



Managing rooming accommodation 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 and support, bond management, dispute resolution, compliance and enforcement, and education services.

This guide is an educational resource for people who manage rooming accommodation tenancies in Queensland. It provides a summary of how the Act applies. 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.

The Act lists the rights and responsibilities of people living in and owning or managing rooming accommodation such as boarding houses, hostels or off-campus student accommodation.

Legislation governing the operation, registration and accreditation of residential services (i.e. boarding houses, supported accommodation) is the *Residential Services (Accreditation) Act 2002* which is administered by Regulatory Services – Department of Housing and Public Works (Note: student accommodation is an exception and not defined as a residential service).

As the provider/manager, you must:

- ensure the room is vacant, clean and in good repair at the start of the tenancy
- respect the rights of the resident to quiet enjoyment of their room and common areas
- comply with all health and safety laws
- keep rooms, common areas, supplied furniture and equipment in a good state of repair
- ensure any external doors and windows of the room and premises have locks or latches
- provide reasonable security to the resident's room with locks in good working order and supply keys for each lock needed to access their room
- take reasonable steps to ensure the resident always has access to their room, common areas and bathroom facilities
- ensure you lodge all bond money with the RTA within 10 days of receiving it, if the resident pays the bond to you
- ensure copies of all relevant documents are provided to the resident within the correct timeframes (e.g. signed rooming agreement, signed entry condition report, etc)
- ensure the rental property meets minimum housing standards (see page 4).

The resident must:

- pay the rent on time
- keep their room and common areas clean and undamaged and return their room in the same condition it was in when they moved in (fair wear and tear excepted)
- not use their room or common areas for illegal purposes
- respect the other resident's and neighbours' right to peace and quiet
- not intentionally or recklessly damage or destroy any part of the property
- maintain the room so it is not a fire and/or health hazard
- keep to the terms of their rooming accommodation agreement
- follow the house rules.

Residents are responsible for the behaviour of their guests.

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Definition of rooming accommodation

Sections 43, 44

Generally, rooming accommodation is where a resident rents a room and:

- the room is not self-contained and;
- they do not have the right to occupy the entire property and;
- they share facilities such as the bathroom, kitchen or common room.

Examples: off-campus student accommodation or purpose-built student accommodation, boarding houses, supported accommodation and places where a manager/caretaker lives onsite and rents out 4 or more rooms.

It also includes employer-provided room-only accommodation and licensed property (e.g. hotels that provide long term accommodation).

Some types of rooming accommodation may provide services such as food or personal care. For information about registration and accreditation under the *Residential Services (Accreditation) Act 2002*, contact the Regulatory Services team within the Department of Housing and Public Works (housing.qld.gov.au).

Check the RTA's website for types of rooming accommodation that are not covered under the Act.

You can opt into the rules that apply to tenants and lessors/agents in general tenancies. If you do, you should use a [General tenancy agreement \(Form 18a\)](#). You should also view these processes in the RTA's [Managing general tenancies](#) publication and follow the notice periods and rules that apply.

Before a tenancy

You are responsible for meeting the requirements of the Act. If you employ a manager/caretaker to manage the property you should ensure they understand their legal obligations. You and the manager/caretaker should also have a formal agreement in place.

You and the resident can find further information in the [Provider/manager checklist](#) and [Resident checklist for starting a tenancy](#) on the RTA website.

Clear communication

Clear communication is vital between the provider/manager and the prospective resident. Being clear about expectations and what is included in the rooming agreement gives everyone a chance to resolve concerns before the start of a tenancy and helps prevent disputes during or at the end of the tenancy.

Advertising the room for rent

Section 76AA

Rooming accommodation must be advertised at a fixed price. You, or your manager, do not have to display the price on a 'for rent' sign at the rental premises, but any other advertisement must include a fixed price.

You must not:

- advertise the room with a rent range (e.g. between \$250 to \$300)
- put the room up for a rent auction, where prospective residents are required to bid for a room
- encourage or accept an offer of higher rent than advertised or more rent in advance than

prescribed under legislation from a prospective resident at the start of a tenancy.

Before you rent out a room

Make sure:

- the room is clean and in good repair
- locks and security devices are in good working order
- you give the resident keys to access their room
- you have the proposed [Rooming accommodation agreement \(Form R18\)](#)
- you decide if you will take a bond from the resident, and
- you have a [Condition report \(Form R1\)](#) if you decide to take a bond
- the rental property meets minimum housing standards (see page 4).

You must provide a copy of the proposed rooming agreement, including any special terms before accepting any money from the resident or committing them to the tenancy (this includes tenancy application forms that commit a resident to the rooming accommodation if you choose their application).

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

Minimum housing standards

At the start of and throughout the tenancy, the premises must meet minimum housing standards, which aim to ensure all Queensland rental properties are safe, secure and functional.

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

Discrimination

Section 7 and 82 of the *Anti-Discrimination Act 1991*

You must not unlawfully discriminate when choosing a resident. Residents and prospective residents 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 residents and prospective residents. You cannot make it harder for people in particular groups to gain access to your rental property.

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

Smoke alarms, fire safety standards and electrical switches

It is your responsibility to comply with all relevant health and safety laws. Check the [Queensland Fire Department website](#), or website of the appropriate government authority, for information about smoke alarms and fire safety standards required for your property. You can find out information about rules around electrical safety switches on the Queensland Government's [electrical safety webpage](#). Rules may differ depending on the type of building you own.

Utilities

Section 170

Electricity, water and gas are usually connected to the rental property in your name or the manager's name. You can pass these costs on to the resident by:

- including the cost of the services with the rent
- adding a separate charge on top of the rent.

You can only add separate charges to the rent if the service is individually metered to the room. Separate service charges must be recorded in Item 16 of the rooming accommodation agreement.

Utility charges must be passed onto the resident within 4 weeks after the property owner receives a document from the supply authority that shows the amount charged, otherwise the resident does not need to pay.

You are not allowed to make a profit when supplying services to the resident, charge them for the cost of supplying or maintaining equipment, or charge them for time and labour involved in reading meters.

If you and the resident disagree about how bills are worked out, [contact the RTA](#) for help.

If a service becomes unavailable because of your action or inaction, the rent may be reduced by the amount attributed to that service.

Residents with impaired capacity

Impaired capacity refers to a person's ability to make a sound decision in a certain area of their life. People are presumed to have capacity to make their own decisions unless incapacity is established. Impaired decision making may be due to an intellectual disability, acquired brain injury, mental illness, dementia or some other cause. However, having one of these conditions does not necessarily mean a person is unable to make sound decisions.

It is advisable to check with the resident's carer, family, friend, health professional, or (if one has been appointed) their guardian, attorney or administrator if a resident does not:

- understand the nature and effect of a decision
- make a decision freely and voluntarily, and
- is unable to communicate the decision in some way.

You can also get advice from the [Office of the Public Guardian](#) or the [Queensland Civil and Administrative Tribunal](#) (QCAT).

A resident's impaired capacity may affect their ability to understand, negotiate and sign a [Rooming accommodation agreement \(Form R18\)](#). In this case, a written agreement with special conditions may not be enforceable.

If you think a resident may not have sufficient capacity to sign a [Rooming accommodation agreement \(Form R18\)](#) you can:

- check if the person has appointed an attorney or has a guardian or administrator appointed
- explain the agreement, its terms and consequences to the resident in simple terms and in the presence of their carer, family member, friend or health professional
- contact the [Office of the Public Guardian](#)
- keep records and make notes documenting what actions and steps you have taken to ensure the person understood the nature and effect of the agreement.

On the [Rooming accommodation agreement \(Form R18\)](#), the resident can nominate a person to receive tenancy paperwork and notices (e.g. breach notices). The provider is required to issue a copy of the notice to the resident and their representative, who will help ensure the resident understands the matter.

Starting a tenancy

You and the resident may find the [Provider/manager checklist](#) and [Resident checklist for starting a tenancy](#), which you can find on the RTA website, helpful when starting a tenancy.

Documents you will need to give the resident:

- the proposed [Rooming accommodation agreement \(Form R18\)](#) which includes any special terms
- a copy of the house rules
- a [Bond lodgement \(Form 2\)](#) if you decide to ask for a bond (alternatively, you or the prospective resident can lodge and pay for a bond online using [RTA Web Services](#)), and
- a [Condition report \(Form R1\)](#) if you decide to ask for a bond.

Rooming agreement

Sections 72–79, 82

A [Rooming accommodation agreement \(Form R18\)](#), also known as a lease, is a legally binding written contract between you and the resident. You must give the resident a copy of the agreement before they pay any money or enter into the tenancy. It is an offence not to provide the resident with a written agreement. However, the resident still has protection under the law, even if they are not given one.

The agreement outlines your rights and responsibilities and those of your resident. It must include standard terms and may include special terms.

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

You must give the resident the agreement to sign on or before the day they move into the room. You then must sign and return a copy to the resident within 3 days.

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

A rooming agreement can be:

- a fixed term agreement – where the agreement has a start date and an end date and the resident agrees to rent the room for a fixed amount of time (e.g. 6 months)
- a periodic agreement – where the resident agrees to rent the room for an unspecified amount of time (there will be a start date but no end date).

Special terms

Sections 74–76

All special terms are negotiable and should be discussed with the resident prior to them signing the rooming agreement.

Special terms may include details about pets, carpet cleaning, personal care or food services (if applicable).

Although a resident has an obligation at the end of a tenancy to leave the room in the same condition as it was in at the start of the tenancy, the special terms cannot require the resident to use a specific contractor or company to achieve this. The terms also cannot require them to provide evidence of professional services used.

If you agree to a resident's request for a pet, the Act allows you to include reasonable conditions of approval, including the requirement to:

- have the room professionally fumigated and/or carpet professionally cleaned at the end of the tenancy
- keep the pet within the room.

Damage caused by a pet is not considered fair wear and tear.

Special terms in conflict with the Act are not binding, even if you and the resident have agreed to them. Penalties may apply if you try to enforce terms which are not binding under the Act.

House rules

Sections 266–268, 275, 276

House rules are made about the use, enjoyment, control or management of rooming accommodation.

House rules form part of the agreement and you must give a copy of these rules to the resident when an agreement is signed. A full list of the rules must be posted in a place where residents are likely to see it, such as a notice board in a common area.

If the resident breaks a house rule, they have also breached their rooming accommodation agreement.

There are 2 types of house rules – prescribed rules, which apply to all rooming accommodation in Queensland, and rules made by the provider.

Prescribed rules:

- **Resident and guest behaviour** – the resident and their guests must not interfere with the reasonable peace, comfort and privacy of other residents.
- **Maintenance of rooms** – the resident must maintain their room in a way that does not interfere with the reasonable comfort of other residents, and in a condition that does not create a fire and/or health hazard. The resident must not intentionally or recklessly damage or destroy any part of their room or a facility in their room.
- **Common areas** – these may include a television room, bathroom, kitchen, hallway or yard. You must take reasonable steps to make sure the common areas and their facilities are kept safe, clean and in good repair. The resident must ensure they, and their guests, leave common areas neat, clean and tidy after use.
- **Guests** – the resident must make sure their guests are aware of, and follow, the house rules.

- **Access to resident's room** – there are rules surrounding entry and you must take reasonable steps to ensure the resident's quiet enjoyment of their room.
- **Door locks and keys** – the resident must not tamper with (or change) a door lock on the property or make copies of keys without your permission.
- **Animals** – the resident must not keep an animal on the property without your permission.

Provider rules

You can make rules about:

- guests
- smoking
- the use of shared facilities
- parking
- drinking alcohol
- noise levels
- keeping pets.

If you want to change the house rules, there is a process that needs to be followed (see page 12).

Condition report

Sections 81, 507

The **Condition report (Form R1)** records the condition of the room at the start of the tenancy. You do not have to fill out this form if you do not take a rental bond.

If you and the resident do complete a Condition report, it is important to fill it out properly and in detail to avoid future problems. You must complete and sign the report and give a copy to the resident for them to complete and sign. The resident must return a copy of the report to you within 7 days. The resident can disagree with what you have written by including their own comments in the report.

You and the resident could also complete and sign the report together. It is important that both you and the resident have a copy of the report.

Attaching photographs or videos is a useful way to support what you have written on the condition report. 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 room or any of its inclusions (e.g. furniture, appliances, etc).

Rental bond

Sections 110–122, 146–148

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

You need to give the resident a copy of the rooming agreement before a bond is taken (or any money paid).

If you collect a deposit for any of the following, this money is considered to be part of the bond and must be lodged with the RTA. Examples could include:

- a deposit for supplying a key
- a linen deposit
- any other form of deposit.

If you take a bond, you must:

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

There are different processes for Department of Housing and Public Works bond loans. Read the Department's [bond loan webpage](#) for more information.

If the resident is paying the bond by instalments, you must lodge the instalments within the required timeframes as set by the Act (see the Part payment of the bond section of this guide on this page).

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

Maximum bond amounts

In rooming accommodation, the maximum bond you can charge is equal to 4 weeks rent. If the provider is the resident's employer and gives the resident a rental subsidy, the maximum bond amount is \$400 or the equivalent of 4 weeks rent (whichever amount is greater).

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 deposits, key deposits, linen deposits).

If you allow a pet in the room, you cannot ask the resident to pay a pet bond.

Part payment of bond

You can accept bond payments in instalments. You and the resident should agree about the number and amount of instalments to be made and record it in the rooming accommodation agreement.

The first payment and all instalments should be lodged using a [Bond lodgement \(Form 2\)](#) or by using the [RTA Web Services](#). A resident can lodge the first payment and all bond instalments directly with the RTA, or they can send the money to you to lodge on their behalf.

If you are lodging the bond on behalf of the resident, the instalments must be lodged with the RTA:

- within 10 days of you receiving the money
- within 10 days of the last instalment
- within 3 months of receiving the first rental bond instalment.

If the agreement ends before all bond instalments have been made, you must lodge the total instalments received with the RTA.

Rental bond loans

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

Transfer of bond

A resident can transfer the bond if they move to another room in the property, providing the provider/manager remains the same and you agree to the transfer. 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 resident should fill out a [Change of rental property \(Form 3\)](#) and send it to the RTA.

Note: A Department of Housing and Public Works rental bond loan may have conditions for transferring. The resident (or their representative) and you should speak with the Department about transferring the bond.

Increasing the bond

If rent is increased, you may wish to increase the bond. The bond can only be increased if the rent is increased and 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 Lodgement Web Service](#) can be used by joint providers/owners and managing parties acting on behalf of an organisation (e.g. managers) to lodge or increase single or multiple rental bonds online.

You cannot increase the bond more than once in 12 months and you must give at least one month's notice of the increase.

Rent

Sections 98–109

You must provide a resident with at least 2 ways to pay rent, one of which does not incur more than usual bank or account costs and is reasonably available to the resident.

The way rent will be paid must be included in the rooming agreement.

The resident must be told about any associated costs involved with a particular method of payment (e.g. joining fees, processing fees or service charges which are not part of the rent). If the cost is expressed as a percentage of the payment, please ensure the resident understands the cost that will be charged.

Changes to the way rent is paid can be made using either of the following options:

- by agreement – you or the resident can give the other party a written notice changing one or more of the ways in which rent is to be paid and the other party agrees in writing
- without agreement – you can issue the resident with a written notice stating a choice of at least 2 other ways for paying rent, including a way that does not incur more than usual bank or account costs and is reasonably available to the resident. The resident must pay rent via one of the ways in the notice within 14 days.

You must give a receipt at the time of payment, if they pay in cash, or request one when paying by cheque.

The receipt must state:

- the resident's name
- the room number and address of the rental property
- the date the payment was made
- the period for which the payment is made
- the amount of the payment
- the purpose of the payment (i.e. rent), and
- the cost of any services provided, such as food or personal care (if applicable).

If the resident 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 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 the rent the resident pays and keep it for one year after the tenancy has ended. The resident can ask for a copy of the rent record at any time, and it must be provided within 7 days of the request being made.

Receipts and records

Section 102

Example of a rent ledger

Name of resident:			
Address of rental property:			
Weekly rental amount: \$200			
Receipt no.	Date rent paid	Amount paid	Period rent covered
034	1/5/24	\$400	1/5/24 to 14/5/24
035	15/5/24	\$400	15/5/24 to 28/5/24
036	31/5/24*	\$400	29/5/24 to 11/6/24
037	12/6/24	\$400	12/6/24 to 25/6/24
038	26/6/24	\$200	26/6/24 to 2/7/24
039	3/7/24	\$400	3/7/24 to 16/7/24
040	17/7/24	\$200	17/7/24 to 23/7/24

* 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 76AB and 101

You can ask a resident for a maximum of 2 weeks rent to be paid in advance – you cannot accept more than this at the start of the tenancy, even if the resident offers.

After the tenancy has started, the resident can proactively offer to pay more rent in advance than prescribed and you may accept.

The resident 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 368, 369

If a resident fails to pay rent on the day it is due, they are in breach of the agreement.

If the resident has been renting for less than 28 days, a [Notice to remedy breach \(Form R11\)](#) can be given to the resident as soon as rent becomes overdue. The resident has 2 days to rectify the breach. If rent is still not paid and the breach is not rectified by the due date, you can issue a [Notice to leave \(Form R12\)](#) asking them to leave immediately due to non-payment of rent.

If the resident has been renting for more than 28 days, a [Notice to remedy breach \(Form R11\)](#) can be given to the resident when rent remains unpaid for more than 2 days. The resident has 4 days to rectify the breach. If rent is still not paid and the breach is not rectified by the due date, you can issue a [Notice to leave \(Form R12\)](#) with 4 days notice asking them to leave due to non-payment of rent.

You need to decide if you want to end the tenancy and give the resident a [Notice to leave \(Form R12\)](#) with the appropriate notice or continue the tenancy by talking with the resident to resolve the problem. If you are unable to resolve the matter, you can apply for free RTA dispute resolution service via the [Dispute resolution request \(Form 16\)](#) or online via [RTA Web Services](#).

Increasing the rent

Section 105, 105B and 105D

For rent to be increased, it must be at least 12 months since the last increase or the current rent amount became payable for the room. This applies even if there has been a change of provider, owner or resident.

Rent cannot be increased during a fixed term agreement unless it is stated in the rooming agreement, along with the amount of the increase or how it will be worked out. Even if rent increases are provided for under the agreement, 4 weeks notice in writing must be given after the rooming agreement begins.

Rent may be increased at the end of a fixed term agreement if it has been at least 12 months since the last increase or current rent amount became payable for the room, and you and the resident agree to enter into a new rooming agreement with the new rent amount.

Rent may be increased in a periodic agreement by giving 4 weeks' notice to the resident in writing, as long as it has been 12 months since the last rent increase or current rent amount became payable for the room.

If the rooming agreement has been amended to include a provision of another or new service, the rent may be increased to include this. Rent cannot be increased because you have given approval for the resident to keep a pet or because you have made changes which were required for the premises to comply with minimum housing standards. If the rooming agreement is amended to include a provision of another or new service, the rent may be increased to include this.

You cannot increase the rent because the resident has breached the agreement.

Evidence of last rent increase

Section 77 and 105C

You must include the date of the last rent increase for the room on the rooming agreement.

If the resident asks in writing for evidence of the date of the last rent increase, you must provide it within 14 days. Examples of evidence include copies of:

- the previous rooming agreement for the room
- a written rent increase notice for the room
- the rent ledger for the room.

You must remove all personal information about any other person or otherwise de-identify the evidence before providing it to the resident.

If the rooming accommodation premises has been purchased within 12 months of the tenancy starting and you do not have evidence of the last rent increase, then you do not have to include the date of the last rent increase on the rooming agreement nor provide evidence if the resident asks. We encourage you to communicate the situation to the resident and explain why you do not have evidence. The minimum 12 month rent increase frequency limit still applies in this situation.

Exempt providers

Section 97A

An exempt provider is defined under the Act and includes public housing providers and most community housing providers.

If you or your organisation believe you fall under the exemption, please refer to the Act for the definitions.

Exempt providers are exempt from the 12 month rent increase frequency limit, requirement to include the date of last rent increase on rooming agreements and provide evidence if a resident asks for it.

Tribunal order about rent increase

Section 105E

A provider may apply to QCAT to increase rent in less than 12 months on the grounds of undue hardship (non-urgent application). Whilst the Act does not define undue hardship and QCAT will make a determination on a case-by-case basis, the provider must be able to show or substantiate their case.

In making its decision, QCAT must have regard to any representation made by the resident in relation to how the proposed rent increase will affect the affordability of the premises and their ability to continue to pay rent.

Excessive rent increase

Section 105A

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

New fixed term agreement

The resident can also dispute a significant rent increase when the tenancy is renewed with another fixed term agreement. They must sign the new agreement and then submit a [Dispute resolution request \(Form 16\)](#) with the RTA or apply online via RTA Web Services within 30 days.

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 resident 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 resident will be bound to these new terms.

Decreasing the rent

Sections 106–107

Rent may be decreased because:

- there is a drop in the standard of the property
- there is a decrease in services provided (e.g. stove is not working, or meals are no longer provided).

If you and the resident 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 256B to 256G

If a resident wishes to keep a pet on the premises, 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 resident's request within 14 days of receiving the request, and the response must be in writing. If you do not respond within 14 days, the pet request is deemed to be approved by you.

The list of reasons that can be used to decline a pet under the Act can be found in the [Renting with pets fact sheet](#). It is not sufficient to decline the request without specifying the reason for refusal.

You can access more information on the pet process on 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 resident may keep a working dog (or retired working dog) at the premises without your approval. Please note for companion pets, the resident will still need your approval and they may provide further documentation or information to help you make an informed decision.

The resident is responsible for all nuisance, such as noise or damage caused by the pet. Damage to the premises or inclusions caused by the pet is not considered fair wear and tear under the Act and the resident may need to pay to rectify the issue.

The permission to keep the pet continues for the life of the pet and continues even if the resident enters into a new agreement or there is a change of the provider/manager or caretaker.

Locks and keys

Section 250, 251

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

You must give the resident a key to gain entry to the premises. It may be a good idea to keep a record or photo of what keys were handed to the resident at the start of the tenancy.

At the end of the tenancy, the resident will need to return the keys they were given at the start and any additional keys made. A resident must not make a copy of a key without your permission.

If a resident is experiencing Domestic and Family Violence, they may ask you to change the lock if they believe it is necessary to protect themselves. You must change or repair the lock and must not give a key for the changed lock to any other person without the resident's agreement or a reasonable excuse.

During a tenancy

Entering the room

Sections 257–265

You can enter the room if the resident agrees, or if you are delivering services included in the agreement (e.g. cleaning or personal care). The agreement should include the time of regular visits and how you will inform the resident of any changes to this time.

If you want to enter the resident's room for any other reason, you must follow the rules of entry. Before entering a resident's room, you must give them an [Entry notice \(Form R9\)](#).

When you want to enter more than one room (for any reason other than a general inspection) the entry notice can be put on a noticeboard or in another prominent place that will attract the attention of residents.

You must not remain in the room for longer than is reasonably necessary to carry out the purpose of the entry. Penalties apply for unlawful entry to a resident's room.

Time of entry

You can enter the room if you have given the correct notice, entry is at a reasonable time, and you are complying with the Act.

Disputes about entry

If a dispute about entry cannot be resolved through negotiation, you or the resident can apply to the RTA's free dispute resolution service for assistance via the [Dispute resolution request \(Form 16\)](#) or online via [RTA Web Services](#). If the matter is not resolved through dispute resolution, you then can apply to QCAT.

Reason for entry	Minimum notice required
To inspect the room (general inspection)	48 hours
To clean the room	24 hours
To carry out pest control	24 hours
To make routine repairs or carry out maintenance	24 hours
To show the room to a prospective purchaser or resident	24 hours
To allow a valuation of the property	24 hours

If a resident believes you have entered the room unlawfully, they can give you a [Notice to remedy breach \(Form R11\)](#) or seek assistance from the RTA to learn more about their options.

The resident may be present during the entry, but it is not necessary. Entry rules also apply to any agents or tradespeople.

Limits to entry

Section 258

You must not do a general inspection more than once a month, unless the resident agrees. There is no limit to how often you may enter a resident's room for any other reason, if the correct process has been followed. However, you must not interfere with the resident's peace and privacy.

Entry without notice

Section 260

You can enter a room without notice:

- in an emergency
- if you believe the room has been abandoned (e.g. failure to pay rent, uncollected mail, failure to respond to a notice)
- to carry out urgent repairs (e.g. to repair a gas, electrical or water facility; to make emergency roof repairs; or to secure the property).

Maintenance and repairs

Section 247

You are responsible for keeping the property in good condition and fit for the resident to live in. You are also responsible for ensuring the property is not in breach of any health or safety laws. Residents can inform you of necessary repairs or any damage by a phone call, email, or in writing.

You should organise to repair the problem within a reasonable time. If you do not, the resident can issue you with a [Notice to remedy breach \(Form R11\)](#) giving you a minimum of 5 days to fix the problem.

If the repairs are still not done, the resident can lodge a [Dispute resolution request \(Form 16\)](#) with the RTA or apply for dispute resolution online, via [RTA Web Services](#). If conciliation doesn't resolve the issue, the resident can apply to QCAT for an order to be made.

The resident may also be able to give you a [Notice of intention to leave \(Form R13\)](#), advising you of their intention to vacate the premises for an unremedied breach.

If you disagree with the [Notice to remedy breach \(Form R11\)](#), you can also apply for RTA [dispute resolution](#).

Changing house rules

Sections 269–274

If you want to change the house rules, you must give each resident written notice about the rule change at least 7 days before they occur.

This notice should:

- be given to each resident
- explain which rule is changing, and what it is changing to
- give the date the new rule begins
- tell residents they can object to the rule change
- explain how residents can object (such as writing a letter to you explaining why they do not agree), and
- provide the date objections must be lodged by.

If residents do not object to the rule change

If no one objects to the rule change, or if there are not enough objections made by residents, the new rule will begin on the date given in the notice.

If residents object to the rule change

The rule change cannot go ahead if 10 residents (or a majority of residents, if there are fewer than 20 residents in the property) object. When this happens, you must give residents a notice informing them the rule change will not go ahead.

You may make an application to QCAT if you don't agree with the objections. An application to QCAT must include copies of the objections.

If QCAT decides the rule is reasonable, the rule will come into effect on the day of the QCAT decision.

A resident can also apply to QCAT if they believe an existing rule is unreasonable.

Fixtures and inclusions

Section 254–256

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

Inclusions are everything supplied with the room or property for the resident's use (e.g. furniture, air conditioner, microwave).

The resident 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 resident 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. Alternatively, you may keep it as an improvement to the property, or treat it as a breach and try to resolve the dispute.

Misrepresentation

Section 389A

If a resident believes you have given them false or misleading information and wants to apply to terminate the tenancy on the grounds of misrepresentation, they need to apply for RTA dispute resolution within the first 3 months of occupying the premises.

If dispute resolution is not successful, the resident can then apply to QCAT to request a termination order on the grounds of misrepresentation.

Misrepresentation could include:

- inducing the resident to enter into an agreement
- giving the resident false or misleading information about the condition of the premises or its inclusions or services provided
- failing to make the resident aware of factors that may impact on their quiet enjoyment of the premises.

Misrepresentation is classified as a non-urgent tenancy dispute by QCAT, which means the matter must go through a free RTA [dispute resolution process](#) before it goes to QCAT.

If dispute resolution is unsuccessful, the RTA will issue the resident with a Notice of unresolved dispute and the resident can make an application to QCAT for an order to terminate the tenancy.

QCAT will give both you and the resident an opportunity to present evidence before deciding if they will issue an order to terminate the tenancy. The resident must continue to pay rent while the matter is under dispute.

Breaches

Sections 368 and 378

A breach of a rooming agreement occurs when you or the resident break any part of the agreement.

Breaches by the resident

Section 368

If a resident breaches the rooming agreement you can issue a [Notice to remedy breach \(Form R11\)](#). For breaches other than rent arrears, the resident has 5 days to fix the problem.

If the resident does not fix the problem (i.e. the breach) within the allowed time, you can issue a [Notice to leave \(Form R12\)](#) giving them 2 days to leave the property.

You may ask the resident to leave immediately for serious breaches.

Serious breaches include:

- the resident has used their room or common rooms for an illegal purpose
- the resident, or their guest, has:
 - destroyed or seriously damaged a part of the property
 - endangered another person within the property
 - significantly interfered with the reasonable peace, comfort or privacy of another resident.

You or the resident may apply for free RTA dispute resolution by lodging a [Dispute resolution request \(Form 16\)](#) or applying online via the RTA's [Tenancy Dispute Resolution Web Service](#).

Breaches by the provider/agent

A breach of a rooming agreement is when you or the resident break any part of the agreement.

Section 378

If you breach the rooming agreement, the resident can issue you with a [Notice to remedy breach \(Form R11\)](#), allowing you at least 5 days to remedy the situation. If you do not fix the problem, the resident may contact the RTA's [dispute resolution service](#) for assistance and to find out their options. If the matter is still not resolved, the resident may be able to take the matter to QCAT.

If a breach notice has expired without remedy, the resident may give you a [Notice of intention to leave \(Form R13\)](#) with at least 7 days notice to end the agreement. You can dispute this notice by lodging a [Dispute resolution request \(Form 16\)](#) with the RTA or apply for dispute resolution online, via [RTA Web Services](#).

Repeated breaches

Section 376

A repeated breach is when 2 or more notices have been given for the same breach within 12 months. When a third breach occurs, you or the resident can apply to QCAT to have the rooming agreement ended, provided:

- a [Notice to remedy breach \(Form R11\)](#) was given each time
- each breach was for the same problem and was rectified each time, and
- the problem is of a serious nature.

Note: repeated breaches also include breaches of the House Rules.

Notice periods

Example of a 4 day notice period

JUNE						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
				↓	Day 1	Day 2
14	15	16	17	18	19	20
Day 3	Day 4					
21	22	23	24	25	26	27
28	29	30				

Notice served: 11 June

The day ends at midnight

Action taken: 16 June

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 4 day notice is served on 11 June:

Notice served – 11 June

Day 1 – 12 June

Day 2 – 13 June

Day 3 – 14 June

Day 4 – 15 June (the day ends at midnight)

Action taken – 16 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 the next action.

Example: The last day of the [Notice to leave \(Form R12\)](#) is 16 June. By law, the resident 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 room.

Serving notices by email

You can serve notices by email if that method was agreed in the rooming accommodation agreement. Both parties are required to notify the other of any change of email for the purpose of receiving notices under the agreement. We recommend that the resident is advised of this requirement.

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 information on delivery times.

Change of shared residents and bond contributors

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

If there is a change of bond contributors, the residents who are moving in and out will need to sort their own bond contribution between themselves. The RTA is not responsible for the exchange of money between residents.

Any residents 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](#).

Successfully submitting a change of bond contributors request does not change the residents listed on the rooming agreement, it only changes the residents listed on the bond with the RTA.

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

Selling a tenanted property

Sections 371A, 396B

If a resident is on a fixed term agreement, you cannot make them leave because you decide to sell the property. The resident has the right to stay until the end of the fixed term tenancy. If the property is sold during the fixed term agreement, the new owner will become their provider.

If the resident is on a periodic agreement, and the purchaser does not want to continue to rent the property (known as vacant possession), then you must give the resident a [Notice to leave \(Form R12\)](#). You must give them at least one month's notice after signing the contract for sale.

If the resident is on a periodic agreement (or at the end of a fixed term agreement) and you are preparing the property for sale and require vacant possession, you can give the resident one month's notice to end the tenancy.

If you have issued a [Notice to leave \(Form R12\)](#) on the grounds of sale of the rental property, you are unable to relet the premises for a period of 6 months after the resident has vacated.

Reletting a tenanted room

You can only show a prospective resident the room, if the current resident has given you a [Notice of intention to leave \(Form R13\)](#) or you have given them a [Notice to leave \(Form R12\)](#).

If you want to show the room to a prospective resident, you must give the current resident an [Entry notice \(Form R9\)](#) giving them at least 24 hours notice. A reasonable amount of time must have passed since the last entry for this reason.

Continuing a tenancy

Section 82

There are 3 ways a fixed term agreement 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 become a periodic agreement.

Ending a tenancy

Section 366 and 369–374

A rooming agreement may be ended by either you or the resident for the following reasons:

- end of a fixed term agreement
- you or the resident want to end a periodic agreement
- there is a serious unremedied breach which relates to:
 - unpaid rent
 - damage to the property
 - illegal use of the property
- you or the resident have breached the agreement in the same way more than twice in 12 months, and each time the breach was rectified (QCAT application will need to be made for an order terminating the agreement)
- you or the resident have not complied with a QCAT order
- the resident has abandoned the room
- the property is to be sold and the resident is on a periodic agreement or at the end of a fixed term agreement
- you are carrying out significant repairs, renovations, or planned demolition or redevelopment and the resident is on a periodic agreement or at the end of a fixed term agreement
- you are changing the use of the rental premises (e.g. change to holiday let) and the resident is on a periodic agreement or at the end of a fixed term agreement
- resident is ending their interest in the tenancy due to domestic and family violence (please see information on RTA's [domestic violence in a rental property webpage](#))
- non-liveability – the room or premises have been partly or wholly destroyed (e.g. from extensive damage, or from natural disaster)
- the premises are primarily used for student accommodation and the resident is no longer a student
- you and the resident mutually agree to end the tenancy in writing
- a mortgagee is to take possession of the property (notice is issued by the mortgage company or bank)
- the resident has died or a co-resident has died, or
- QCAT issues an order ending the agreement
- death of a sole resident or co-resident.

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 [Notice periods for ending a tenancy webpage](#).

Penalty provisions apply for providing false and misleading information on a [Notice to leave \(Form R12\)](#).

Ending a fixed term agreement

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

- by mutual 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 resident
- by a resident giving you a [Notice of intention to leave \(Form R13\)](#)
- by you giving a resident a [Notice to leave \(Form R12\)](#) (e.g. due to an unremedied breach, serious breach, or end of fixed term agreement).

Notice to leave

Section 369-374

The [Notice to leave \(Form R12\)](#) is used when you want the resident to vacate the room.

Reason for ending a tenancy	Length of notice required
Unremedied general breach	At least 2 days after the notice is given to the resident*
Unremedied rent breach – less than 28 days	Immediately after the notice is given to the resident*
Unremedied rent breach – 28 days or more	At least 4 days after the notice is given to the resident*
End of a fixed term agreement	At least one month after the notice is given to the resident and not before the end of a fixed term agreement.
Serious breach	The day the notice is given
Sale of the property or preparing the property to sell	At least one month after the notice is given to the resident and not before the end of a fixed term agreement.
Significant repairs or renovations	At least one month after the notice is given to the resident 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 resident and not before the end of a fixed term agreement.
Change of use of property	At least one month after the notice is given to the resident and not before the end of the fixed term agreement.
Entitlement to student accommodation ends	At least one month if the resident is no longer a student and the accommodation is primarily used for student accommodation.
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 30 days (special considerations apply – visit our website for more information)
Death of a sole resident	7 days after the resident's representative gives you written notice or 7 days after you give the resident's representative written notice or a day agreed between you and the resident's representative or a day decided by QCAT.
If entitlement to employment ends	1 month after the notice is given to the resident
Compulsory acquisition	2 months

* [Notice to leave \(Form R12\)](#) cannot be issued until a [Notice to remedy breach \(Form R11\)](#) has expired.

Notice of intention to leave

Section 379–381

The [Notice of intention to leave \(Form R13\)](#) is used by the resident to notify you that they are ending the agreement.

Reason for leaving	Length of notice required
Without grounds (parties can agree on an earlier date in writing)	7 days after the notice is given for a periodic agreement 7 days or the day the agreement ends (whichever is later) for a fixed term agreement. If you and the resident both agree to an earlier date in writing, a fixed term agreement can be ended without grounds.
Unremedied breach (by the provider/manager)	7 days after the notice is given
Non-liveability	Same day the notice is given
Experiencing domestic and family violence	7 days after the notice is given but can vacate immediately (refer to the RTA website for more information)
Entitlement to student accommodation ends	At least one month after the notice is given if the resident is no longer a student (as outlined under the Act) and the accommodation is primarily used for student accommodation.
Condition of the premises	2 days after the notice is given Notice must be issued within first 7 days of the resident moving in, if the premises are: <ul style="list-style-type: none"> not fit for the resident to live in not safe or not in good repair in breach of health and safety laws not compliant with minimum housing standards. The resident should not give a Notice of intention to leave (Form R13) on these grounds if the circumstances mentioned above were caused by an action or failure of the resident.
Death of a sole resident	7 days after the resident's representative gives written notice, or 7 days after the provider/manager gives the resident's representative written notice, or a day agreed between the resident's representative and the provider/manager, or a day decided by QCAT
Death of a co-resident	7 days after the notice is given

Serious breach

Section 370

You can give a resident a [Notice to leave \(Form R12\)](#) requiring the resident to leave the premises immediately if you reasonably believe they have:

- used the room or common areas for an illegal purpose
- intentionally or recklessly destroyed or seriously damaged part of the premises or facility
- endangered another person in the premises
- significantly interfered with the reasonable peace, comfort or privacy of another resident or their use of their room or common areas.

Please refer to information in this publication regarding powers to remove a resident on page 22.

Ending tenancy due to end of student entitlement

Section 371E and 380C

If the accommodation is primarily used for student accommodation, and the resident is no longer a student, either you or the resident can give one month’s notice to end the tenancy. This can occur before the end of a fixed term tenancy and is not a lease break. The resident will need to pay the rent until the end of the notice period.

This also applies to purpose-built, off-campus student accommodation.

A student means a person who is enrolled in a course approved course of education or study for Section 569B of the *Social Security Act 1991 (Commonwealth)*, for example, a resident who is studying at a secondary or tertiary college (university or TAFE).

Breaking the rooming agreement

Section 396A

If a resident leaves before the end date of a fixed term agreement without sufficient reason, they may be responsible for reletting costs. Exceptions apply for residents experiencing domestic and family violence.

You have an obligation to reduce or minimise the costs that result from ending an agreement early.

Agreements entered into from 30 September 2024

For agreements entered into from 30 September 2024, calculation of the reletting cost is defined under legislation.

If the fixed term is up to 3 years, the reletting cost is the lower of the following:

- rent that would be payable for the period between when the resident vacates the room and a new rooming agreement starts, or
- the reletting cost specified in the table below, which is based on how much of the agreed tenancy term has passed when the resident vacates.

<ul style="list-style-type: none">• % of lease that has expired	Reletting cost
Less than 25%	4 weeks rent
25% to less than 50%	3 weeks rent
50% to less than 75%	2 weeks rent
75% or more	1 weeks rent

If the fixed term is over 3 years, the reletting cost is the lower of the following:

- rent that would be payable for the period between when the resident vacates the room and a new rooming agreement starts, or
- one month’s rent for each 12 month period remaining of the fixed term, up to a maximum amount equal to 6 months rent.

Agreements entered into before 30 September 2024

For agreements entered into prior to 30 September 2024, the reletting cost is based on reasonable costs involved with breaking the agreement. This may include the cost of reletting the property, advertising and compensation for the loss of rent until a new resident can be found or until the tenancy ends.

Ending the tenancy due to hardship situations

Section 377 and 383

If you or the resident believe you would suffer excessive hardship should the tenancy not be terminated, you can make an urgent application to QCAT to end the tenancy.

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

Domestic and family violence (DFV)

Sections 381A to 381 I

A resident or co-resident experiencing domestic and family violence (DFV) can end their interest in the tenancy by issuing you with a [Notice ending residency interest \(domestic and family violence\) \(Form R20\)](#) with the relevant evidence and vacating the rental premises. The resident will need to give 7 days notice and pay the rent until the end of the 7 day period, but they can vacate immediately.

The relevant supporting documentation that can be provided or shown to you by the resident 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.

The vacating resident experiencing DFV is not responsible for costs associated with ending the agreement or interest, goods left behind, or reletting costs. They are not required to repair or compensate you for damage to the room, inclusions or the premises caused by an act of DFV. If there are costs associated with breaching terms of the agreement not related to DFV (e.g. rent arrears, damage to property by a pet), the resident is still responsible for these costs.

If a bond was lodged for the tenancy, the vacating resident 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 residency interest*, you must inform the vacating resident:

- if you intend to apply to QCAT to have the notice set aside because it does not comply with the Act
- when the other resident (if applicable) will be informed that they have vacated the room and the premises, and that the rooming agreement continues for the other resident.

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

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

Residents in this situation may seek further advocacy assistance from community support organisations such as DV Connect (1800 811 811 or dvconnect.org).

Abandoned room

Sections 260, 366(f), 509

If you believe the room has been abandoned, you can inspect the room to confirm this. You must have reasonable grounds for believing it has been abandoned (e.g. rent arrears, uncollected mail, observations of other residents).

The agreement ends if the resident has abandoned the room and the period the resident has paid rent for has ended.

You may wish to take photographs or video as evidence the room has been abandoned.

It is an offence to end an agreement unlawfully and penalties apply.

Vacate inspection

Where possible, it is a good idea to conduct a vacate inspection with the resident. If there is a disagreement over the room condition, you should talk to each other and try to resolve the dispute together. It is a good idea to document any damage or cleaning issues. You may also consider taking photographs or video as further evidence.

The resident is to return the room in the same condition as when they moved in, fair wear and tear excepted.

Refunding the bond

Sections 123–144

The quickest and easiest way to get a bond refund is to talk to the resident and work out how the bond is to be paid out.

If you and the resident agree at the end of the tenancy

Either you or the resident can submit a bond refund form online using the [Bond Refund Web Service](#) 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.

If you submit the bond refund request via Web Services, and there is money to be refunded to you, the RTA will send the resident a Fast Track notice to respond to within 2 days. If they respond and indicate their agreement to the bond refund, the RTA will refund the bond.

If you are posting a paper-based bond refund request then all parties to the bond must sign the form for the RTA to be able to process the form. If there are missing signatures the form will be treated as if the parties disagree (see below).

Bonds are refunded into Australian bank accounts only. The RTA will refund the money within a few days of the refund being agreed by you and the resident.

If you and the resident disagree

The RTA encourages you and the resident to try and resolve any issues around bond refunds in the first instance. Either you or the resident can submit a bond refund form online using the Bond Refund Web Service or by post using the paper-based [Refund of rental bond \(Form 4\)](#).

If you submit a Web Services refund request your resident will receive a Fast Track notice informing them of how much and what you have claimed for. They will have 2 days to respond to the Fast Track. If they disagree with, or fail to respond to, the Fast Track, the RTA will issue a Notice of Claim. The resident will then have 14 days to submit a [Dispute resolution request \(Form 16\)](#) either by submitting a paper form or by using the RTA Web Service.

If you submit a paper-based bond refund request making a claim for some or all of the bond and it is unsigned by the resident the RTA will issue a Notice of claim to them advising them of the claim amount. They will have 14 days to dispute the claim.

If the **resident** submits a Web Services refund request or posts a bond refund form the above process will apply but you will receive the Fast Track and or the Notice of claim and will need to respond.

If the RTA does not receive a dispute resolution request within the 14 days the bond is paid as directed by whoever lodged the bond refund form.

If the bond refund is disputed, the RTA's dispute resolution service will try to help resolve the disagreement. If agreement is reached, a Conciliation agreement will be sent for you and the resident to sign. When all parties have signed and returned the agreement, the bond will be paid out as agreed.

If agreement is not reached, the person who lodged the dispute resolution 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
- notify the RTA in writing that they have applied to QCAT.

They must provide a registry receipt/claim number, so the RTA can continue to hold the bond until QCAT makes an order about the bond refund.

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

Evidence for bond claim or dispute

If you claim or dispute a bond that was lodged with the RTA on or after 30 September 2024, you are required under the Act to provide the resident with supporting evidence within 14 days.

Whilst the Act does not specify what constitutes evidence, examples provided include:

- receipts
- quotes to repair damage
- records of unpaid rent.

For bonds lodged with the RTA prior to 30 September 2024, there is a 12 month transition period which means the requirement to provide supporting evidence to the resident applies to bond claims or disputes submitted from 1 October 2025.

Goods and documents left behind

Sections 390–396

Goods and documents left behind after a resident 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 resident or, if you can't contact them, given to the Public Trustee or the organisation that issued the document (e.g. the Australian Passport Office) within 28 days of the end of the tenancy.

You must make reasonable efforts to contact the resident about these items, which includes attempting contact via:

- phone (including text message)
- email
- private message on social media
- emergency contact on rooming agreement
- online newspaper notice.

You may keep money owed under the agreement before passing the remaining cash and personal documents to the Public Trustee.

All goods must be kept for 28 days unless they are perishable, worth less than \$150 or unhealthy to store, in which case you may dispose of them.

After 28 days you must continue to store the unclaimed property, or:

- if the goods are valued at less than \$600 you may donate them to charity
- if the goods are valued at more than \$600 you may sell them.

If you sell the goods, you can deduct the cost of their removal, storage, and sale. Any remaining money must be paid to the person who owned the property (if you have been able to locate them) or to the Public Trustee.

If a resident wishes to reclaim their goods before they are disposed of, they must put their request in writing and pay you for the cost of removal or storage.

Take photos of items being disposed of in case of future dispute. You may also consider writing an inventory.

Disputes

Section 397, 413, 416

Try to resolve disputes with the resident directly. If this does not work, the RTA's free [dispute resolution service](#) may be able to help. If the issue remains unresolved you may be able to take the matter to QCAT.

Step 1 – 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 Property Owners' Association of Queensland, Student Accommodation provider organisations or Supported Accommodation Providers Association
- talk to the other person and try to negotiate an outcome
- if an agreement is reached, make sure the agreement is in writing and signed by you and the resident.

Communication is key to resolving most disputes. You can find out more tips for self-resolution on the RTA's [How to resolve tenancy issues webpage](#).

Step 2 – Request RTA dispute resolution

If you and the resident cannot come to an agreement, the RTA's [dispute resolution service](#) offers free conciliation to help residents and provider/managers resolve disputes quickly and without the need for further legal action.

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

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

An adjudicator will hear the matter and make a ruling based on the evidence provided. QCAT's decision is legally binding.

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

Urgent applications to QCAT

Section 415

An urgent application can be made directly to QCAT, without having to go through RTA 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 to QCAT for reasons including:

- excessive hardship
- repeated breaches by the resident
- ending the agreement due to the death of a sole resident
- an order about goods and documents left behind.

You can find information on the definition of an urgent application on the [QCAT dispute options webpage](#). Information on QCAT applications for residential tenancy matters can be found on the [QCAT website](#).

Power to remove a resident

Section 375

You can take action to remove a resident only when:

- you have given the resident a [Notice to leave \(Form R12\)](#) that states why they are being asked to leave and what date they have to leave by
- the date for leaving has passed and the resident is still there, and
- the resident will not leave.

You may ask a resident to leave immediately because of a serious breach (see page 18).

You must give a [Notice to leave \(Form R12\)](#) that states why the resident is being asked to leave, and you must sign it.

You can call the police if the resident won't leave. The police officer will not ask the resident to leave, that is your responsibility. Their job is to ensure the resident leaves peacefully and without anyone breaking the law.

You can only use reasonable force to evict a resident. A police officer must be present and you cannot hurt the resident or endanger their health intentionally.

If the resident doesn't agree with the order to leave, they can contact the RTA for information and dispute resolution help.

Retaliatory action and eviction

Sections 276A

Retaliatory action occurs when you give a [Notice to remedy breach \(Form R11\)](#), a [Notice to leave \(Form R12\)](#), or increase the rent in response to a resident asserting their rights.

You cannot take steps to end a rooming agreement because a resident has enforced, or proposed to enforce, their rights.

If a resident reasonably believes you have given them a Notice to leave (Form R12) because they asserted their rights under the Act, they can make an urgent application to QCAT to have the notice set aside.

The resident must apply to QCAT within one month of the notice being given.

After a tenancy

Keeping records

Sections 79, 81, 103

You must keep the [Rooming accommodation agreement \(Form R18\)](#), the [Condition report \(Form R1\)](#) and rent payment records (or copies of receipts if rent was paid by cash or cheque) for one year after the rooming agreement ends.

It is also recommended that you keep copies of any written correspondence, such as letters or notices served, for one year after the tenancy ends.

Tenancy databases

Sections 457–464

Tenancy databases are run by private companies and hold information on residents' and tenants' rental histories.

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

If you find information about a prospective resident during a rental history check, you must inform them in writing within 7 days. You must tell them 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 the reasons for listing someone. Residents cannot be listed until after a tenancy has ended.

A resident who has experienced domestic and family violence should not be listed on a tenancy database if the breach was the result of the actions of a person using violence. Residents who have experienced domestic violence also have greater protection through QCAT, which can order that their personal information will 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

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 and 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

Student accommodation provider organisations

w apsaa.org.au

w studentaccassoc.com.au

Supported Accommodation Providers Association (SAPA)

w sapa.org.au

Property Owners' Association of Queensland (POAQ)

w poaa.asn.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

Accessing RTA forms

The RTA's forms can be obtained electronically or in person via:

• rta.qld.gov.au • 1300 366 311 (Mon – Fri: 8:30am – 5:00pm) • Level 11, Midtown Centre, 150 Mary Street, Brisbane



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



1300 366 311



RTA Web Services

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Podcast

Managing rooming accommodation in Queensland
Copyright © Residential Tenancies Authority
ISBN: 978-0-9804960-0-0

v3 Dec24

Disclaimer:

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 Residential Tenancies and Rooming Accommodation Act 2008.

