

## Fact sheet

### Rights and responsibilities of residents and providers/agents

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) lists the rights and responsibilities of people living in, and operating, rooming accommodation, such as boarding houses, hostels, and off-campus student accommodation.

These rights and responsibilities say what residents and providers/agents must do as a part of their *Rooming accommodation agreement* (Form R18).

<b>Resident responsibilities</b> Residents must:	<b>Provider/agent responsibilities</b> Providers/agents must:
<ul style="list-style-type: none"> <li>use their room and common areas as their main place to live</li> </ul>	<ul style="list-style-type: none"> <li>make sure residents have quiet enjoyment of their room and common areas</li> </ul>
<ul style="list-style-type: none"> <li>not use their room or common areas for an illegal purpose</li> </ul>	<ul style="list-style-type: none"> <li>not interfere with the peace, comfort or privacy of residents using their room or common areas</li> </ul>
<ul style="list-style-type: none"> <li>not interfere with the peace, comfort or privacy of another resident. Residents must also make sure their guests do not disturb other residents</li> </ul>	<ul style="list-style-type: none"> <li>take reasonable steps to ensure residents always have access to their rooms, bathroom and toilet facilities</li> </ul>
<ul style="list-style-type: none"> <li>pay rent when it falls due</li> </ul>	<ul style="list-style-type: none"> <li>take care to ensure residents have reasonable access to common areas</li> </ul>
<ul style="list-style-type: none"> <li>not keep an animal on premises without permission</li> </ul>	<ul style="list-style-type: none"> <li>take reasonable steps to ensure the residents' rooms and their personal property in the rooms, are secure</li> </ul>
<ul style="list-style-type: none"> <li>not intentionally or recklessly damage or destroy any part of the rental premises on purpose. Residents must also make sure their guests do not cause damage</li> </ul>	<ul style="list-style-type: none"> <li>maintain the residents' rooms and common areas so that they are fit to live in</li> </ul>
<ul style="list-style-type: none"> <li>maintain their room so that it is not a health or fire hazard</li> </ul>	<ul style="list-style-type: none"> <li>take reasonable steps to ensure the residents' rooms, common areas, supplied furniture and equipment are kept in good working order and, if agreed, kept clean</li> </ul>
<ul style="list-style-type: none"> <li>obtain the permission of the provider before adding any fixtures such as picture hooks or air-conditioning units</li> </ul>	<ul style="list-style-type: none"> <li>ensure they or their representative is reasonably available so residents can contact them about accommodation issues</li> </ul>
	<ul style="list-style-type: none"> <li>give the resident a key for each lock needed to gain access to their room</li> </ul>

The responsibilities of either the resident or provider/agent are the rights of the other party. For example, the resident has a responsibility to pay rent and the provider/agent has the right to expect it will be paid. It works the other way too; where a provider/agent has a responsibility, the resident has a right to expect they will do this. This is shown in the table on the following page.

<b>Resident rights</b> Residents can expect:	<b>Provider/agent rights</b> Provider/agent can expect:
<ul style="list-style-type: none"> <li>to be able to use and enjoy their room and common areas without being disturbed by other people</li> </ul>	<ul style="list-style-type: none"> <li>that residents use their rooms and common areas mainly as their home rather than a place of business</li> </ul>
<ul style="list-style-type: none"> <li>to be able to use and enjoy their room and common areas without the provider/agent disturbing them without good reason</li> </ul>	<ul style="list-style-type: none"> <li>that residents will not use their rooms or common areas for any illegal activity</li> </ul>

<b>Resident rights</b> Residents can expect:	<b>Provider/agent rights</b> Provider/agent can expect:
<ul style="list-style-type: none"> <li>to have access to toilet and bathroom facilities at all times</li> </ul>	<ul style="list-style-type: none"> <li>that residents and their guests will not disturb other residents' use and enjoyment of their room and common areas</li> </ul>
<ul style="list-style-type: none"> <li>to be able to use common areas at reasonable times</li> </ul>	<ul style="list-style-type: none"> <li>to have the rent paid when it is due</li> </ul>
<ul style="list-style-type: none"> <li>to have a room that is reasonably secure</li> </ul>	<ul style="list-style-type: none"> <li>residents not to have animals on premises unless they have approved them</li> </ul>
<ul style="list-style-type: none"> <li>to have rooms and common areas that are fit for a resident to live in</li> </ul>	<ul style="list-style-type: none"> <li>that residents and their guests will not damage or destroy the premises</li> </ul>
<ul style="list-style-type: none"> <li>to have rooms, common areas and furniture and equipment kept in good and safe repair, and kept clean depending on the agreement that is in place</li> </ul>	<ul style="list-style-type: none"> <li>that residents will look after their rooms so that they are not a health or fire hazard</li> </ul>
<ul style="list-style-type: none"> <li>to have times available when they can contact the provider/agent or a representative about accommodation issues</li> </ul>	

### Rooming accommodation agreements

These rights and responsibilities are part of the *Rooming accommodation agreement* between the resident and the provider/agent.

If a resident or a provider/agent breaks (or breaches) a term of an agreement, there are processes which must be followed. For example, the other person may issue a *Notice to remedy breach – Rooming accommodation* (Form R11) and if the breach is not remedied a *Notice to leave – Rooming accommodation* (Form R12) or a *Resident leaving form – Rooming accommodation* (Form R13) may follow (for information see the *Ending a Rooming accommodation agreement* fact sheet and the Dispute resolution page on the RTA website).

### 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](http://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 sheets 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.