

Fact sheet



Residential Tenancies Act 1994

Renting in Queensland

The Residential Tenancies Authority (RTA) looks after the *Residential Tenancies Act 1994*. This sets out the laws about renting a place in which to live, such as a house, apartment or caravan, in Queensland.

Tenancy agreements

A tenancy agreement is where one person (a lessor or real estate agent) gives another person (the tenant) the right to live in the premises. The agreement can be a fixed term (a set period such as six months) or periodic (no set period).

The tenancy agreement must be in writing and contain standard terms. A copy must be given to the tenant along with a copy of the brochure *Renting in Queensland* (Form 17a). The tenancy agreement will set out the conditions that will apply, such as the amount of rent, whether pets are allowed, how and when rent will be increased, and the lessor's and tenant's responsibilities. It must also contain any special terms and these must be consistent with the Act.

Condition reports

A *Condition Report* (Form 1a) must be completed by the lessor within 1 day of the tenant moving in, then given to the tenant to comment and sign within 3 days. This shows the condition of the premises at the start of the tenancy. Both tenant and lessor keep a copy so they can compare the condition of the premises when the tenancy ends.

The lessor must ensure the premises are clean, tidy and in good repair at the start of the tenancy and keep them in good repair throughout the tenancy. During the tenancy, the tenant must ensure the premises are kept reasonably clean and are not deliberately, negligently or maliciously damaged.

Rental bonds

Often the lessor will charge the tenant a rental bond. This is money you pay at the start of a tenancy which the lessor/agent can claim if you owe money for rent, damages or other costs at the end of the

agreement. This must not be more than four times the weekly rent. Where the weekly rent is more than \$500, there is no limit. There are different limits if you are renting a moveable dwelling, such as a caravan.

The rental bond is paid to the lessor who must then lodge the bond money with the RTA within 10 days. A *Bond Lodgement* (Form 2) must also be completed by the tenant and lessor and sent to the RTA by the lessor with the bond money.

The RTA will send a receipt to both the lessor and the tenant to show the bond money has been received.

At the end of the tenancy, the tenant and/or lessor must submit an *Application for Refund of Rental Bond* (Form 4) to get the bond back. Ideally, both the tenant and lessor should agree on how the bond money is to be returned and both sign the form.


If the tenant and lessor cannot agree on how the bond should be refunded or someone is unable to sign the form, either one can send in a Form 4. The RTA will process the first form it receives.

Whoever has not signed the Form 4 will be notified by mail, advising them of the claim against the bond. They will be given 14 days to disagree with the claim. If we have not heard from them in that time, the bond money will be refunded as was requested on the Form 4.

Paying rent

Details about rent payments will be outlined in the tenancy agreement. The tenant and lessor must agree on how the rent will be paid (such as by cash or cheque or into a bank account), how regularly the rent will be paid (such as weekly or fortnightly) and where the rent is to be paid.

Often rent in advance is required at the start of the tenancy. Tenants cannot be asked for more than one month's rent in advance for a fixed term tenancy, or two weeks' rent in advance in periodic or caravan tenancies. Tenants are not required to



pay any more rent until the amount of rent that was paid in advance is used up.

Tenants must be given receipts for cash payments, or cheque payments (if requested), and lessors must keep a written record of all rent paid.

Problems during the tenancy

If either the tenant or lessor breaches a term of the tenancy agreement, such as getting behind on rent payments or not maintaining the premises, the other person can issue a *Notice to Remedy Breach* (Form 11).

The person receiving the notice is then obliged to correct the breach, or can disagree. Lessors and tenants are usually able to resolve disagreements themselves by talking to each other and finding out information about their rights and responsibilities.

Tenants and lessors who are unsure about their rights and responsibilities under the Act can contact the RTA. If the tenant and lessor are unable to reach an agreement after trying to sort it out, the RTA's free dispute resolution service may be able to help.

Tenants and lessors can apply for dispute resolution by lodging a *Dispute Resolution Request* (Form 16) with the RTA by mail or fax.

The RTA's Dispute Resolution Officers may be able to help resolve the dispute in just a few telephone calls. Or, the RTA could arrange a meeting with the parties over the telephone or in person to try to resolve the dispute.

Where an agreement cannot be reached, or where it is an urgent situation (and dispute resolution by the RTA is not required) either party can apply to the local Small Claims Tribunal or Magistrates Court for a hearing. A small fee will be charged by the Tribunal, but may be awarded against the unsuccessful party.

Ending a tenancy

A tenancy agreement is a legal contract between two people and neither is able to end the agreement without following set processes so nobody is disadvantaged.

Tenancy agreements can only be ended if the lessor gives the tenant a *Notice to Leave* (Form 12), the tenant gives the lessor a *Notice of Intention to Leave* (Form 13), the Small Claims Tribunal makes an order for the tenancy to end, the tenant

abandons the premises, or both the tenant and lessor agree in writing for the tenancy to end. Compensation may be payable if a person seeks to end a fixed term agreement early.

Forms and notices

Under the Act, most dealings between tenants and their lessors must be in writing, to ensure that both are aware of their rights and responsibilities.

Copies of RTA forms are available free of charge from our Internet site, from the RTA directly or through our Fax Back service, which can be accessed by phoning the RTA. A number of forms are also kept at Australia Post offices in Queensland.

Further information

Tenants can contact their local Tenant Advice and Advocacy Service (TAASQ) worker for further assistance. These are listed in the local white telephone pages under 'Tenancy Advice'.

The RTA will access the Translating and Interpreting Service (TIS) for clients from a non-English speaking background if it is necessary.

For more information from the RTA about the *Residential Tenancies Act 1994*, telephone our Client Information Service on 1300 366 311 (for the price of a local call from anywhere in Queensland) or visit our website at www.rta.qld.gov.au.

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