offer of residential tenancy must be for rent at a fixed amount	Residential	50	Yes
57A(1) Offer of residential tenancy must disclose particular information	Residential	20	No
57A(2) Offer of residential tenancy must disclose particular information	Residential	20	No
57AA(2) Offer of residential tenancy —limitation on rent in advance	Residential	50	Yes
58(1) Lessor must give documents to prospective tenant	Residential	20	Yes
59 Restriction on amounts taken from prospective tenants	Residential	20	Yes
61(1) Written Agreements required	Residential	20	Yes
62(1) Giving & signing written agreement	Residential	20	Yes
62(3) Returning copy of signed written agreement	Residential	10	Yes
63(1) Period required for keeping a copy of the agreement	Residential	20	Yes
65(2) Condition report at start of tenancy – Lessor/Agent obligations	Residential	20	Yes
65(3) Condition report at start of tenancy – Tenant obligations	Residential	20	Yes
65(5) Condition report – Returning copy to tenant	Residential	20	Yes
65(6) Condition report – Period required for keeping a copy	Residential	20	Yes
67(1) Information Statement	Residential	10	Yes
68(2) Park Rules	Park	20	No
69(1) Body corporate by-Laws	Residential	20	Yes
75(2) Contracting out prohibited	Rooming	50	No
76AA(1) Offer of rooming accommodation must be for rent at a fixed amount	Rooming	50	Yes
76AA(2) Offer of rooming accommodation must be for rent at a fixed amount	Rooming	50	Yes
76AA(3) Offer of rooming accommodation must be for rent at a fixed amount	Rooming	50	Yes
76AB(2) Offer of rooming accommodation—limitation on rent in advance	Rooming	50	Yes
76A(1) Offer of rooming accommodation must disclose particular information	Rooming	20	No
76A(2) Offer of rooming accommodation must disclose particular information	Rooming	20	No

Section / offence title	Type	Penalty units	PIN
76B Provider must give particular information to prospective resident	Rooming	20	No
77(1) Written Agreement required	Rooming	40	No
78(1) Resident's copy of agreement	Rooming	20	Yes
78(2) Returning copy of signed written agreement	Rooming	10	Yes
79(1) Period provider or provider's agent must keep agreement	Rooming	20	Yes
81(1) Condition report at start of rooming accommodation – Provider/Agent obligations	Rooming	20	Yes
81(2) Condition report at start of rooming accommodation – Resident obligations	Rooming	20	Yes
81(4) Condition report – Providing copy to Resident	Rooming	20	Yes
81(5) Condition report – Period required for keeping a copy	Rooming	20	Yes
84B(2) Tenant must be advised about associated costs and benefits	Residential	40	No
87(1) Rent in advance – maximum amounts required	Residential	20	Yes
87(2) Rent in advance – not requiring rent from tenant in a period rent has been paid	Residential	10	Yes
88(1) Rent receipts and other records – cash payments	Residential	10	Yes
88(2) Rent receipts and other records – cheque payments	Residential	10	Yes
88(5) Rent receipts and other records – rent payment record	Residential	10	Yes
89(1) Keeping rent records	Residential	15	Yes
90(2) False, misleading or incomplete rent records	Residential	20	No
93(1) Minimum period before rent can be increased	Residential	20	Yes
93A(2) - Evidence of last rent increase	Residential	40	Yes
95(1) Seizure of tenant's goods for rent	Residential	40	No
96(2) Rent payment must not be applied for any other purpose	Residential	40	Yes
99B(2) Rent – Resident must be advised about associated costs and benefits	Rooming	40	No
101(1) Rent in advance – maximum amounts required	Rooming	20	Yes
101(2) Rent in advance – not requiring rent from resident in a period that rent has been paid	Rooming	10	Yes
102(1) Rent receipts and other records	Rooming	10	Yes
102(2) Rent receipts and other records – cheque payments	Rooming	10	Yes
102(5) Rent receipts and other records – rent payment record	Rooming	10	Yes
103(1) Rent records – Keeping records	Rooming	15	Yes
104(2) Rent records – False, misleading or incomplete	Rooming	20	No
105B(1) Minimum period before rent can be increased	Rooming	20	Yes
105C(2) Evidence of last rent increase	Rooming	40	Yes
108(1) Seizure of resident's goods for rent	Rooming	40	No
116(1) Duty to pay rental bond - non lodgement	All	40	Yes
116(1) Duty to pay rental bond - late lodgement	All	40	Yes
117(2) Duty to pay rental bond instalments – financial or state assistance applies to rented accommodation	Residential	40	Yes

Section / offence title	Type	Penalty units	PIN
117(3) Duty to pay rental bond instalments – financial or state assistance applies to rented accommodation	Residential	40	Yes
118(2) Duty to pay rental bond instalments	Rooming	40	Yes
118(3) Duty to pay rental bond instalments (partially received & agreement ends)	Rooming	40	Yes
118(4) Duty to pay rental bond instalments (partially received & 3 months expired)	Rooming	40	Yes
119(2) Duty to pay rental bond instalments – financial protection is given	Residential	40	Yes
136AA(2) Evidence of claim on rental bond to be given to tenant or resident	All	20	No
145(1) Rental bond receipt	All	10	Yes
145(4) Rental bond receipt – keeping copy	All	10	Yes
146(1) Rental bond payments above maximum amount	All	20	Yes
157(1) Key deposits – receipts	Residential	10	Yes
158 Key deposits – refund	Residential	10	Yes
159(2) Holding deposits – accepting/requiring multiple holding deposits	Residential	20	Yes
160(1) Holding deposits – receipt	Residential	10	Yes
161(4) Holding deposits – rights & obligations enter into agreement	Residential	20	No
171(1) Supply of goods and services – not requiring purchase as a requirement of being accepted as tenant	Residential	20	No
171(2) Supply of goods and services – not requiring tenant to buy	Residential	20	No
172 Incentive amounts prohibited	Residential	40	Yes
173(3) Certain terms about penalties and other payments void	Residential	20	Yes
175(2) Premiums for letting moveable dwelling premises	Park	20	Yes
176(1) Supply of goods and services – not requiring purchase as a requirement of being accepted as resident	Rooming	20	No
176(2) Supply of goods & services – not requiring resident to buy	Rooming	20	No
177 Incentive amounts prohibited	Rooming	40	Yes
178(3) Certain terms about penalties and other payments void	Rooming	20	Yes
183(2) Quiet enjoyment – reasonable peace, comfort and privacy in using premises	Residential	20	No
202 Unlawful entry of premises	Residential	20	Yes
203 Lessor or lessor's agent must not show tenant's possessions in advertisements	Residential	20	Yes
204(1) Lessor or lessor's agent must not conduct open house/auction with tenant's consent	Residential	20	Yes
205(1) Tenant's name and other details – tenant must not give a false name and place of employment	Residential	20	Yes
205(2) Tenant's name and other details – at the end of the agreement tenant must give new residential address	Residential	20	Yes
206(1) Lessor/agent's name & other details – at start of agreement L/A must give name & address for service	Residential	20	Yes
206(2) Lessor or agent's name & other details – during agreement must advise of changes to name/address for service	Residential	20	Yes
211(4) Changing locks	Residential	50	No

Section / offence title	Type	Penalty units	PIN
221C(1) Offence to contravene repair order	Residential	50	No
221C(2) Offence to contravene repair order - weekly penalty	Residential	5	No
224 Restrictions against enforcing relocation for moveable dwelling premises	Park	20	Yes
240 Lessor's expense for transfer/subletting – lessor must not require or accept a fee from the tenant	All	20	No
241(3) Lessor's fee for sale of caravan	Park	20	Yes
248(1) Provider's name & other details – at the start of residency provider must give resident name & address for service	Rooming	20	Yes
248(2) Provider's name and other details – during residency provider must advise changes to name/address for service	Rooming	20	Yes
249(2) Quiet enjoyment – reasonable peace, comfort and privacy in using room and common areas	Rooming	20	No
251(4) Changing Locks	Rooming	50	No
265 Unlawful entry of resident's room	Rooming	20	Yes
268(4) House rules – rules made by provider must comply	Rooming	20	Yes
275 House rules – proposed resident to be given a copy	Rooming	10	Yes
276 House rules – rules must be displayed in the premises	Rooming	10	Yes
308I (2) Confidentiality	Residential	100	No
317(2) Mortgagees – requirements for notice for the mortgagee to obtain possession of premises	Residential	50	No
317(3) Mortgagees – requirements for notice for the appointed person to obtain possession of premises	Residential	50	No
353(2) Way of recovering possession of premises	Residential	50	No
354 Obstruction of person executing warrant of possession	All	50	No
363(6) Goods left on premises – how goods to be dealt with	Residential	40	No
363(7) Goods left on premises – goods claimed before disposed	Residential	40	No
364(2) Documents left on premises – requirement for lessor/agent to give documents to public trustee	Residential	10	No
364(3) Documents left on premises – requirements for L/Ag to give documents to public trustee if tenant not locatable	Residential	10	No
365A(2) False or misleading information in notice to leave	Residential	50	No
365B(1) Lessor must not let premises for 6 months after ending tenancy for premises being sold	Residential	50	No
365C(1) Lessor must not let premises for 6 months after ending tenancy for change of use	Residential	50	No
365D(1) Lessor must not let premises for 6 months after ending tenancy for owner occupation	Residential	50	No
367 Purporting to terminate agreement in unauthorised way	Rooming	40	Yes
381I(2) Confidentiality	Rooming	100	No
384(2) Mortgagees – requirements for notice for the mortgagee to obtain possession of premises	Rooming	50	No
384(3) Mortgagees – requirements for notice for the appointed person to obtain possession of premises	Rooming	50	No
391 Unauthorised dealing with lost property (related 363 / 364)	Rooming	40	No

Section / offence title	Type	Penalty units	PIN
396AA(2) False or misleading information in notice requiring resident to leave rental premises	Rooming	50	No
396B(1) Provider must not let rental premises for 6 months after ending rooming accommodation for premises being sold	Rooming	50	No
396C(1) Provider must not let rental premises for 6 months after ending rooming accommodation for premises being sold	Rooming	50	No
409(1) No record of conciliation process	All	20	No
411(1) Conciliator to maintain secrecy	n/a	20	No
438(3) Authorised person's ID card – requirement to return card	n/a	20	No
443(2) Authorised person's general powers for places – person required to give reasonable help must comply	All	20	No
445(4) Authorised person's power to require information – person must comply with request	All	10	No
446(1) Giving false or misleading info to authorised person	All	20	No
447(1) Giving false or misleading document to authorised person	All	20	No
452(2) Obstruction of authorised person	All	50	No
453 Impersonation of authorised person	n/a	80	No
456(6) Tribunal order excluding person from park	Park	20	No
458A(2) Notice of usual use of database	Residential	20	No
458B(2) Notice of listing if data base used	Residential	20	No
459(2) Restriction on listing – 14 days to review information	Residential	20	No
459(5) Restriction on listing – listing inaccurate, incomplete, ambiguous or out of date information	Residential	20	No
459A(2) Quality of listing – lessor/agent must notify database	Residential	20	No
459A(4) Quality of listing – lessor/agent must keep copy of notice	Residential	20	No
459B(2) Quality of listing – Database must amend information	Residential	40	No
459B(3) Quality of listing – Database must remove out of date info	Residential	40	No
459C(1) Copy of info listed – lessor/agent must give to person	Residential	20	No
459C(2) Copy of info listed – database must give to person	Residential	20	No
459D Database – info listed no longer than 3 years	Residential	40	No
463(1) Tenancy databases – complying with tribunal order - daily penalty	Residential	50	No
463(2) Tenancy databases – complying with tribunal order continuing offence	Residential	5	No
514(1) Giving false or misleading document to the RTA	All	20	No
527(2) Confidentiality of information by officers of the Authority	n/a	50	No

Further information

For more information contact the Residential Tenancies Authority.



rta.qld.gov.au



1300 366 311



RTA Web Services

Disclaimer:

This list 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 list.

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