

Fact sheet

Continuing a fixed term tenancy

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the law that governs renting a place to live in Queensland.

This fact sheet contains information on how the Act applies when continuing a fixed term tenancy.

Deciding how the tenancy will continue

When a fixed term tenancy ends and the parties agree that the tenant can remain in the rental premises, the lessor/agent and tenant need to decide on the future tenancy arrangements.

There are three ways a fixed term tenancy can continue:

- extend the existing fixed term agreement by agreeing on a new finishing date, or
- enter into a new fixed term agreement, or
- do nothing and allowing the agreement to revert to a periodic agreement.

Extend the existing fixed term agreement

To extend the current fixed term agreement but not change any other term such as the amount of rent, the parties must agree in writing on a new finishing date before the original agreement ends.

This can be done in either of the following ways:

- on all copies of the written tenancy agreement, cross out the current finishing date (Item 6 in the standard agreement) and write in the new finishing date. Both parties should then initial and date this change, or
- both parties sign a separate written statement, for example a letter, that states the new finishing date and that this alters their original tenancy agreement.

If the agreement is extended, rent can only be increased during the extended tenancy if the agreement already allows it, and the lessor/agent gives the tenant two months notice in writing of the rent increase. Otherwise, the lessor/agent will need to lawfully end the agreement before negotiating a new tenancy agreement with increased rent. However, rent can not be increased unless there has been at least six months since the current amount of rent became payable by the tenant.

Enter into a new agreement

If there is a change in any of the terms from the previous agreement (e.g. a rent increase), the lessor/agent must prepare a new *General tenancy agreement* (Form 18a) or *Moveable dwelling tenancy agreement* (Form 18b) to sign. The tenant must sign the agreement and return it to the lessor/agent who is then responsible for making sure the tenant has a signed copy. For more information, see the fact sheets *General tenancy agreements* or *Moveable dwelling tenancy agreements*.

If the lessor/agent intends to use the expiry of the tenancy agreement as an opportunity to review the rent for a new agreement, and at least one of the previous tenants remains in the property, then limits apply. Rent can not be increased unless there has been at least six months since the current amount of rent became payable by the tenant, even if it is between two separate agreements.

Do nothing so the agreement becomes periodic

If you do not extend or sign a new fixed term agreement, a periodic agreement automatically comes into place. The periodic agreement continues under the same terms that applied to the fixed term agreement except for the end date.

At any time, the tenant and lessor/agent can agree to end the periodic agreement and begin a new fixed term agreement. For more information, see the fact sheets *General tenancy agreements* or *Moveable dwelling tenancy agreements*.

Under a periodic agreement, rent may be increased by the lessor/agent giving the tenant two months notice in writing of the increase. However, rent can not be increased unless there has been at least six months since the current amount of rent became payable by the tenant.

Changes to the terms of agreements

Tenants are able to negotiate the terms of the proposed new agreement before they sign it. Tenants can dispute significant changes between agreements for the same property with the lessor/agent, such as excessive rent increases or whether pets are allowed, after they have signed the new agreement. If dispute resolution is unsuccessful, they can apply to the Tribunal within 30 days after signing the new agreement to have the significant change reviewed.

What if not all the tenants sign up for a new agreement?

If at least one of the original tenants continues in a new tenancy agreement for the same premises, the rules about limits on rent increases and disputing significant changes between agreements still apply.

These provisions also apply, even if there is a change in the lessor/agent for the premises, as long as at least one of the previous tenants will be continuing under an agreement for the same premises.

What if there is a disagreement?

Tenants and lessors/agents can usually resolve a disagreement by talking to each other and by finding out about their rights and responsibilities under the Act. If this is unsuccessful, the RTA's Dispute Resolution Service may be able to help. To apply for help, forward a completed *Dispute resolution request* (Form 16) by mail or fax to the RTA. If the matter is still unresolved, an application may be made to the Tribunal for an order about the dispute.

Further information

For more information contact the Residential Tenancies Authority on 1300 366 311.

Accessing RTA forms

The RTA's forms can be obtained electronically or in person by:

- rta.qld.gov.au
- 1300 366 311
- Level 23, 179 Turbot St Brisbane



If you need interpreting assistance to help you understand this information, contact TIS on 13 14 50 (for the cost of a local call) and ask to speak to the Residential Tenancies Authority (RTA).

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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.