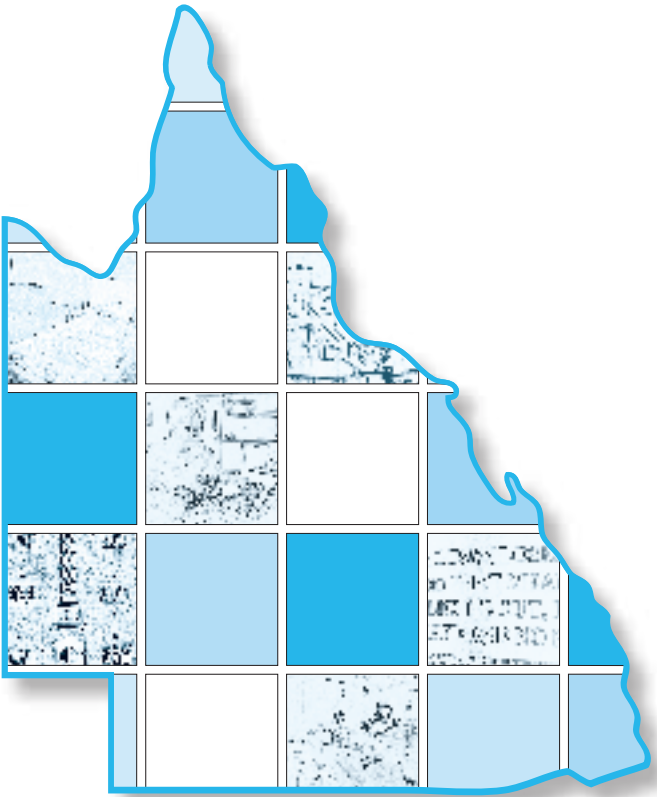


# Renting rooming accommodation in Queensland



Rental bond number:

# CONTENTS

There are laws for renting rooming accommodation in Queensland. They affect both the provider of the accommodation (also called a manager) and you, the resident.

If you live in rooming accommodation such as:

- a boarding house
- a hostel, or
- off-campus student accommodation

you are covered by the *Residential Tenancies and Rooming Accommodation Act 2008*.

These laws say that if you live in these types of accommodation you **must have** a written *Rooming Accommodation Agreement* (Form R18) in place.

## Disclaimer

This booklet is a simplified guide to renting in boarding houses, hostels (supported accommodation) and student accommodation (off-campus) in Queensland. It aims to provide a general understanding of residents' rights and responsibilities. The *Residential Tenancies and Rooming Accommodation Act 2008* is the primary source on the law and takes precedence should there be any inconsistency between the Act and this booklet.

## ABOUT THIS BOOKLET

Do you need help to read this booklet?	2
New words and what they mean	4
Why you should read this booklet	5

## AT THE BEGINNING OF YOUR AGREEMENT

About the documents you need	7
About <i>Rooming Accommodation Agreements</i>	8
About rent	14
About bonds	16
About house rules	20

## DURING YOUR AGREEMENT

Entry to your room	27
If things go wrong	30
About a <i>Notice To Remedy Breach</i>	32
What happens when you disagree about the breach	34

## AT THE END OF YOUR AGREEMENT

What should happen before you leave	37
What happens to your bond	42
What happens to any property you leave behind	44

Applying to the Tribunal	46
--------------------------	----

Other RTA publications	47
------------------------	----

# Do you need help to read this booklet?



## Disability support information

If you, or someone you are supporting, have special communication needs (you need help to read this booklet), or you need help in speaking with the Residential Tenancies Authority, contact the Disability Information and Awareness Line (DIAL) to find out what help you can get.

The people at DIAL can give you contact phone numbers of any support services in your area. These services may then be able to help you read and understand the information in this booklet or may assist you in contacting the Residential Tenancies Authority.

## Disability Information and Awareness Line (DIAL)



**Ph:** (07) 3224 8444  
**Ph:** 1800 177 120 (outside Brisbane)



**TTY:** (07) 3896 3471  
1800 010 222 (outside Brisbane)



**Fax:** (07) 3896 3467



**Email:** [disabilityinfo@disability.qld.gov.au](mailto:disabilityinfo@disability.qld.gov.au)



## Interpreting information

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

### Arabic معلومات الترجمة الشفوية

إذا كنت بحاجة لمساعدة في الترجمة الشفوية لمساعدتك على فهم المعلومات الواردة في هذا الكتيب، الرجاء الاتصال بخدمة الترجمة الشفوية والخطية (TIS) على الرقم ١٣ ١٤ ٥٠ (بسرير المكالمات المحلية) واطلب الحديث إلى سلطة الاستئجار السكني *Residential Tenancies Authority*

**傳譯資料 Chinese (Cantonese)**  
假如你需要傳譯員協助你了解本小冊子的資料，請致電13 14 50 (按本地電話收費)，與翻譯及傳譯服務處聯絡，要求與住宅租務局的人員對話。

**传译服务信息 Chinese (Mandarin)**  
如果您需要传译员帮助您理解这本小册子的内容，请拨电话13 14 50 (付本地电话费)与翻译及传译服务处联系，并要求与住宅租户管理局通话。

### Informacije o tumačima Croatian

Ako Vam treba pomoć tumača oko razumijevanja informacija sadržanih u ovoj brošuri, molimo nazovite *Translating and Interpreting Service* (Službu prevoditelja i tumača) na 13 14 50 (po cijeni lokanog poziva) i zatražite razgovor sa *Residential Tenancies Authority*.

### Διερμηνευτικές Πληροφορίες Greek

Αν χρειάζεστε διερμηνευτική βοήθεια για να σας βοηθήσει να καταλάβετε τις πληροφορίες σε αυτό το βιβλιόριο, παρακαλείστε να επικοινωνήσετε με τη Μεταφραστική και Διερμηνευτική Υπηρεσία (*Translating and Interpreting Service*) στο 13 14 50 (με το κόστος μιας τοπικής κλήσης) και να ζητήσετε να μιλήσετε στην Αρχή Μισθώσεων Κατοικιών (*Residential Tenancies Authority*).

### 通訳情報 Japanese

このパンフレット中のインフォメーションの英語が分からないときは、翻訳通訳サービス13 14 50 (市内通話料金のみ)に電話して、住宅賃貸契約局 *Residential Tenancies Authority*と話をしてくれるように頼んでください。

### Информације о превђењу Serbian

Ako Vam je za razumevanje ove brošure potrebna pomoć prevodioца, molimo Vas da nazovete Službu za usmeno i pisмено превођење (TIS) на 13 14 50 (по цени локалног позива) и тражите разговор с Управом за питања стамбеног закупа.

### Información sobre interpretación Spanish

Si necesita ayuda de un intérprete para entender la información que ofrece este folleto, llame al Servicio de Traducción e Interpretación al 13 14 50 (precio de una llamada local) y pida que le comuniquen con la *Residential Tenancies Authority* (Comisión Reguladora de Alquileres).

### Chi tiết về việc thông dịch Vietnamese

Nếu quý vị cần sự thông dịch để hiểu rõ những điều trong cẩm nang này, xin quý vị vui lòng liên lạc với Dịch Vụ Thông Ngôn và Thông Dịch (*Translating and Interpreting Service*) qua số 13 14 50 (chỉ với phí tổn của một cú điện thoại địa phương) và xin được nói chuyện với *Residential Tenancies Authority*.

## New words and what they mean

This booklet uses plain English, however the laws use words some people may not be familiar with. Read through the list below to be sure you understand some of the words you may read or hear used.

### **Rooming Accommodation:**

Rooming accommodation is where you rent a room as your home. An example of rooming accommodation is a room in a boarding house, supported accommodation hostel, or off-campus student accommodation. In this book we use *your place* instead of 'rooming accommodation'.



### **Resident:**

A resident is someone who lives in rooming accommodation. This booklet is written for *you*, the resident.



### **Provider (Manager):**

The laws use the word 'provider' to describe a manager or owner of rooming accommodation. It is also the word used on all the official forms. This book uses the word *manager* instead of provider because it is the title most people use.



### **Residential Tenancies and Rooming Accommodation Act 2008:**

This is the legislation that contains the laws about renting a home in Queensland. This booklet tells you about your legal rights and responsibilities as a resident, as outlined in this Act.



### **Breach:**

According to the laws, a *breach* is a *break* of an agreement. It usually means there is some problem. In this booklet we try to use the word *break* but on all the official forms the word *breach* is used.



## Why you should read this booklet



### **LAWS AFFECT YOU!**

You need to know:

- your rights and responsibilities under these laws
- about your rooming accommodation agreement
- what you need to do while you are living in your accommodation, and
- what you can do if things go wrong.

This booklet gives you some general information. If you can't find the answers in this booklet, there are services that can help you. Talking to a friend, family member or support worker may also help.

### **FOR MORE INFORMATION CONTACT:**



- Residential Tenancies Authority (RTA)  
1300 366 311
- Your local Tenant Advice and Advocacy Service (TAASQ) under "T" in the White Pages
- The Tenants' Union of Queensland (07) 3257 1108 (Brisbane) OR 1800 177 761 (outside Brisbane only – free call)



**Remember: You can go to the RTA website [www.rta.qld.gov.au](http://www.rta.qld.gov.au) where there are Fact Sheets and Forms.**

## AT THE BEGINNING OF YOUR AGREEMENT



## Do you have copies of the following documents?

According to the laws, you should have these documents before or on the first day of your stay at a new place:



a copy of your signed *Rooming Accommodation Agreement* (Form R18)



a copy of the house rules



a copy of the *Condition Report* (Form R1) if you have paid a rental bond.



### About the documents you need

#### About *Rooming Accommodation Agreements*

#### About rent

#### About bonds

#### About house rules

You **must** get receipts for rent and rental bond at the same time as **when you pay the money** to the manager.



**Remember: Keep these documents in a safe place.**

## About the *Rooming Accommodation Agreement (Form R18)*



**Remember:** *Your signed Rooming Accommodation Agreement (Form R18) is a contract, a legal document between you and the provider (manager).*

You and the manager should discuss the details on the first 2 pages of this form and write down what you have agreed.

You should then go through the Terms of the agreement on pages 3 and 4.

When you sign an agreement, **you agree with all of the conditions and rules** that are written in the agreement.

If you or the manager do something that is different from what is in the agreement, one of you is then breaking (*breaching*) the agreement. This must be fixed up (*remedied*).



## Before you sign an agreement

You should know the answers to all these questions:



**tick each of the boxes if you know the answer**

- Which room will you be living in and what is included?



What other parts of the house can you use? For example, you may have free use of the washing machine in the laundry.

- How long will you be living there?

You and the manager should decide together whether you will stay for a **fixed term** (for example for 3 months or 6 months) or for a **periodic term** (until one of you decides you need to leave). Think carefully about which term is best for you.



If you don't think you'll be staying long, a periodic term agreement may suit you more. If you plan to stay in a place for a while, a fixed term agreement may be best.



**Remember: A fixed term agreement may give you greater protection when it comes to your rent being raised.**

- How much rent will you have to pay each week?



You should never be asked to pay more than two weeks rent in advance.

You should always be given a receipt when you pay your rent.

You should always be given written notice of any changes in your rent.

See page 14 of this booklet for more information.

- What is included in the rent? (e.g. are meals included?)



You should know how much you are paying for your room and how much you are paying toward other services like food.

You should **not** be asked to pay extra or separately for electricity or water unless your room has its own meter.

- Do you need to pay a rental bond and, if you do, how much is the bond?

Managers don't always ask for a bond but if they do it is extra money you pay on top of your rent.



If you do have to pay a bond, make sure you read more about bonds on page 16.



**Remember: Anything such as a key deposit or linen deposit is also a bond.**

- What are the house rules?

The house rules are part of the agreement.

You should be given a copy of these house rules with your *Rooming Accommodation Agreement* (Form R18) and read them before you sign the agreement.



You can read more about house rules on page 20.

- What special terms are written in your agreement?

The manager may put special terms/ rules in Item 9 in your agreement.

An **example** of a special term the manager may write is:

*“The cleaner will need to enter the resident’s room every Wednesday between 10.00am and 2.00pm to clean.”*



The special terms may be different at different places you are living. Read these special terms carefully.



**Remember: When you sign the agreement, you agree to these special terms plus the house rules.**

- What are your rights and your responsibilities while you are a resident?

Make sure you read page 3 of the *Rooming Accommodation Agreement*.

Items 1 and 2 in the terms of the agreement are about the rights and responsibilities of residents and managers.

They cover things like:

- ✓ a resident’s right to privacy and the peaceful enjoyment of their room

- ✓ a resident’s responsibility for their guests’ behaviour
- ✓ a manager’s right to receive rent on time
- ✓ a manager’s responsibility to provide a secure place which is fit for residents to live in



**Remember: Most of these topics are covered in this book. That is why it is very important that you read this book carefully.**



### CAUTION

**Only sign the Rooming Accommodation Agreement (Form R18) if:**

- ✓ You **understand** the information on all pages of the agreement
- ✓ You **agree** with everything in those pages
- ✓ You **have been given** a copy of the house rules and read them



**Remember: If you would like help with your agreement, contact one of the organisations or people on page 5 of this booklet.**



## About Rent

### Paying your rent according to the law



#### What the manager should do

- ❑ ask you for no more than 2 weeks rent in advance.
- ❑ give you a **receipt** every time you pay your rent in cash or keep a written record of rent taken from your bank account.
- ❑ only raise your rent if they give you 4 weeks written notice (if you are on a **periodic agreement**).
- ❑ not raise your rent at all during a **fixed term agreement** if they haven't told you in writing about the rise in the agreement you signed at the beginning.
- ❑ tell you in your agreement how much of your rent goes to each service you may be receiving e.g. accommodation \$100 + meals \$80 = \$180 per week.



#### What you (the resident) should do

- ❑ pay your rent on time.
- ❑ keep your receipts in a safe place.
- ❑ pay rent in the way that was agreed by you and the manager. For example, you may have agreed in writing to pay two weeks rent in cash every second Wednesday.
- ❑ agree in writing with the manager if you want to change the way you pay rent (for example start paying by direct debit instead of cash).
- ❑ only pay for services you are receiving.

If either you or the manager do not do any of the above things, you or the manager may be breaking the agreement. Read more about what happens when you break the agreement on page 30.

## About Bonds

Some managers ask for a bond so they can cover their costs if:

- you leave without paying your rent, or
- you damage any property.

**A rental bond is** any money on top of your rent that you pay at the beginning of your stay as protection in case you break the agreement and owe money.

**A rental bond is sometimes called:**

- a security deposit
- a key deposit
- a linen deposit, or
- any other extra fee that isn't your rent.



**But it is still a rental bond.**

The laws are very clear about what happens with rental bonds.

A rental bond is money that needs to be sent to the Residential Tenancies Authority (RTA) by the manager.

It is money that you may get back at the end of your stay.

On page 42 of this booklet, you can also read about how to get your bond back when you leave.



**Remember: *The Residential Tenancies Authority (RTA) holds on to your rental bond for you until you leave your current place. If you have any questions about your rental bond, you should contact the RTA.***

### The amount of rental bond that can be charged

Under the law, if you pay up to \$500 a week in rent, the most rental bond you can be charged is 4 times that.



Example:	Rent = \$300 Bond = 4 x \$300 = \$1,200
----------	--

If you pay more than \$500 a week in rental bond, there is no limit to the amount of rental bond you may have to pay.

### If you can't afford to pay the full rental bond

You can ask the manager if you can pay a little bit of the bond every time you pay rent until it is paid

OR

you can go to your local Department of Communities office and apply for a Bond Loan.

On the next two pages, read about what happens when you are asked for a rental bond.

## What should happen when you pay a bond

Not all managers ask for a bond. If you do have to pay a bond, according to the laws the following things **must** happen:



### The manager must

- ❑ fill out a *Bond Lodgement* (Form R2) and ask you to sign it.
- ❑ send the signed *Bond Lodgement* (Form R2) and your bond money to the Residential Tenancies Authority (RTA), within 10 days of receiving it. If you are paying off the bond a bit at a time, the rules are different. Check with the RTA if you would like to know more.
- ❑ give you a receipt for the bond money you have paid.
- ❑ complete and sign a *Condition Report* (Form R1) and give it to you to make your comments and sign. This report describes the condition of the room and furniture when you first move in. Once completed, the manager has to give you a copy to keep.



### You (the resident) must

- ❑ sign the *Bond Lodgement* (Form R2)
- ❑ keep the bond *receipt* in a safe place. If you are paying your bond off a bit at a time you should get a receipt each time. Keep all your receipts in a safe place.
- ❑ fill out your section of the *Condition Report* (Form R1).  
After you get the report you have 3 days to fill in your section.  
You can say whether you agree or disagree with the manager about certain items on the report.  
You must then sign it and give it back to the manager. They must give you a copy of the completed report within 14 days.
- ❑ keep a copy of your *Condition Report* (Form R1). You may need it at the end of your stay when you want to apply for your bond to be returned.

## About house rules

You should be able to see the house rules on a wall or notice board and have your own copy of them.

You should be given a copy of the house rules and read them before you sign the agreement.



It is your responsibility to follow the house rules.

### House rules that apply to residents in all rooming accommodation

You may find that the house rules at different places may be worded differently but they should all have something about these next 7 rules somewhere in the list.

#### 1. Residents' and their guests' behaviour

Everyone living at your place has the right to enjoy their stay and the peace and privacy of their room.



Your behaviour should not interfere with other residents and you have to make sure your guests behave too.

Behaviour that might interfere with everyone living peacefully together could include: being noisy, using abusive language, being drunk, taking drugs or fighting.

#### 2. Maintenance of rooms

You have a responsibility to keep your room clean and tidy and make sure you don't create a health or a fire hazard in your room.

You must also not damage any part of your room.



#### 3. Common areas

Common areas are places such as the bathroom, kitchen, lounge or television room or backyard.

Your place may also have other areas such as a laundry or dining room.

You and your guests should leave all these areas clean and tidy so that other residents can also enjoy them.



The manager must make sure that all common areas are safe, clean and in good repair.

#### 4. Guests

The manager is allowed to make rules about guests. If you are allowed to have guests, you must make sure they know the house rules at your place.



If a guest of yours breaks the house rules, it is the same as if you broke them and you will be responsible.

#### 5. Access to residents' rooms

You have the right to enjoy the privacy of your own room.



The manager also has a right to enter your room with your permission or if they give you proper notice.

Read more about when and how the manager can enter your room and how much warning they need to give you on page 27 of this booklet.

#### 6. Door locks and keys

You have a right to a reasonably secure room.



If there are problems with the lock on your door or your keys, you should speak to the manager.

You should not try to change the lock to your door or damage it in any way.

You also must not make copies of your keys without asking the manager.

#### 7. Animals

You should ask the manager before you decide to keep an animal on the premises.



This should have been something you first discussed when you signed the agreement.

The manager must give their permission before an animal can live at your place.

## House rules the manager can make specially for your place

In addition to these rules, each place may also have a few extra rules. According to the laws, managers can also make rules about:

- how you share the facilities of the place where you are staying

*For example, there may be a rule about not leaving newspapers, magazines and junk mail on the lounge room floor*

- parking of cars or bikes

*For example, there may be a rule about guests not parking in the manager's parking space*

- drinking alcohol or using drugs

*For example, there may be a rule about not drinking in the common areas*

- making noise

*For example, there may be a rule about not making loud noise after 10 o'clock at night*

- smoking

*For example, there may be a 'no smoking' rule made or a rule that smoking is only allowed in the backyard.*

Remember, smoking can create a fire hazard in your place.



**Remember: When you do sign the agreement, it means you are agreeing to the house rules.**

If you break any of the house rules, it means that you are breaking (breaching) the agreement.

If the manager wants to change the house rules **after** you have agreed to them, they must make sure that they follow the law.

There are certain things the manager must do before they change the rules.

If you disagree with any changes to your house rules and need advice about what to do next,

contact your local TAASQ office, the Tenants' Union of Queensland or the Residential Tenancies Authority (RTA). See page 5 for contact details.



## DURING YOUR AGREEMENT

### Entry to your room

You have the right to enjoy the privacy of your room but there are certain times when the manager may need to enter your room.

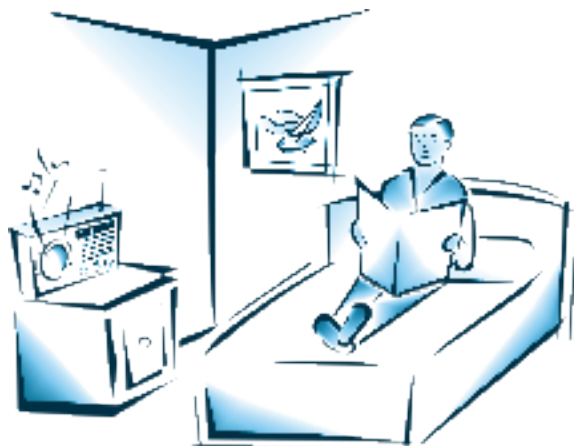
The manager can enter your room at any time **if** you agree.

You may agree at the time they ask you  
or

you may have agreed when you signed the agreement. Item 9 on the agreement allows the manager to ask for regular access to your room for particular purposes such as cleaning.

At **all other times** the manager must first give you an *Entry Notice* (Form R9) if they want to enter only your room or they must put a notice up in a common area if they want to enter a few rooms on the same day.

The length of notice or warning they give you depends on the reason they need to go into your room. See page 29 for the amount of notice you should be given.



### Entry to your room

#### If things go wrong

#### About a *Notice To Remedy Breach*

#### What happens when you disagree about the breach



**Remember: If the manager gives you the right amount of notice and wants to enter your room at a reasonable time, you should allow them access to your room.**

The only time the manager can enter your room without an *Entry Notice* or without your agreement is:



- in an emergency
- if they believe you have abandoned (left permanently) your room, or
- if they need to do emergency repairs.

At all other times you must be given notice by the manager.



**Remember: The laws clearly describe what it means for a room to be 'abandoned'. The manager must be sure, according to these laws, that your room has been abandoned.**

Some reasons for entry	NOTICE/WARNING TIME Required using an <i>Entry Notice</i> (Form R9)
<p><b>General inspection</b> A manager cannot do more than 1 inspection a month</p>	48 hours before they enter
<p><b>To clean the room</b></p>	24 hours before they enter unless you have both already agreed on a regular time in Item 9 of your agreement
<p><b>To carry out pest control</b></p>	24 hours before they enter
<p><b>To make routine repairs</b></p>	24 hours before they enter
<p><b>To show the room to someone who wants to buy the place or who wants to live there when you leave</b></p>	24 hours before they enter
<p><b>To allow someone to come and value the place</b></p>	24 hours before they enter

## If things go wrong

During your stay things can sometimes go wrong. You need to know what to do!

There are many situations when either you or the manager may not do the things you agreed to when you both signed the agreement.



Some of the ways **you** might break the agreement may be by not paying your rent on time or by breaking one of the house rules.



Some of the ways **the manager** may break the agreement might be by entering your room without your knowledge or by taking some of your property in return for rent you may owe them.



If you believe **the manager** has broken the agreement, try speaking to him or her about the problem. If the problem doesn't get fixed, you should give him or her a *Notice to Remedy Breach* (Form R11).



If **you** have broken the agreement, the manager may try and talk to you about the problem. If you have not fixed the problem up, they should give you a *Notice to Remedy Breach* (Form R11).



The Residential Tenancies Authority (RTA) can send you this form if you contact them. Read more about a *Notice to Remedy Breach* (Form R11) on the next page.



## About a Notice to Remedy Breach (Form R11)



### Why the Notice to Remedy Breach (Form R11) is important

You need to know about this form because one day you may have to fill one out or you may receive one.


A Notice to Remedy Breach (Form R11) is a written document, letting the other person know that they have broken the agreement or the laws, and asking them to fix the problem up.



If **you** receive a Notice to Remedy Breach (Form R11), it will include:

- ❑ the name of the person giving the notice: *the owner, manager or agent* 
- ❑ the name of the person receiving the notice: *your name* 
- ❑ what you have done to break the agreement: *maybe you have broken a house rule or you are behind in your rent. If you are behind in your rent, the form should say how much you owe.*



- ❑ what you need to do to fix the problem: *for example, the manager may ask you to pay the rent you owe, or that you must stop playing loud music after 10pm at night.* 

- ❑ how long you have to fix the problem: *for example, if you have broken a house rule, you should be given at least 5 days to fix the problem.*

*If you are behind in your rent, you may be given 2 or 4 days to catch up.*



- ❑ the signature of the person giving the notice: the owner, manager or agent.

*The amount of time you are given to fix up the problem depends on how long you have lived there. You should contact the RTA, your local TAASQ office or the Tenants' Union of Qld to check if you have been given the right amount of time.*



**Remember:** *You can give the manager a Notice to Remedy Breach (Form R11) if they have broken the agreement. You usually have to give them 5 days to fix the problem.*






If you have broken the agreement the same way more than twice in 1 year and the manager has given you a Notice to Remedy Breach (Form R11) each time, the manager may ask you to leave. If this happens, you can contact your local TAASQ or Tenants' Union of Queensland office for help.

## What happens when you disagree about a breach





### If you don't think you've broken the agreement

If you have received a *Notice to Remedy Breach* (Form R11) and you are not sure about what you need to do to fix the problem or you disagree with what the manager says you've done, you should follow these steps:

1. Talk to the manager and see if you can solve the problem together. 
2. Contact the RTA if you can't work the problem out between you. They will send out a *Dispute Resolution Request* (Form R16). Once you fill this form out and send it back to the RTA, an RTA staff member from the Dispute Resolution Service will speak to both you and the manager and try to help you solve your problem. 
3. Contact your local TAASQ office or the Tenants' Union of Queensland if you would like someone to explain your rights to you and help you to protect your rights. They can also help you work out what to do next. 

### If the manager doesn't do anything about fixing the problem

If you have given the manager a *Notice to Remedy a Breach* (Form R11) and they have not fixed the problem by the due date, you can do a number of things:

1. Speak to the manager and see why they haven't fixed the problem. 
2. Contact the Residential Tenancies Authority (RTA) if you and the manager still do not agree about the problem. They may be able to help you solve the disagreement. 
3. Contact your local TAASQ office or the Tenants' Union of Queensland if you would like someone to explain your rights to you and help you to protect them. They will also help you work out what you can do next.



**Remember: If you receive a *Notice to Remedy Breach* (Form R11) for rent arrears, it will include details of when your rent has been paid up to, the number of days your rent is overdue, and the amount you have to pay.**

## AT THE END OF YOUR AGREEMENT



### What should happen before you leave

#### What happens to your bond when you leave

#### What happens to any property you leave behind

#### Applying to the Tribunal

## What should happen before you leave

### If you want to leave

*If you are on a periodic agreement (no ending date)*

You need to give the manager a *Resident Leaving Form* (Form R13), 7 days before you plan to leave. That means you must still pay rent from the time you hand the manager the form until you leave. You don't need any reason to leave.



*If you are on a fixed term agreement*

If you signed up for a fixed term agreement, that means both you and the manager agreed that you would stay until a certain date.

You must always give the manager a filled out *Resident Leaving Form* (Form R13) to let them know you are leaving, even if you are on a fixed term agreement.



**Remember: *If you leave before the date your agreement ends and you don't have a reason which fits under the law, the manager may be able to ask you to pay compensation.***

The only reasons you can leave before the end of your fixed term agreement without costs or penalty are:

- if you have given the manager a *Notice to Remedy Breach* (Form R11) and they haven't fixed the problem by the date you wrote on the form or they have repeated the same problem again within those 5 days
- if your room or the common areas have become unfit to live in through no fault of yours, or
- if you can show that you are experiencing extreme hardship.



If you would like to leave and are not sure if the law allows you to, or you don't know how much warning to give the manager, contact the RTA, your local TAASQ office or the Tenants' Union of Queensland.



### If the manager wants you to leave

There may be a number of reasons why the manager would like you to leave before the date your fixed term agreement ends.

If you are asked to leave you must always be given a *Notice to Leave* (Form R12).



The *Notice to Leave* (Form R12) should have written on it:

- the **reason** you are asked to leave
- the **date you have to leave by** and
- the **signature of the manager**.

The amount of time you are given to leave depends on how long you have lived at the place and what the reasons are for you being asked to leave.



The manager can ask you to leave without giving a reason but if you are on a periodic agreement, they must give you a *Notice to Leave* (Form R12), 30 days before the date they want you to leave.

If you are on a fixed term agreement, the manager can ask you to leave without reason only if they give you a *Notice to Leave*, no earlier than 14 days before your fixed term agreement ends. They cannot ask you to leave before the last day of your agreement.

## If the manager asks you to leave immediately

Usually the manager must give you a certain amount of time to leave.



### CAUTION

The **only times**, the manager can ask you to leave immediately are when:

- you or your guest have intentionally destroyed or seriously damaged your room or the common areas
- you have used your room or common area for an illegal activity
- you or your guest have endangered or harmed other people at the place you live
- you or your guest have seriously interfered with the peace, comfort and privacy of other people at the place you live, or
- your room or the common areas are destroyed or made completely or partly unfit to live in, or the manager has to close the place down by law.



If there is **any other reason** the manager has for asking you to leave, he or she **must** give you a *Notice to Leave* (Form R12) and make sure you have a certain amount of time to leave.



If you have been asked to leave and aren't sure if the manager has given you enough time to leave, you should contact the RTA, your local TAASQ office or the Tenants' Union of Queensland.



### CAUTION

If the manager has given you a *Notice to Leave* (Form R12), with the proper amount of time to leave and you have not left by the due date or you refuse to leave, there are steps they can take. They can use *reasonable force* to get you to leave and to remove your belongings, but **only if a police officer is present**.

Reasonable force is a level of force that does not cause harm to a person's body or does not damage any person's property.

The police are usually called to make sure there is no trouble between you and the manager while you are leaving.

## What happens to your bond when you leave

If you paid a bond when you first arrived or have been paying part payments, you may be able to get that money back when you leave.

You and the manager should sit down together and go through the *Refund of Rental Bond* (Form R4).

The first thing you will both have to do is inspect your room.



Make sure you have your copy of the *Condition Report* (Form R1) with you, that you filled in when you moved in.

### When you and the manager agree about the bond refund



If you both agree about how much of the bond you should each receive, you should fill out the *Refund of Rental Bond* (Form R4) together, sign it and send it to the Residential Tenancies Authority (RTA). The RTA will then give both of you the different amounts of money or, in some cases, give you back all of your bond money. You can also take your form to an Australia Post outlet in Queensland.



### When you disagree about the bond refund



If you cannot agree on the amount of bond you should receive, either you or the manager can fill out the *Refund of Rental Bond* (Form R4) and send it to the Residential Tenancies Authority.



**Remember: Contact the RTA on 1300 366 311 if you have any questions about getting the correct amount of your bond back when you leave.**



## What happens to any property you leave behind



Any property you leave behind after you have left a place is considered to be lost property.

The law clearly explains what the manager should and should not do with your property or personal documents after you have left.

If the manager doesn't deal with your property in the ways set out by the laws, they may have to pay a large fine.



### If you leave behind personal documents or money

If you leave behind personal documents (such as your Passport, Birth Certificate, Centrelink card etc) or money, the manager must:

- make an effort to contact you, and
- store your property for at least 28 days unless you reclaim it before that time, and
- give your property to the Public Trustee if you have not claimed the property in the 28 days.



**Remember: If the lost property you left behind is money, the manager can deduct any money you may owe them before they give what is left of the money to the Public Trustee.**

### If you leave behind property that is not personal documents or money



If 28 days have passed and the property you left is worth less than \$600, it can be donated to charity. If the value of the goods is less than \$150, the provider may dispose of them.

This is the only time the law allows the manager to sell or give away your property **but**

they can only keep enough money from the sale of your property to pay for storage or advertising and for any rent you may owe them. The rest of the money must be sent to the Public Trustee.



If you come back to get your property after 28 days have passed and the manager still has it, they **must** give it to you even if they have advertised to sell it.

The manager cannot keep any of your property to pay for any rent you owe them.

If you have problems in getting back any of your property and you are not sure if the manager has followed the law, contact your local TAASQ office or the Tenants' Union of Queensland.



**Remember: You will have to pay the manager for any money they have spent looking after your lost property.**

## Applying to the Tribunal

For some matters, residents and managers now have the option of applying straight to the Tribunal without using the RTA's Dispute Resolution Service first. This is called an 'urgent application'.

Some applications that are considered 'urgent' are:

- you have not left by the date written on a *Notice to Leave* (Form R12) or a *Resident Leaving Form* (Form R13)
- you are experiencing excessive hardship (like money problems or a job transfer) and wants to end the agreement, and
- the manager or another person living at your place needs an order to stop you from causing damage or injury to other people or the place you live.

Disputes about rental bond, rent arrears or a general disagreement are not considered urgent and the applicant must lodge a *Dispute Resolution Request* (Form R16) with the RTA to try to resolve the matter before they can apply to the Tribunal for a decision. If you think you need to go to the Tribunal, check with the RTA to see if you can.



## Other RTA publications

The Residential Tenancies Authority (RTA) has produced a number of Fact Sheets about renting rooming accommodation under the *Residential Tenancies and Rooming Accommodation Act 2008*.



The Fact Sheets provide further detailed information on the following topics:

- Dispute Resolution Services
- Ending a Rooming Accommodation Agreement
- Entry and Privacy
- Forms
- Goods and Documents Left Behind
- House Rules
- New laws for renters – rooming accommodation
- Power to Remove a Resident
- Rent
- Rental Bond
- Residents with Impaired Capacity
- Rooming Accommodation Agreements
- Rights and Responsibilities of Residents and Providers

You can download these Fact Sheets from the Internet on [www.rta.qld.gov.au](http://www.rta.qld.gov.au) or

You can contact the RTA by phone and ask for the Fact Sheets to be sent out to you.

Contact the RTA on 1300 366 311 (this number is the cost of a local call).

Or visit us at:

Level 23, 179 Turbot St, Brisbane

The office is near Central train station.



**Telephone:** 1300 366 311

**Internet:** [www.rta.qld.gov.au](http://www.rta.qld.gov.au)

**Visit:** Level 23, 179 Turbot Street  
Brisbane, Queensland 4000

**Mail to:** GPO Box 390  
Brisbane, Queensland 4001