

# Fact sheet



Information on renting a house, unit, caravan or moveable dwelling

## Frequently asked questions

### How do the new laws affect my agreement?

From 1 July 2009, all *General Tenancy Agreements* (Form 18a), *Moveable Dwelling Tenancy Agreements* (Form 18b), *Rooming Accommodation Agreements* (Form R18) and *State Tenancy Agreements* (Form 18c) are covered by the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act).

The new Act automatically applies to any fixed term or periodic agreement which was entered into before 1 July 2009 and which continues after that date. A new agreement form (Form 18a/b/c or R18) should be used for any agreement starting on or after 1 July 2009, or being renewed after that date.

Although there is no requirement to give copies of the new agreement to existing tenants, it may be good practice to give them a copy of the new standard terms which apply from 1 July.

For more information see the *Renting Law Changes* and *Transitional Arrangements* Fact Sheets.

### Who is responsible for routine repairs and maintenance?

The Act specifies that the lessor/agent is responsible for:

- maintaining the premises in such a way that the premises remain fit for the tenant to live in; and
- maintaining the premises and inclusions in good repair, that is, in a good working condition, having regard to their condition at the start of the tenancy.

The tenant should inform the lessor/agent of any maintenance that is needed, preferably in writing. A *Notice to Remedy Breach* (Form 11) may be used for this purpose. The lessor/agent is then responsible for arranging for the repairs to be carried out within a reasonable time.

For more information see the *Rental premises – use, condition and repairs* Fact Sheet.

### When and how often can the lessor/agent enter a rental premises?

The Act allows the lessor/agent to enter a rental premises for several reasons. To notify the tenant of the upcoming entry, the lessor/agent must use an *Entry Notice* (Form 9). The amount of notice needed depends on the reason for entering the premises. Most grounds for entry require 24 hours notice to the tenant (such as repairs or maintenance), however there are a few exceptions. For example, 7 days notice must be given if the purpose of the entry is to inspect the premises, and there must be at least 3 months between inspections.

Entry must be at a reasonable time and can not be on a Sunday, public holiday, or between 6pm and 8am, unless the tenant agrees. If the lessor/agent is entering by themselves they must also nominate a 2 hour window in which they will enter (this does not apply to tradespeople).

The Act now allows lessors/agents to enter a property to check that a 'significant breach' has been fixed by the tenant, or to check repairs completed by a tradesperson.

The tenant can not refuse entry if the entry is for a lawful purpose, the correct notice has been given, and the entry is at a reasonable time. The lessor/agent must also ensure they maintain the tenant's right to privacy and quiet enjoyment.

For more information see the *Entry and Privacy* Fact Sheet.

### How is the bond refunded?

If the tenant and lessor/agent agree on how the bond is to be refunded, they both sign the refund form and either post it to the RTA or fax it, free of charge, at an Australia Post outlet.

If the parties do not agree on how the bond should be refunded, either party can post a *Refund of Rental Bond* (Form 4) to the RTA, which will process the first form received.



A *Notice of Claim* will then be sent to the other party at the last address known to the RTA. The other party has 14 days from the date of the notice to advise the RTA which of the following options they will pursue:

- applying to the RTA for dispute resolution by submitting a *Dispute Resolution Request* (Form 16), or
- negotiating with the other party directly and resubmitting a new *Refund of Rental Bond* (Form 4) agreed to and signed by both parties.

If no action is taken by the other party within the 14 days, the RTA will refund the bond as requested on the first form received.

If the dispute can not be resolved, the person responding to the claim on the bond can apply to the Tribunal for a hearing.

For more information see the *Rental Bond* Fact Sheet.

### Can a fixed term agreement be broken early?

A tenancy agreement is a binding legal contract. The party wishing to break the lease (tenant or lessor/agent) must get the other party's permission to be released from the agreement early. It is advisable to get the approval in writing if there's agreement to end the contract early.

The lessor/agent may claim compensation for the reasonable costs incurred because the tenant leaves early. This may include loss of rent if they can not find a replacement tenant, but the lessor/agent has an obligation to reduce or minimise losses that result from the tenant breaking the agreement.

In some circumstances, a tenancy agreement can be ended if the lessor or tenant is experiencing excessive hardship, such as financial or personal difficulties. They will need to make an urgent application to the Tribunal for an order terminating the agreement on the grounds of excessive hardship. A compensation order may also be given by the Tribunal.

For more information see the *Ending a tenancy agreement* Fact Sheet.

### Accessing RTA forms

The RTA's approved forms can be obtained by:

- visiting the RTA website at [www.rta.qld.gov.au](http://www.rta.qld.gov.au)
- calling the RTA on 1300 366 311
- faxing a *Request for Forms* to 3216 2258
- visiting the RTA offices at 33 Herschel St, Brisbane
- calling the RTA's Forms Distribution Service on 1300 136 939
- posting a *Request for Forms* to the Forms Distributor: Post Logistics, 52-54 Qantas Dr, Eagle Farm 4009.

A selection of the most commonly used forms are also available at Australia Post outlets around Queensland.



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).

### 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.*

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