



# Managing general tenancies 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, and compliance and enforcement.

This guide is prepared as an educational resource for people who manage general residential tenancies in Queensland. It provides a summary of how the Act applies and 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.

## As the property owner/manager, you must

- ensure the property is vacant, clean and in good repair at the start of the tenancy
- respect the rights of the tenant to quiet enjoyment of the property
- comply with all health and safety laws
- keep the property in a good state of repair
- ensure any external doors and windows of the movable dwelling have locks or latches, if you are renting the dwelling as part of the tenancy
- provide reasonable security with locks in good working order and supply keys for each lock
- pay all charges, levies, premiums, rates and taxes for the property and cover the costs of preparing the tenancy agreement
- reimburse the tenant for money spent on emergency repairs (conditions apply)
- ensure you lodge all bond money with the RTA within 10 days of receiving it, if the tenant pays the bond to you
- ensure copies of all relevant documents are provided to the tenant within the correct timeframes (e.g. signed tenancy agreement, signed entry condition report, etc.)
- ensure the rental property meets minimum housing standards (see page 3).

## The tenant must

- pay the rent on time
- keep the property clean and undamaged and return it, as far as possible, in the same condition it was in when they moved in (fair wear and tear excepted)
- keep to the terms of the tenancy agreement
- respect their neighbours' right to peace and quiet.

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# Before a tenancy

## When an agent acts on your behalf

You are responsible for meeting the requirements of the Act. If you employ a real estate agent to manage the property you should ensure they are licensed and understand their legal obligations. You and the agent should also have a formal agreement in place (e.g. a *Property Occupations Act 2014* form).

Find out more at the [Office of Fair Trading website](#).

## Clear communication

Clear communication is vital between you and the prospective tenant. Being clear about expectations and what is included in the tenancy agreement gives everyone a chance to resolve concerns before the start of a tenancy and helps prevent disputes at the end of the tenancy.

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

## Advertising the property for rent

### Section 57

Rental properties must be advertised at a fixed price. You do not have to display the price on a 'for rent' sign at the property, but any other advertisement must include a fixed price.

You must not:

- advertise a property with a rent range (e.g. between \$420–\$460)
- put the property up for a rent auction, where prospective tenants are required to bid for a property
- proactively tell prospective tenants to make offers over the advertised rental price to secure a rental property.

A prospective tenant can proactively offer more than the advertised rental amount and you may accept their offer.

## Fees and charges

### Section 59

The only money you can ask a prospective tenant for is:

- a key deposit
- a holding deposit
- a rental bond
- rent.

You can only accept an amount for a tenancy (apart from a key deposit) if you have first given the prospective tenant a written copy of the proposed tenancy agreement including any special terms.

You cannot charge a prospective tenant an application fee.

## Key deposits

### Sections 156–158

You may ask a prospective tenant for a refundable key deposit to inspect the property.

It is not compulsory to take a key deposit but if you take one you must give them a receipt stating:

- your name (or the name of the person taking the deposit)
- the name of the person paying the deposit (usually the prospective tenant)
- the address of the rental property
- the date the deposit is received
- the amount paid
- that it is a key deposit, and
- when the key is to be returned.

The key deposit must be fully refunded when the prospective tenant returns the key regardless of whether they enter into an agreement or not.

## Holding deposits

### Sections 159–162

A prospective tenant may be asked for a deposit to reserve or hold the property they intend to rent. They must be given a copy of the proposed agreement, including any special terms, before money is taken.

You and the tenant should agree on the holding period that applies to the deposit. If none is agreed, the period is 48 hours.

You can only take one holding deposit at a time for the property. Once you have taken the deposit you must give a signed receipt and ensure the property is available if the prospective tenant decides to proceed with the tenancy.

If the tenant does not want to rent the property and tells you within the holding period, you must refund the deposit within 3 days.

You can keep the holding deposit if the prospective tenant fails to notify you of their decision not to go ahead with the tenancy within the agreed holding period.

You can also keep the deposit if the prospective tenant indicates that they will proceed with the tenancy but then fails to enter into the tenancy agreement.

When a tenant commits to a tenancy agreement the holding deposit becomes part of the rental bond.

## Before you rent out a property

Make sure:

- the property is clean and in good repair
- locks and security devices are in good working order
- there is a full set of keys for one tenant and entry keys for all other tenants
- there are contact details for emergency repairs in the tenancy agreement
- you decide if you will take a key or holding deposit (refundable to prospective tenants)
- you decide if you will take a bond from the tenant
- the property is water efficient if you decide to charge for water consumption (see Water charging).
- the rental property meets minimum housing standards (see below).

You must also ensure there is nothing preventing the tenant from moving into the property.

You must provide a copy of the proposed tenancy agreement that includes any special terms and disclosure of any repair orders that have not been rectified before accepting any money from the tenant or committing them to the tenancy (this includes tenancy application forms that commit a tenant to the rental of a property if you choose their application).

If you are planning on putting the property up for sale, check the rules around selling and advertising a tenanted property (see page 14).

## Minimum housing standards

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

This means if a new tenancy agreement is signed or an existing agreement is renewed, the property must meet minimum housing standards before the tenant 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 tenant)

- include curtains or other window coverings, which provide privacy in rooms where the tenant 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 tenant.

## Discrimination

### Section 7 of the *Anti-Discrimination Act 1991*

You must not unlawfully discriminate when choosing a tenant. Tenants and potential tenants 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 tenants and prospective tenants. You cannot make it harder for people in particular groups to gain access to your rental property.

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

## Smoke alarms

By law, property owners must install interconnected photoelectric smoke alarms in all residential rental properties.

### As the property owner/manager, you must:

- install smoke alarms in compliance with the *Fire and Emergency Services Act 1990*, which requires interconnected photoelectric smoke alarms be installed in all bedrooms, in hallways that connect bedrooms with the rest of the property and on every level
- replace smoke alarms before the end of their service life (smoke alarms are required to have a recommended service life of at least 10 years under normal conditions of use)
- test and clean smoke alarms and replace any flat or nearly flat batteries within 30 days before the start or renewal of a tenancy
- not remove a smoke alarm, remove the battery (other than to replace it) or do anything to reduce the effectiveness of the alarm (e.g. paint or cover it).

**The tenant must:**

- test and clean (by vacuuming or dusting) smoke alarms at least once every 12 months
- replace any flat or nearly flat batteries
- advise the property owner/manager if there is any issue with the alarm (apart from batteries)
- allow the property owner/manager right of entry to install/test smoke alarms
- not remove a smoke alarm, remove the battery (other than to replace it) or do anything to reduce the effectiveness of the alarm (e.g. paint or cover it).

Penalties apply for not complying with these requirements.

Contact the [Queensland Fire and Emergency Services](#) for more information.

## Electrical safety switches

### Division 4, Section 85 of the *Electrical Safety Regulation 2013*

All residential properties in Queensland must be fitted with a working safety switch.

Contact the [Electrical Safety Office](#) within the Office of Industrial Relations for more information.

## Water charging

### Section 166

You cannot charge for water usage unless the property is individually metered. You must pay all fixed costs.

You are allowed to pass on the full cost of water consumption (including bulk water charges) provided:

- the rental property is individually metered (or water is delivered by vehicle), and
- the rental property is water efficient, and
- the tenancy agreement states the tenant must pay for water consumption.

Your property can be made water efficient by installing products (including toilets) with a 3-star (or higher) WELS rating, or by using add-on devices such as aerators or flow restrictors.

If the property is not water efficient, but the other two conditions are met, you are responsible for paying for a reasonable amount of water consumption, but the tenant may be required to pay excess water charges.

You should be able to demonstrate the presence of water efficient fittings by providing copies of:

- plumbing reports
- receipts
- packaging
- warranties or instruction manuals for taps and showerheads.

Water billing periods are unlikely to align with tenancy agreements. It's important that both you and the tenant note water meter readings on the entry and exit condition reports to calculate water consumption.

# Starting a tenancy

## Documents you will need to give the tenant

Sections 58, 61, 65 and 67

- the proposed [General tenancy agreement](#) (Form 18a), which includes any special terms
- a copy of [Pocket guide for tenants – houses and units](#) (Form 17a)
- a copy of any body corporate rules and applicable by-laws (units, apartments, townhouses)
- a [Bond lodgement](#) (Form 2), if you decide to ask for a bond (alternatively, you or the prospective tenant can lodge and pay for a bond online using [RTA Web Services](#))
- an [Entry condition report – general tenancies](#) (Form 1a).

## Tenancy agreement

Sections 61–64

A tenancy agreement, also known as a lease, is a legally binding written contract between you and the tenant. You must give the tenant a copy of the [General tenancy agreement](#) (Form 18a) before they pay any money or enter into the tenancy. It is an offence not to provide the tenant with a written agreement. However, the tenant still has protection under the law even if they are not given one.

The agreement outlines your rights and responsibilities and those of your tenant. It must include standard terms and may include special terms (e.g. water consumption). You must also disclose any repair orders yet to be complied with.

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

The tenant must sign and return the agreement to you within 5 days. You should send them a copy of the signed agreement within 14 days.

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

A General tenancy agreement can be:

- a **fixed term agreement** – has a start date and an end date and the tenant agrees to rent the property for a fixed amount of time (e.g. 12 months)
- a **periodic agreement** – when the tenant agrees to rent the property for an unspecified amount of time (there will be a start date but no end date).

## Special terms

Sections 53, 54, 56, 171 and 188

All special terms are negotiable and should be discussed prior to the tenant signing the tenancy agreement.

Special terms may include details about pets, rent increases, water charging, smoke alarms, swimming pools, garden maintenance, carpet cleaning and pest control.

However, you cannot require the tenant to use a specific contractor, company, or require them to provide evidence of professional services used (e.g. show a receipt) in order to return the property to that condition.

If you agree to a tenant's request for a pet, you could have a condition that the tenant must have the property professionally fumigated and/or professional carpet cleaning at the end of the tenancy, or that the pet must be kept outside, only if it is the kind of pet that is usually kept outside.

At the end of a tenancy, tenants have an obligation under the agreement to leave the property, as far as possible, in the same condition it was in at the start of the tenancy, fair wear and tear excepted. Note: pet damage is not considered fair wear and tear.

Special terms that conflict with the Act are not binding, even if you and the tenant have agreed to them. Penalties may apply.

## Types of share households

**Co-tenancies** – where all occupants are named on the agreement as tenants. Tenants are jointly and individually responsible for the rent and other obligations under the agreement.

**Multiple individual tenancies** – where you offer each tenant a separate agreement. Check with the RTA if your situation is covered by the rules in this guide or by residential services, rooming accommodation or boarder/lodger rules.

**Sub-letting** – where the tenant named on the agreement establishes themselves as head tenant through a sub-agreement tenancy with other occupants. Sub-tenants have no direct relationship with you and deal directly with the tenant named on the original agreement. However, a tenant cannot sub-let a property without your written permission including short-term arrangements such as Airbnb. If a head tenant collects a bond from the sub-tenant, they must lodge it with the RTA within 10 days.

## Unapproved occupants

You have the right to know and approve of the people living in the property. Your approval must be given in writing. If you haven't granted approval you can seek removal of the tenants by issuing a [Notice to remedy breach](#) (Form 11) to the tenant. You may also seek help through the RTA's dispute resolution service or the Queensland Civil and Administrative Tribunal (QCAT).



## Entry condition report

### Sections 65 and 506

The [Entry condition report – general tenancies](#) (Form 1a) records the condition of the property at the start of the tenancy. It is important to fill it out properly to avoid future problems. You must complete and sign the report and give a copy to the tenant for them to complete and sign. The tenant must return a copy to you within 7 days. You and the tenant could also complete and sign the report together. It is important that both you and the tenant have a copy of the report. The tenant can disagree with what you have written by including their own comments.

Attaching photographs or videos is a useful way to support what you have written on the form. 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 property or any inclusions (e.g. furniture, appliances etc.).

## Rental bond

### Sections 110–122 and 146–148

A rental bond is a security deposit a tenant 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 tenant at the end of the tenancy provided no money is owed to you for rent, damages or other costs.

You need to give the tenant a copy of the tenancy agreement before a bond is taken.

If you take a bond, you must:

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

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 tenant an acknowledgement of rental bond letter that includes a rental bond number. This number should be used when contacting the RTA about the bond.

## Maximum bond amounts

In a general tenancy, the maximum bond you can charge is equivalent to 4 weeks rent if the rent is \$700 a week or less. If the rent is more than \$700 a week there is no limit on the bond, but you should negotiate the bond amount with the tenant.

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 deposit).

If you allow a pet at the rental property, you cannot ask the tenant to pay for a pet bond.

## Rental bond loans

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

## Part payment of bond

You can accept bond payments in instalments. You and the tenant should agree on the number and amount of instalments to be made and record it in the agreement.

The first payment and all instalments should be lodged using a [Bond lodgement](#) (Form 2) or by using [RTA Web Services](#). Each instalment must be lodged with the RTA within 10 days of receiving it.

## Transfer of bond

A tenant can transfer a bond from one property to another providing the tenant and lessor/agent remain the same. 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 tenant should fill out a [Change of rental property](#) (Form 3).

A Department of Housing rental bond loan may have conditions for transfer.

## Increasing the bond

If rent is increased, you may wish to increase the bond as well. 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 can be increased if the rent is increased.

[RTA Web Services](#) can be used by joint lessors and managing parties acting on behalf of an organisation (e.g. agents) to lodge or increase single or multiple rental bonds online.

## Rent

### Sections 83–97

Rent can be paid in the following approved ways:

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

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

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

## Receipts and records

### Section 88

If a tenant pays rent in cash, or requests one when paying by cheque, you must give a receipt at the time of payment.

The receipt must state:

- the tenant's name
- the address of the rental property
- the date payment was made
- the period for which the payment is made
- the amount of the payment, and
- the purpose of the payment (i.e. rent).

If the tenant 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 them 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 rent the tenant pays and retain it for 1 year after the tenancy has ended. The tenant can ask for a copy of the rent record at any time and it must be provided within 7 days after the request is made.

### Example of a rent ledger

<b>Name of tenant:</b>			
<b>Address of rental property:</b>			
<b>Weekly rental amount: \$400</b>			
Receipt no.	Date rent paid	Amount paid	Period rent covered
034	1/5/23	\$800	1/5/23 to 14/5/23
035	15/5/23	\$800	15/5/23 to 28/5/23
036	31/5/23*	\$800	29/5/23 to 11/6/23
037	12/6/23	\$800	12/6/23 to 25/6/23
038	26/6/23	\$400	26/6/23 to 2/7/23
039	3/7/23	\$800	3/7/23 to 16/7/23
040	17/7/23	\$400	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 87

You can ask a tenant for rent to be paid in advance:

- **fixed term agreement:** a maximum of 1 month's rent in advance
- **periodic agreement:** a maximum of 2 weeks rent in advance

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

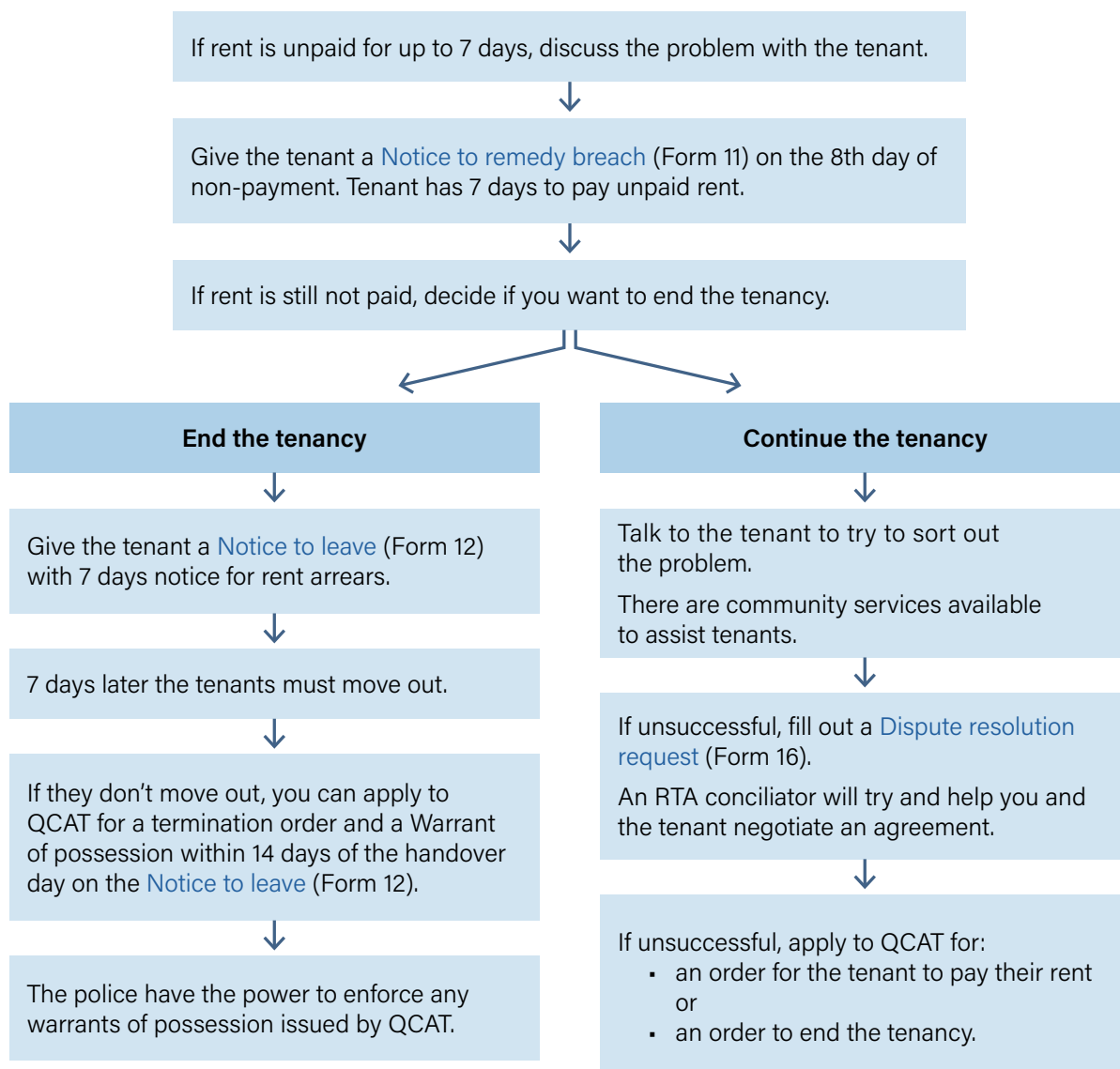
Rent in advance is not the same as bond money and is not lodged with the RTA.

## Unpaid rent

### Sections 280, 325 and 328

If a tenant fails to pay rent on the day when it is due, they are in breach of the agreement. If the rent remains unpaid for more than 7 days, you may then give the tenant a [Notice to remedy breach](#) (Form 11). You must give the tenant 7 days to pay the overdue rent.

## Unpaid rent procedure





## Increasing the rent

### Sections 91–93

Rent can only be increased if it has been at least 12 months since the current rent amount became payable.

Rent cannot be increased during a fixed term agreement unless it is stated in the tenancy agreement along with the amount or how it will be worked out. Even if rent increases are allowed, 2 months notice in writing must be given.

Rent may be increased at the end of a fixed term agreement if you and the tenant enter into a new tenancy agreement.

Rent can be increased in a periodic agreement by giving 2 months notice in writing.

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

## Excessive rent increases

### Section 92

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

### New fixed term agreement

The tenant can also dispute a significant rent increase when the tenancy is renewed with another fixed term agreement. They must sign the new agreement before lodging a [Dispute resolution request](#) (Form 16) or applying online via [RTA Web Services](#). After the tenant signs the new agreement, they have 30 days to lodge the request form or apply through RTA Web Services.

If dispute resolution is unsuccessful, they can apply to QCAT for a review of the increase. However, if QCAT decides the rent increase is reasonable, the tenant must pay the new amount for the duration of the agreement. Similarly, if QCAT decides the rent increase is excessive, QCAT will set a new rent amount. You and the tenant will be bound by these new terms.

## Decreasing the rent

### Section 94

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. a stove is not working).

If you and the tenant 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 184A–G

If a tenant requests to keep a pet at the rental property, 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 tenant's request in writing within 14 days after receiving the request or the request is taken to be approved by you.

You can access more information on the pet process and a list of the grounds you can refuse a pet on at 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 tenant may keep a working dog (or retired working dog) at the rental property without your approval.

The tenant is responsible for all nuisance, such as noise or damages caused by the pet. Note that any damages to the property or inclusions caused by the pet or other animal are not considered fair wear and tear under the Act and is at the tenant's cost to rectify.

The permission to keep the pet continues for the life of the pet and is not affected by the ending of a tenancy agreement if the tenant continues under a new agreement or if there is a change in the property manager or owner.

## Locks and keys

### Section 210–213

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

You must give the tenant a key for each lock that secures an entry to the rental property or is part of the premises. If there is more than 1 tenant, you will need to give each of the other tenants a key to be able to enter the premises. It can be helpful to keep a record or photo of what keys were handed to the tenant at the start of the tenancy.

At the end of the tenancy, the tenant will need to return the keys they were given at the start and any additional keys they may have had made.

The Act gives a tenant experiencing domestic and family violence the right to change the locks if they believe it is necessary to protect themselves. The tenant does not need to ask for your consent in this situation, but they must engage a qualified tradesperson and provide you with a copy of the key as soon as it is practicable to do so.

# During a tenancy

## Entry

### Sections 192–199 and 202

You have the right to enter the property to inspect it and carry out maintenance. However, you must not interfere with the tenant's reasonable peace, comfort and privacy.

In most cases you must give the tenant appropriate notice with an [Entry notice](#) (Form 9). Entry must occur at a reasonable time. You cannot enter on Sundays, public holidays, or any other day before 8am and/or after 6pm, unless the tenant agrees.

You or your agent must specify on the [Entry notice](#) (Form 9) the entry time or the 2-hour period of when you intend to enter the property. You must enter at that time or within that 2-hour period and can stay for as long as it reasonably takes to complete the job. The 2-hour entry period does not apply to tradespeople.

The tenant does not have to let in an agent or tradesperson unknown to them, unless they have written evidence from you confirming their appointment.

There are separate rules for entry requirements relating to the sale or re-letting of the property.

Penalties apply for unlawful entry.

## Disputes about entry

If a dispute about entry cannot be resolved through negotiation, you or the tenant can apply directly to QCAT.

Lawful purpose of entry	Minimum notice required
To inspect the property	7 days Inspections cannot happen more than once every 3 months unless the tenant agrees.
A follow up inspection to check a significant breach* has been fixed	24 hours Entry must occur within 14 days of the expiry date on the <a href="#">Notice to remedy breach</a> (Form 11).
To carry out repairs or maintenance to the property including safety switch and smoke alarm installation including to comply with a repair order	24 hours Entry can occur without notice if the property is located in a remote area and there is a shortage of tradespeople.
A follow up inspection to check on the quality of repairs by a tradesperson	24 hours Entry must occur within 14 days of the maintenance or repairs being completed.
To show the property to a prospective purchaser	24 hours The tenant must have received a <a href="#">Notice of lessor's intention to sell the premises</a> (Form 10). A reasonable amount of time must have passed since the last entry for this reason. There are different rules for open houses.
To show the property to a prospective tenant	24 hours notice The tenant must have given a <a href="#">Notice of intention to leave</a> (Form 13) or received a <a href="#">Notice to leave</a> (Form 12). A reasonable amount of time must have passed since the last entry for this reason. There are different rules for open houses.
To allow a valuation of the property	24 hours
If you reasonably believe the property has been abandoned	24 hours

If the tenant agrees that you or your agent can enter	At the agreed time. It is best practice to document or keep a record of the agreement e.g. diary note/email of the conversation or agreement.
In an emergency	No notice required.
If you or your agent reasonably believe that entry is necessary to protect the property from damage that is about to happen	No notice required.
By order of QCAT	As specified in the order.

\* A significant breach relates to:

- the use of the property for an illegal purpose
- exceeding the number of occupants allowed to live in the property
- keeping an animal, other than a working dog, at the property without permission
- another matter if the reasonable cost of fixing it exceeds 1 week's rent.

## Maintenance and routine repairs

### Sections 185 and 215–221C

You are responsible for ensuring the property is fit to live in and in a good state of repair. The tenant should notify you of any maintenance or repairs needed, preferably in writing.

You should organise the repairs within a reasonable time. If you do not, the tenant can issue you with a [Notice to remedy breach](#) (Form 11) giving you 7 days to fix the problem.

If the repairs are still not done, the tenant can lodge a [Dispute resolution request](#) (Form 16) or apply online via [RTA Web Services](#). If conciliation doesn't help resolve the issue, the tenant can apply for a repair order from the Queensland Civil and Administrative Tribunal (QCAT). The tenant may also be able to give a [Notice of intention to leave](#) (Form 13) advising you of their intention to vacate the property for an unremedied breach.

If you disagree with the [Notice to remedy breach](#) (Form 11), you can also apply for dispute resolution assistance.

## Repair orders

### Section 221, 221A–C and 307D

A repair order is an order made by QCAT about addressing routine or emergency repairs that are needed at the rental property and is an additional pathway for tenants to follow if repairs are not done in a timely manner. Repair orders are attached to the rental property and continue to apply until they are complied with, even if the tenancy has ended or premises have been sold.

You must disclose to a prospective tenant on the tenancy agreement if there is an unactioned repair order.

In granting a repair order, QCAT must consider if the correct process was followed, the conduct of the owner/manager, the likely risk of injury and loss of amenity caused by the damage.

QCAT may make an order about what is, or is not, to be repaired and by what date; who is to arrange and

pay for the repairs; compensation to the tenant; or if the agreement is to be terminated if the repairs are not completed by the due date.

You can seek an extension of time on a repair order but this must be done prior to the expiry of the repair order. Reasons for extension may include hardship, remote location, shortage of materials or being unable to find a suitably qualified tradesperson to make the repairs.

A copy of the repair order made by QCAT is sent to the RTA. It is an offence under the Act to contravene a repair order.

## Emergency repairs

### Section 214

Emergency repairs are for:

- a burst water service or a serious water service leak
- a blocked or broken toilet
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm, fire or impact damage
- a failure or breakdown of the gas, electricity or water supply to the property
- a failure or breakdown of an essential service or hot water, cooking or heating appliance
- a fault or damage that makes the property unsafe or insecure
- a fault or damage likely to injure a person, damage the property or unduly inconvenience a tenant
- a serious fault in a staircase, lift or other common area that unduly inconveniences a tenant in gaining access to, or using, the property.
- any works needed to make the property comply with minimum housing standards, once these standards apply to the rental property (see page 3)

All other repairs are considered to be routine repairs.

You must list your nominated emergency repairer in the tenancy agreement.

If the tenant is unable to notify you or the nominated repairer of the need for repairs, or they have given notice but the repairs have not been made in a reasonable time, the tenant may arrange for a suitably qualified person to make the emergency repairs (up to the value of 4 weeks rent). Alternatively, the tenant can apply to QCAT (urgent application) for a repair order to have the emergency repair carried out.

If the tenant has organised the emergency repairs, you must reimburse the tenant for the cost of repairs within 7 days of receiving a copy of all receipts.

If you and the tenant do not agree about the emergency repairs, or if you have not reimbursed the tenant within 7 days, you or the tenant can apply to QCAT for a ruling.

If you have engaged a property manager, they will be able to organise emergency repairs on your behalf and make deductions up to the cost of the repairs from the paid rent before disbursing the remainder to you.

## Fixtures and inclusions

### Sections 207–209

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

**Inclusions** are everything supplied with the property for the tenant's use (e.g. dishwasher, air conditioner).

The tenant 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 tenant 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, keep it as an improvement to the property, or treat it as a breach and try to resolve the dispute.

## Misrepresentation

### Section 312A

If the tenant believes you have given them false or misleading information, they can apply to QCAT to terminate the tenancy due to misrepresentation. This includes information on the condition of the property, inclusions or services provided; or an impact on their quiet enjoyment of the property; or the agreement or another document. The tenant will need to apply within the first 3 months of occupancy. This is a non-urgent application and will need to go through the RTA's dispute resolution service first before going to QCAT.

## Breaches

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

### Breaches by the tenant

#### Sections 280–281, 325 and 328

If a tenant breaches the tenancy agreement you can issue a [Notice to remedy breach](#) (Form 11). This gives them 7 days to fix the problem. The tenant may apply to the RTA's free dispute resolution service for help.

If the tenant does not fix the problem (i.e. the breach) within the allowed time, you can issue a [Notice to leave](#) (Form 12) giving them 14 days to leave the property for a general breach or 7 days for failing to pay rent.

### Breaches by the lessor

#### Sections 301–302

If you breach the tenancy agreement, the tenant can issue you with a [Notice to remedy breach](#) (Form 11). If you do not fix the problem, the tenant may contact the RTA's dispute resolution service for assistance. If the matter is still not resolved the tenant may be able to take the matter to QCAT.

If you do not fix the problem within 7 days the tenant can give you a [Notice of intention to leave](#) (Form 13) giving you at least 7 days notice to end the agreement. You can dispute this notice by lodging a [Dispute resolution request](#) (Form 16) or applying online via [RTA Web Services](#).

### Repeated breaches

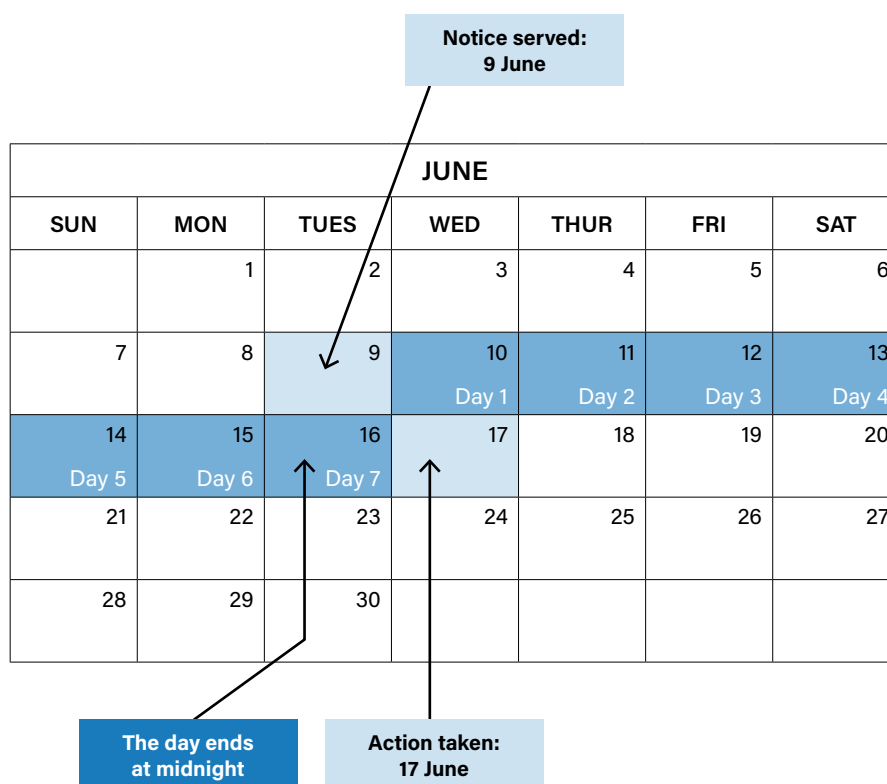
#### Sections 299 and 315

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 tenant can apply to QCAT to have the tenancy agreement ended, provided:

- a [Notice to remedy breach](#) (Form 11) was given each time
- each breach was for the same problem and was rectified, and
- the problem is of a serious nature.

## Notice periods

### Example of a 7 day notice period



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 7 day notice is served on 9 June:

Notice served: 9 June

Day 1 – 10 June

Day 2 – 11 June

Day 3 – 12 June

Day 4 – 13 June

Day 5 – 14 June

Day 6 – 15 June

Day 7 – 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 action.

#### Example:

The last day of the [Notice to leave](#) (Form 12) is 16 June. By law, the tenant 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 property.

### Serving notices by email

You can serve notices by email if that method was agreed in the tenancy agreement.

### 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 more information on delivery times.



## Change of shared tenants and bond contributors

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

If there is a change of bond contributors, the tenants who are moving in and out will need to sort their own contribution between themselves but anyone 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](#).

The RTA is not responsible for exchange of money between tenants and successfully submitting a Change of bond contributors (Form 6) request does not change the tenants listed on the tenancy agreement.

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

## Selling a tenanted property

### Sections 203–204, 286, 307 and 365B

If the tenant is on a fixed term agreement, you cannot make them leave because you decide to sell the property. The tenant can stay until the end of the fixed term, and if the property is sold during the fixed term, the new owner will become their lessor.

If the tenant is on a periodic agreement, and the purchaser does not want to continue renting the property (known as vacant possession), then you must give the tenant a [Notice to leave](#) (Form 12) allowing at least 2 months after the signing of the contract for sale. If you are preparing the property for sale and require vacant possession, you can give the tenant 2 months notice to end the tenancy (periodic tenancy).

If you have issued a Notice to leave 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 tenant has vacated. Please refer to the RTA website for more information.

If the property is advertised for sale during the first 2 months of a fixed term agreement (including a renewal of a fixed term agreement) and the tenant was not given written notice of the proposed sale before entering into the agreement, the tenant can end the agreement by giving a [Notice of intention to leave](#) (Form 13) with 2 weeks notice, without penalty.

You must give the tenant a [Notice of lessor's intention to sell premises](#) (Form 10) if you or your sales agent wants to show the property to a prospective buyer. You will also need to give the tenant at least 24 hours notice for each entry.

If you want to hold an open house or on-site auction, you must have the written consent of the tenant.

Photographs that show any of a tenant's possessions must not be used in advertising unless the tenant gives prior written consent.

Penalties apply for not complying with these requirements under the Act.

## Re-letting a tenanted property

Before you show a prospective tenant the property, the current tenant must give notice that they are leaving, or you must give them notice to leave.

If the tenant wants to leave they must give you a [Notice of intention to leave](#) (Form 13). If you want the tenant to leave you must give them a [Notice to leave](#) (Form 12).

If you want to show the property to a prospective tenant you must give the current tenant an [Entry notice](#) (Form 9) giving them 24 hours notice. A reasonable amount of time must have passed since the last entry for this reason.

If you wish to hold an open house, you must have the written consent of the tenant.

## Continuing a tenancy

There are three ways a fixed term tenancy 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)
- do nothing and allow the agreement to convert to a periodic agreement.

If a tenant signs a new fixed term agreement that contains significant changes to the terms and conditions of the original agreement, they can dispute it and apply for the RTA's free dispute resolution service by submitting a [Dispute resolution request](#) (Form 16).

A significant change may include:

- an excessive rent increase
- the way rent must be paid
- the number of occupants allowed to live in the property
- a change to the special terms
- a change to the special terms about keeping pets.

The tenant must sign the new agreement first and then has 30 days from the start of the new agreement to apply to the RTA's dispute resolution service.

If conciliation is unsuccessful, the RTA will issue a *Notice of unresolved dispute* and the tenant can apply to have the matter heard by QCAT.

The tenant must abide by the new terms of the agreement (e.g. by paying the new increased amount of rent) while they wait for a hearing. You and the tenant will be bound by any QCAT orders.



# Ending a tenancy

## Sections 277 and 326–327

A tenancy agreement may be ended by either you or the tenant when:

- end of a fixed term agreement
- you or the tenant want to end a periodic agreement (please see list of reasons to end a periodic tenancy)
- there is a serious unremedied breach which relates to:
  - unpaid rent
  - damage to the property
  - illegal use of the property
- you or the tenant have broken the agreement in a serious way and in the same way more than twice in a 1 year period (repeated breaches)
- you or the tenant have not complied with a QCAT order
- the tenant has abandoned the property
- the property is to be sold with vacant possession and the tenant is on a periodic agreement
- you are preparing the property for sale and the tenant is on a periodic agreement
- you or your immediate relative is moving into the rental premises and the tenant is on a periodic agreement
- you are carrying out significant repairs, renovations, or planned demolition or redevelopment – periodic agreement
- you are changing the use of the rental premises (e.g. change to holiday let) – periodic agreement
- property is required under State government program (e.g. highway extension)
- you and the tenant mutually agree to end the tenancy in writing

- you have not complied with a repair order by QCAT (please see information on the RTA website) you and the tenant mutually agree in writing
- tenant is ending their interest in the tenancy due to domestic and family violence (please see information on the RTA website)
- Non-liveability – the premises have been partly or wholly destroyed (e.g. extensive damage, or from natural disaster)
- a mortgagee is to take possession of the property (notice is issued by the mortgage company or bank)
- the sole tenant or a co-tenant has died
- 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 RTA website.

Penalty provisions apply for providing false and misleading information in a [Notice to leave](#) (Form 12).

## Ending a fixed term agreement

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

- by you and the tenant mutually agreeing to end the 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 tenant
- by you giving the tenant a [Notice to leave](#) (Form 12) (due to an unremedied breach, or end of fixed term agreement)
- by the tenant giving you a [Notice of intention to leave](#) (Form 13).

## Notice to leave

### Section 326 and Schedule 1

The [Notice to leave](#) (Form 12) is used when asking a tenant to vacate the property.

Reason for ending a tenancy	Length of notice required
Unremedied rent arrears	At least 7 days after the expiry of <a href="#">Notice to remedy breach</a> (Form 11).
Unremedied general breach (breaches apart from rent arrears)	At least 14 days after expiry of <a href="#">Notice to remedy breach</a> (Form 11).
End of a fixed term agreement	At least 2 months (issued prior to the expiry date of the agreement).
Sale of the property or preparing the property to sell	At least 2 months after the notice is given to the tenant and not before the end of a fixed term agreement.
Owner or their relative moving in	At least 2 months after the notice is given to the tenant and not before the end of the fixed term agreement.

Significant repairs or renovations	At least 2 months after the notice is given to the tenant and not before the end of a fixed term agreement.
Planned demolition or redevelopment	At least 2 months after the notice is given to the tenant and not before the end of a fixed term agreement.
Change of use of property	At least 2 months after the notice is given to the tenant and not before the end of a fixed term agreement.
Abandonment	If the tenant does not respond to an <a href="#">Abandonment termination notice</a> (Form 15) within 7 days, the tenant is deemed to have abandoned the property.
Non-compliance with a QCAT order	At least 7 days after the notice is given to the tenant.
Compulsory acquisition (the notice must be given within 1 month after compulsory acquisition)	At least 2 months.
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 2 months (special considerations apply – visit our website for more details).
Death of a sole tenant	2 weeks after the tenant's representative gives you written notice, or 2 weeks after you give the tenant's representative written notice, or a day agreed between you and the tenant's representative, or a day decided by QCAT.
If entitlement to employment ends	4 weeks after the notice is given to the tenant.
Ending of housing assistance	4 weeks after the notice is given to the tenant.
Ending of accommodation	4 weeks after the notice is given to the tenant.
State government program	2 months after the notice is given to the tenant and not before the end of a fixed term agreement.

## Notice of intention to leave

### Section 327 and Schedule 1

The [Notice of intention to leave](#) (Form 13) is used by the tenant to notify you they are ending the agreement.

Reason for ending the tenancy	Length of notice required
Without grounds (parties can agree on an earlier date in writing)	2 weeks after the notice is given for a periodic agreement 14 days or the day the agreement ends (whichever is later) for a fixed term agreement. If you and the tenant both agree to an earlier date in writing, a fixed term agreement can be ended without grounds.
Unremedied breaches (by the lessor)	7 days after the notice is given.
Lessor's intention to sell premises within the first 2 months of a tenancy	2 weeks after the notice is given if the tenant was not advised in writing of the sale at the signing of the agreement.

Condition of the property	<p>14 days notice, within first 7 days of the tenant moving in, if the premises are:</p> <ul style="list-style-type: none"> <li>▪ not fit for the tenant to live in</li> <li>▪ not safe or not in good repair</li> <li>▪ in breach of health and safety laws and/or</li> <li>▪ 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)</li> </ul> <p>The tenant may not give a <a href="#">Notice of intention to leave</a> (Form 13) under this ground if the circumstances mentioned above were caused by an action or failure of the tenant.</p>
Death of a sole tenant	<p>2 weeks after the tenant's representative gives written notice, or 2 weeks after the owner/manager gives the tenant's representative written notice, or a day agreed between the tenant's representative and the owner/manager, or a day decided by QCAT.</p>
Death of a co-tenant	14 days notice.
Non-compliance by the lessor to a QCAT order	7 days after the notice is given.
Lessor fails to comply with repair order	14 days after the notice is given.
Non-liveability	Same day the notice is given.
Compulsory acquisition	2 weeks after 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).

## Application to terminate the tenancy due to a serious breach

### Section 297B

You can make a non-urgent application to QCAT to terminate the tenancy if you reasonably believe the tenant, an occupant or a guest of the tenant has used the premises for an illegal activity; intentionally or recklessly destroyed or seriously damaged the premises; or endangered another person in the premises or nearby. You do not have to issue a [Notice to remedy breach](#) (Form 11) or a [Notice to leave](#) (Form 12); however, you must first submit a [Dispute resolution request](#) (Form 16) before applying to QCAT.

You may form a reasonable belief that the rental premises has been used for illegal activity, whether or not anyone has been convicted or found guilty of an offence to that activity. At QCAT you will need to be able to provide evidence of the alleged serious breach.

## Breaking the tenancy agreement

### Section 357A, 362

If the tenant 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 the reasonable cost of re-letting the property and advertising). Exceptions apply for tenants experiencing domestic and family violence. They may also be responsible for compensation for loss of rent until another tenant can be found or until the tenancy ends. However, you have an obligation to reduce or minimise costs that result from ending an agreement early.

## Ending a tenancy due to hardship situations

Sections 295, 310, 335 and 343

If a tenant (or you as a lessor) feels they would suffer excessive hardship should a tenancy not be terminated, they may make an urgent application to the Queensland Civil and Administrative Tribunal (QCAT) to end the tenancy on the grounds of excessive hardship.

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

## Domestic and family violence (DFV)

Sections 245, 308A–308I and 321–323

A tenant or co-tenant experiencing domestic and family violence can end their interest in the tenancy by issuing you a [Notice ending tenancy interest \(domestic and family violence\)](#) (Form 20) with the relevant evidence. The tenant can vacate immediately but will need to give 7 days notice and pay rent until the end of the 7 day notice period.

The relevant supporting documentation that can be provided or shown to you by the tenant 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 (refer to the RTA website).

The vacating tenant 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 at the premises or inclusions caused by an act of DFV. If there are costs associated with breaching terms of the agreement not related to the DFV (e.g. rent arrears, damage to property by a pet, water bills), the tenant is still responsible for these costs.

The vacating tenant 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 tenancy interest, you must inform the vacating tenant:

1. whether you intend to apply to QCAT to have the notice set aside because it does not comply with the Act
2. when the other tenants (if applicable) will be informed that they have vacated the premises and that the residential tenancy agreement continues for the other tenants.

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

It is critical to maintain the privacy of a tenant who is experiencing domestic and family violence to ensure their safety. You must not disclose information about the tenant's DFV experience to anyone unless in specific permitted circumstances as outlined under the Act. Contact details provided by the vacating tenant 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 flow chart on the RTA's [domestic violence in a rental property webpage](#) to help you comply with the process.

A tenant can also apply to QCAT to be recognised as the tenant if their name is not on the agreement.

Tenants in this situation may seek further assistance from community support organisations such as DV Connect (1800 811 811 or [dvconnect.org](http://dvconnect.org)) or 1800RESPECT (1800 737 732 or [1800respect.org.au](http://1800respect.org.au)).

## Abandoned property

Sections 355–357

If you believe the property has been abandoned, you can issue an [Entry notice](#) (Form 9), giving at least 24 hours notice, and then inspect the property to confirm it has been abandoned.

You must have reasonable grounds for believing the property has been abandoned (e.g. rent arrears, uncollected mail).

To end the agreement, you can either:

- issue an [Abandonment termination notice](#) (Form 15) (e.g. by leaving it at the property). The tenancy agreement ends 7 days from the date the notice was served, if the tenant does not apply to QCAT to have the notice set aside, or
- you can apply to QCAT for an order declaring the property abandoned. This can avoid future disputes if there is doubt about whether the property was abandoned.

If the tenant wishes to dispute the notice, they must apply to QCAT within 7 days of the notice being served. If the 7 days have expired the tenant may apply to QCAT for a compensation order if they can show they have not abandoned the property. This must be done within 28 days of the notice being served.

You may wish to take photographs or video to support your decision to issue an abandonment termination notice.

## Exit condition report

### Section 66

The [Exit condition report – general tenancies](#) (Form 14a) is completed on, or around, handover day when the tenant is ready to move out. It shows the condition of the property when the tenant leaves.

The report should be filled out by the tenant and they must give you a copy. It will be compared to the [Entry condition report – general tenancies](#) (Form 1a) – and any supporting documentation such as photographs – to determine if the property is in, as far as possible, the same condition as when the tenant moved in, fair wear and tear excepted.

You then inspect the property and make your own notes on the exit condition report and send a completed copy to the tenant at their new address within 3 business days. You need to also keep a copy.

It is a good idea to conduct the vacate inspection with the tenant and complete the report together. If there is disagreement over the report and property condition, you should talk to each other and try to resolve the dispute together.

## Refunding the bond

### Sections 123–144

The quickest and easiest way to get a bond refund is to talk to the tenant/s and reach an agreement about how the bond is to be paid out.

### If you and the tenant/s agree on the refund amount

Tenant/s and the property owner/manager should discuss and agree on how the bond will be paid out before lodging a bond refund request.

Either you or the tenant can submit a bond refund form online using [RTA Web Services](#) 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 and the RTA will refund the money within a few days.

### If you and the tenant/s disagree

The RTA encourages you and your tenant/s to try and resolve any issues in the first instance. Either you or the tenant/s can submit a bond refund form online using [RTA Web Services](#) or the paper based [Refund of rental bond](#) (Form 4).

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

**If they do respond**, the RTA's dispute resolution service will try to help resolve the disagreement. If agreement is reached, you and the tenant should sign the bond refund form and the bond is paid out as agreed.

**If agreement is not reached**, the person who lodged the dispute 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 notifying the RTA in writing of the QCAT application.

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

## Goods and documents left behind

### Sections 363–365

Goods and documents left behind after a tenant 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 tenant or, if you can't contact them, to the Public Trustee or the organisation that issued the document within 7 days of the end of the tenancy. You must make an effort to contact the tenant about these items.

- **Goods valued at less than \$1500:** Goods left behind that could be unhealthy or unsafe to store, that would reduce their value by storing them, and/or the cost of removing, storing and selling them would be more than their value, can be sold or disposed of straight away. Example: food.
- **Goods valued at more than \$1500:** Goods must be stored for 1 month, after that they can be sold at auction. The auction must be advertised in a local newspaper and must list the goods and state the time, day and place of the auction which must be at least 7 days after the notice is published. Example: cars, furniture or caravans.

You can deduct the cost of the removal, storage and sale of the goods from the money raised at the auction. Any remaining money must be paid to the Public Trustee. You must apply to QCAT if you are owed any other money.

The tenant can reclaim their goods before their disposal. They must put this request in writing and pay you for the cost of removal or storage.

You cannot hold onto a tenant's possessions in lieu of rent or other money owed.

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



## Disputes

### Sections 397–413 and 416

Try to resolve disputes with the tenant directly. If this does not work, the RTA's free dispute resolution service may be able to help. If it remains unresolved you may be able to take the matter to QCAT.

#### Step 1 – Attempt 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 the Property Owners' Association of Queensland.
- Talk to the other party and try to negotiate an agreed outcome.
- If an agreement is reached, make sure the agreement is in writing and signed by you and the tenant.

Communication is key to resolving most disputes. You can find out more tips on self resolution at the RTA website.

#### Step 2 – Request RTA dispute resolution

If you and the tenant cannot come to an agreement, the RTA's dispute resolution service offers a free conciliation service to help tenants and lessors resolve disputes quickly and without the need for legal action.

Conciliation is an opportunity to present concerns, listen to the other person and to settle a dispute with mutual agreement. The process 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.

Information on how to apply for free dispute resolution can be found on the [RTA's disputes webpage](#).

#### 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, you or the tenant can apply to QCAT for a decision on the matter (time limits may apply).

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

An adjudicator will hear the matter and make a ruling based on the evidence provided. The decision is binding.

## Urgent applications to QCAT

### Section 415

An urgent application can be made directly to QCAT without having to go through 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 for:

- failure to leave by the date written on the [Notice to leave](#) (Form 12) or [Notice of intention to leave](#) (Form 13)
- excessive hardship
- an order to restrain a person causing damage or injury
- repeated breaches by the tenant
- ending the agreement due to the death of a sole tenant
- an order declaring a property abandoned
- an order about goods and documents left behind.

You can find information on the definition of an urgent application on the RTA's website or contact the RTA to check if your matter is defined as urgent. Information on QCAT applications for residential tenancy matters can be found on their [website](#).

## Retaliatory action and eviction

### Section 246A

Retaliatory action occurs when you give a Notice to remedy breach, a Notice to leave, or increase the rent in response to the tenant asserting their rights to intimidate or punish them.

You cannot take steps to end a tenancy agreement because a tenant has enforced, or proposed to enforce, their rights. If a tenant believes you have given a [Notice to leave](#) (Form 12) because they have made a complaint to a government entity, applied or proposing to apply to QCAT for an order, or taken some action to enforce their rights, including requesting repairs, they can apply directly to QCAT to have the notice set aside.

The tenant must apply to QCAT within 1 month of receiving the [Notice to leave](#) (Form 12).



## Warrant of possession

### Sections 350–354

If the tenant does not move out after you have gone through the process of ending the agreement, by serving a [Notice to leave](#) (Form 12) or receiving a [Notice of intention to leave](#) (Form 13) from the tenant, you can apply to QCAT for a termination order and a *Warrant of possession*. You can only apply to QCAT for a termination order once the notice has expired. This must be done within 14 days of the expiry date on the notice.

1. Make an urgent application to QCAT for an order to terminate the tenancy and for a *Warrant of possession* on the grounds of the tenant's failure to leave by the date listed on the [Notice to leave](#) (Form 12) or [Notice of intention to leave](#) (Form 13).
2. QCAT will set a date for the hearing.
3. If the adjudicator at QCAT is satisfied the grounds of the application have been met, they will issue a termination order and a *Warrant of possession* and notify the tenant about the order.
4. QCAT sends the warrant to the police.
5. An authorised officer, such as a police officer, will execute the warrant within 14 days and be present to allow you to take possession of the property. You should liaise with the police station closest to the rental property.

Amendments to the Act on 1 October 2022 allow an owner of a residential premises to apply to the tribunal for the issue of a *Warrant of possession* in circumstances where there is no residential tenancy agreement in effect for the premises and a person is occupying the premises without the owner's consent.

A property owner who suspects their premises is being occupied by squatters should consider seeking independent legal advice.

Information regarding the QCAT process, application forms and how to lodge including fees, can be found on the [QCAT website](#).

## After a tenancy

### Keeping records

#### Sections 63 and 65–66

You must keep the tenancy agreement, the [Entry condition report – general tenancies](#) (Form 1a), the [Exit condition report – general tenancies](#) (Form 14a) and rent payment records (or copies of receipts if rent was paid by cash or cheque) for 1 year after the tenancy 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 tenants' rental histories.

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

If you find information about the prospective tenant during a rental history check, you must inform a tenant within 7 days in writing that they have been listed on a database, which tenancy databases you use 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. Tenants cannot be listed on a database until after a tenancy has ended.

A tenant who has experienced domestic and family violence should not be listed if the breach is 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](http://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 or 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](http://qcat.qld.gov.au)

### Office of Fair Trading

**t** 13 74 68

**w** [fairtrading.qld.gov.au](http://fairtrading.qld.gov.au)

### Real Estate Institute of Queensland (REIQ)

**w** [reiq.com](http://reiq.com)

### Property Owners' Association of Queensland (POAQ)

**w** [poaa.asn.au](http://poaa.asn.au)

### Australian Resident Accommodation Managers Association (ARAMA)

**w** [arama.com.au](http://arama.com.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](http://dvconnect.org)



### 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](http://rta.qld.gov.au)



1300 366 311



RTA Web Services

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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 the *Residential Tenancies and Rooming Accommodation Act 2008*.

