



**AUSSIE  
RENTERS**

# **Booklet for Tenancy**

**Always Start with the End in Mind**

**Queensland**

*Residential Tenancies and Rooming Accommodation Act 2008*

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We refer to all residential rental managers including the lessor and/or the lessor’s agent as the **landlord** throughout our documents.

# Beginning your Tenancy - the Aussie Renters way

## Looking for a property

There are many websites available to help with your search for a property. Once you have found a property to live in, screen shot the images from the Internet. In the event of a dispute, these images can be valuable. How many times do you select a decent looking house on the net and find that it is older and really nothing like the pictures. Save them using our **TERMS** and link them to your **master file note register** for easy retrieval. We have explained the process in our **Help File** if you do not know how to screenshot.

You know what you are looking for. By making a list of things you want from the property you can then tick them off when you have worked out what is suitable for you to rent. For example, you love birds, the bush, peace and quiet as well as a modern reliable property where everything works and is close to the shops/takeaways. The latest move ticks all the boxes except no one thought of a major highway being a stones throw away or the general size of the kitchen or bedrooms, as only adults live in the house, not children.

If these types of things are important, write it on the list at the end of the document, and make sure the property you are looking at suits your needs. You might find if you drive 5 minutes down the road there is another property more suitable to your needs and the extra difference means nothing to you. But if being close to work is a priority, in a major city the 5 minutes can mean 30 minutes in peak hour traffic.

Download as many applications available, if the property is suitable to your needs, take the time to complete the application or at least know what the landlord requires from you to make an application.

Scan and store your identification required and any additional documents required to support your application. As you start the application process, you can provide the supporting documentation by printing a copy, when required.

Each application can be printed with supporting documents printed and clipped together, ready to hand to the landlord at the inspection and if you change your mind, you can use the printed documents for the next written application. The supporting documents can be uploaded and attached to an email to the prospective landlord.

Online applications can leave you vulnerable to spammers, cold callers, debt collectors etc as they can gain your personal details from some of these websites. Please check the terms and conditions as well as their privacy statements prior to placing your personal details and documents online.

Once again, see our **Help File** for instructions.

## Legislation with Explanation (Aussie Renters)

## Looking at the landlord's behaviour and actions

While looking for a property read each advertisement and pay attention to what the landlord expects from you. If they state the electric gate will not be fixed then you know it will not be repaired. Can you ring the landlord and make an individual viewing? Did the Internet state the inspection will be conducted this date and time with no consideration for the prospective tenant? Will your new landlord be flexible or are you slotted in, fitting with their business practices?

Did you attend an "open house" inspection in a vacated property or were the tenant's valuable personal items in the house? When you decide to leave a rental property, is the landlord going to conduct open houses while you are packing, while your property is in full view of complete strangers? How did the landlord conduct himself or herself at this inspection? Were the current tenants present? Did the landlord allow you to inspect the property outside the permitted times?

Ask the prospective landlord how rent is to be paid (look for a fee free response) and enquire how many other properties they manage in the area. If they manage a few, they will examine your property from the outside every time they drive past. When looking for a peaceful property to live in, examine everything from the outside too.

Looking closely at the prospective landlord will assist you dealing with them and remember it might be for a few years. If you do like the way they are conducting business with the current tenant then try to do business with them!

**Story time:** Desperate for a property that would allow dogs, I made the fatal mistake of accepting a tenancy agreement with Landlord Watch Australia - 2014 Rotten Realtor. Dark and late, after work and at dinner time, the property manager arranged for me to inspect the property. Great, this one is alright, so far. Next thing you know, she bangs on the front door, I noticed the smell of dinner being cooked. The tenants had no idea of an inspection, The look of startled and annoyance on their faces. The tenants were extremely polite and permitted the inspection, while I barely looked due to intruding, big mistake.

Alarm bells and red flags should have been flapping!! Moving into this property turned out to be the biggest mistake I have ever made renting. Years later, I read the published story (the links below) and realised this property manager was using the exact same MO with all her tenants, no one escaped her escapades excluding the bed bugs!

Read the series posted on Bad Landlord Australia:

[Part 1: Fraudulent Condition Reports](#)

[Part 2: Keeping tenants browbeaten](#)

[Part 3: Bedbugs](#)

[Part 4: Two sides to every tale](#)

The interesting part of this is, the response. The unit I was renting was also freshly painted, more so after I told them what she was doing was not good enough, to come and PAINT THE ENTIRE ROOM! New carpets were laid in my dwelling and the oven was replaced, never fixed in place creating a giant hazard. According to the PM all were being painted with the ovens being replaced due to the age of the property. Personally, I found this PM the worst I have ever encountered and I fully understand what this tenant must have been suffering dealing with this woman. The experience created the first database to keep a record on her and now I have turned it into Aussie Renters.

## Looking at the property

Always check out what works during the inspection. Moving in and having your first shower is not a good time to discover there is no water pressure, better still, the place has a water saving device as the showerhead.

Check the water pressure, switch the oven light on and have a quick look in. Turn any ceiling fans on, quickly just to check and see if they work, same with the lights and make sure you open the curtains and/or blinds to see if they work without issues. If there is no window coverings, see if there are any screw or nail holes, maybe a replacement is not organised...

Be suspicious if the power is turned off and you cannot switch things on. Open, close and check as much as possible. Smell the air, see if it's been closed up or had fragrances added to cover up any odours or mould.

Viewing vacant properties that are not maintained means no one else was interested in it or the applications were not good enough for the owner or the landlord/estate agent. For instance, while inspecting a two year old vacant property, the grass is up to your knees, weeds throughout the entire gardens, stains on the carpet and a hole in the wall, do you ask the landlord if these will be cleaned and repaired before you occupy the premises? If the grass is that long, the property has been vacant for a while and I think you know the answer without asking the question.

When you have found your new home, organise the mail to be redirected. It is another expense but a worthwhile one. The process will take 3 days to take effect and if Residential Tenancies Authority (RTA) send any paperwork to you, it will be redirected, instead of going to your old address. **Please note:** Queensland tenancy law requires you to supply your forwarding address and if you have any mail from the previous tenant, give it to the landlord.

### [Australia Post redirection](#)

### [Change of address letter \(Aussie Renters\)](#)

## Long term tenancy, a thing of the past?

Consider long term tenancy (2 years or more) if you believe the property is right for you and your family. After living for 5 years in two different properties (one with a fixed agreement signed every year and the current property, rolled over to periodic 4 years ago) the security of staying in the property for years made my life less stressful. If I knew I was going to there 5 years I would have established my vegetable and herb gardens (depends greatly on the landlord) at the beginning.

The utility companies offer better deals and depending on you contract. Cheaper electricity or NBN are offered for a year or two contracts. If you get an unreasonable/difficult real estate agent and you are evicted for no reason after your 12 month agreement is up, what do you do about NBN and the cancellation fees?

Stability is a better way to live and if the landlord seems to be a good one, consider fixing yourself in for a few years, it just might win you the property over the other applications.

# Tenancy Agreements – the business side

## Signing a tenancy agreement

- Read the Special Conditions and query anything you do not understand. If the landlord requires you to have the property professionally cleaned and the carpets professionally cleaned, refer to the current legislation regarding prohibited terms and request a copy of the previous tenant's receipt for any cleaning or pest control conducted prior to you moving in.
- The landlord must offer the tenant two ways of paying rent free of charge. The approved ways of paying rent must be in accordance with s. 83(4) of the Act and the tenant must agree in writing if a "rent agreement" is arranged to pay rent differently. There are additional fees charged by third party finance companies (website based) and you provide these companies permission to debit your bank account or credit card, to pay the rent on your behalf.

### Section 83 How rent is to be paid

- (1) The tenant must pay the rent in an approved way.
- (2) If an approved way for payment of rent is stated in the agreement, the tenant must pay the rent in the way stated.
- (3) However, if, after signing the agreement:
  - (a) the lessor or tenant gives to the other party a written notice stating an approved way, or a different approved way, as the way in which rent is required, or is proposed, to be paid; and
  - (b) the other party agrees in writing (the rent agreement) to payments of rent being made in the way stated - the tenant must pay the rent in the way stated while the rent agreement remains in force.
- (4) Rent is paid in an approved way if it is paid by:
  - (a) cash; or
  - (b) cheque; or
  - (c) deposit to a financial institution account nominated by the lessor; or
  - (d) credit card; or
  - (e) an EFTPOS system; or
  - (f) deduction from pay, or a pension or other benefit, payable to the tenant; or
  - (g) another way agreed on by the lessor and tenant

### Section 84 Tenant must be given choices of approved ways for payment of rent and be advised about associated costs

- (1) This section applies to a lessor or lessor's agent that intends to:
  - (a) enter into an agreement with a tenant that provides for the payment of rent by an approved way under section 83(4)(g); or
  - (b) change an approved way to a different approved way under section 83(4)(g).
- (2) The lessor or lessor's agent must first give the tenant a written notice that:
  - (a) gives the tenant a choice of at least 2 other approved ways for the payment of rent under section 83(4)(a) to (f); and
  - (b) advises the tenant of the costs associated with the approved way offered under section 83(4)(g):
    - (i) of which the tenant would not reasonably be aware; and
    - (ii) that the lessor or lessor's agent knows or could reasonably be expected to ascertain.

### Section 172 Incentive amounts prohibited

The lessor or lessor's agent must not ask for or receive from the tenant or anyone else an amount for entering into, extending or continuing the agreement, other than an amount for rent, a rental bond, or other amount required or permitted to be paid under this Act.

Maximum penalty - 40 penalty units

## Holding Deposit or fees

If the property is not available for tenancing immediately, the landlord may request a holding deposit or fee to secure the property. The landlord may require up to 2 week's rent as the fee and there are no restrictions on how much can be charged and required immediately!

### Things to remember

- A holding deposit or fee can be requested either before or after the agreement has been signed. If it is before the agreement is signed, you have an option period of 48 hours where you can advise the landlord you do not wish to take the property and request a full refund, paid **within three (3) days**. However, if you do not advise them, do not expect your money to be refunded.
- The landlord **may require up to 2 week's rent** as the fee and there are **no restrictions** on how much can be charged and the holding deposit must be applied to the rental bond and if the bond is paid, the deposit must be paid towards rent.
- You must be given a receipt immediately after making this payment. For a proactive approach, produce our **Deposit receipt**, print a copy and request a signature from the landlord for the money received.
- Ensure there is a “fee free” way of paying your rent, so you do not incur additional costs for paying rent.

### Section 161 Rights and obligations about holding deposits

- (1) A holding deposit paid to or for a prospective lessor of residential premises is forfeited to the prospective lessor if:
  - (a) the prospective tenant does not, within the option period:
    - (i) exercise the option to enter into an agreement for the premises; or
    - (ii) notify the prospective lessor of the intention not to exercise the option; or
  - (b) having exercised the option, the prospective tenant fails to take all necessary and reasonable steps to enter into the agreement.
- (2) If the holding deposit is not forfeited but the agreement is not entered into, the prospective lessor must refund the deposit to the prospective tenant within 3 days after the prospective tenant notifies the prospective lessor of the intention not to exercise the option.
- (3) If the holding deposit is not refunded, it may be recovered by the prospective tenant as a debt owing by the prospective lessor to the tenant.
- (4) If the prospective tenant exercises the option, the prospective lessor or prospective lessor's agent must take all necessary and reasonable steps to ensure the prospective lessor enters into the agreement.  
Maximum penalty - 20 penalty units.
- (5) If the agreement is entered into:
  - (a) the holding deposit must be applied in full or part payment of the rental bond for the agreement; and
  - (b) if an amount remains from the deposit after payment of the rental bond - the amount must be applied in payment of rent.
- (6) Sections 24 and 25 apply to this section as if a reference in the sections to the lessor were a reference to the prospective lessor

Be certain you want to live in this property as changing your mind does not automatically guarantee your holding deposit being returned. However, if the landlord does not disclose particular information about the property, for example, the property is for sale then you can cancel the tenancy agreement and expect your holding deposit to be returned.

## Ask questions and gather all documents

The tenancy agreement may have addendums and appendices that have additional requirements for your tenancy and what to do when you leave.

### Things to do

- If you are unsure about anything on your tenancy agreement, ask the landlord as they are required to explain everything to you.
- Request a photocopy of the signed agreement to take home immediately.
- Request a copy of the signed agreement to be emailed.
- Receive a copy of the information statement providing further information about the property.
- Receive a copy of the body corporate by-laws, if applicable.
- If paying a holding deposit or fee, request a receipt to take home immediately.

### Section 307 Notice of intention to leave if premises being sold

- (1) The tenant may give notice of intention to leave the premises to the lessor or lessor's agent if either of the following happen within 2 months (the prescribed period) after the start of the agreement:
  - (a) the premises are advertised for sale;
  - (b) the lessor or lessor's agent enters the premises under section 192(1)(f) to show the premises to a prospective buyer.
- (2) However, subsection (1) does not apply if the lessor gave the tenant written notice of the lessor's intention to sell the premises before the agreement was entered into.
- (3) A notice of intention to leave under this section must be given not later than 2 weeks after the end of the prescribed period.
- (4) A notice of intention to leave under subsection (1) is called a notice of intention to leave for intention to sell

All the documents listed above can be scanned and stored in your **Aussie Renters TERMS** folder linking it to your **master file note register** or use our **TERMS App** recording a **Note** of items received or not received, take a picture then link it to your **master file note register** when the **File Note** arrives via email. Always start with the end in mind.

## Bond, rent in advance and the keys or devices

The tenancy agreement **must be signed** before the bond and advance rent money is paid to the landlord. If you paid the bond directly to the bond authority then make sure you take the evidence with you. You can lodge your bond online by completing the paperwork, scanning it and lodge (upload) it with RTA. Once you receive BPAY details from them, you must lodge the bond in one payment.

Bond is required as security or financial protection and is held with the RTA for any costs that the tenant may be liable for at the end of the tenancy, if they breach the agreement. It is also security for any damage costs/outlays the owner may incur or be at a loss, due to the tenant's negligence, breaching the agreement. General wear and tear is to be taken into consideration when you apply for your bond to be refunded.

### Section 111 Meaning of rental bond

- (1)(b) intended to be available for financial protection of the lessor against the tenant breaching the agreement.



Prior to receiving the keys and devices, the bond and rent in advance must be paid. Depending on how you wish to pay the rent, it may make a conflict of the 'being in advance' rule. For instance, the landlord requires the rent to be a minimum of one week in advance at all times and your pay is fortnightly. If you are paid within the first week you move in, start the fortnightly rent payments immediately. If you are paid the week after, the majority of the rent paid in advance will be used and now your rent is a few days in credit/advance.

Many people forget the rent paid in advance is debited during the first week and at the end of their tenancy, believe their rent payments are still two weeks in advance therefore decide to stop paying the rent at this point.

To be completely aware of the day you are paid until, make a written request for your rent payment record and ask for the copy to be provided within 7 days.

### Things to remember

- Bond can be paid online directly to RTA. You will need your receipt (evidence) to show the landlord.
- If paying directly to landlord:
  - Check the bond lodgement form thoroughly before signing it and ask for a copy.
  - If you paid in cash, receipts for your bond and rent in advance must be given to you immediately, unless recorded in the tenancy agreement.
- A copy of the tenancy agreement (signed by all parties) must be given to you or provided immediately after occupation.
- Entry Condition Report (Form 1a).
- Take a picture of the keys and devices provided on top of any documentation signed by tenants as received, even if it is just an envelope.

### Section 65 Condition report at start of tenancy

- (1) This section applies to a lessor or lessor's agent if the terms of the agreement are required to be in writing.
- (2) The lessor or agent must on or before the day the tenant occupies the premises under the agreement:
  - (a) prepare, in the approved form, a condition report for the premises and any inclusions; and
  - (b) sign the report; and
  - (c) give a copy of the report to the tenant.Maximum penalty - 20 penalty units.
- (3) The tenant must, within 3 days after the tenant occupies the premises under the agreement:
  - (a) sign the copy; and
  - (b) if the tenant does not agree with the report - show the parts of the report the tenant disagrees with by marking the copy in an appropriate way; and
  - (c) return the copy to the lessor or agent.Maximum penalty - 20 penalty units.
- (4) However, if the lessor or agent has not given a copy of the report to the tenant before the tenant occupies the premises, subsection (3) applies to the tenant as if a reference to occupying the premises were a reference to receiving the copy.
- (5) If the tenant returns the copy of the report to the lessor or agent under subsection (3), the lessor or agent must make a copy of the report and return it to the tenant within 14 days.  
Maximum penalty - 20 penalty units.
- (6) The lessor or agent must keep, at least until 1 year after the agreement ends:
  - (a) the signed copy of the report returned to the lessor or agent by the tenant; or
  - (b) if the tenant does not return a signed copy - another copy of the report.Maximum penalty - 20 penalty units.

## Section 112 Meaning of maximum rental bond

- (1) A maximum rental bond, for a residential tenancy agreement, is an amount equal to the rent payable under the agreement for the period of:
  - (a) for moveable dwelling premises:
    - (i) if the tenancy is a long tenancy (moveable dwelling) and electricity supplied to the premises is supplied in the lessor's name and individually metered: 3 weeks; or
    - (ii) otherwise - 2 weeks; or
  - (b) for other premises - 4 weeks.
- (2) A maximum rental bond, for a rooming accommodation agreement, is an amount equal to the rent payable under the agreement for the period of 4 weeks.

Note: See section 146 for an offence of requiring or accepting more than the maximum amount for a rental bond

At this point, we highly recommend you go directly to the property and check all the keys work as well as any remote controls or security codes/locks. The best time to take pictures is while the place is completely empty and the sun is shining. Take 30 minutes to check the place over and take photos of anything you wish to report on. If you cannot visit the property immediately, then try to be there 30 mins before the first load of furniture arrives.

### TERMS App

*Download a copy of our App and use it to record your Entry! We will send you an introductory letter addressed to the landlord, our **Independent Entry Condition Report** along with images for the landlord and a separate **Tenant Report** detailing all the issues you found with the property. The **Entry Package** can be purchased for \$40 however the use of the App to record your interactions with the rental property is free to use!*

### Condition and issue worksheets

*Download our **Aussie Renters TERMS Folders** and in the **Entry** folder, you will find a **worksheet** for every room. Note you issue with the room then drag and drop up to 3 images to make your own tenancy report, all uniquely numbered making it easy for you to refer to a particular image immediately. We offer a free introductory letter too and it can be generated from our website.*

If you are time poor, do a quick check, tagging the issues with a Post-It Note. You can name the bedrooms too, sticking a post-it note on the doorframe. Once you have checked everything, take pictures of the tagged items. The condition report can be completed later and as you have an idea as to how many issues there are, you can set aside the right amount of time to complete the authorised, official report.

### Things to do to help protect your bond

Once you have signed the tenancy agreement, get on the internet and download a copy of the advertisement for your new home. Screenshot every advertised picture and expand the ad to show the “benefits” that go with the property.

A previous rental property my family lived in for 2 years, advertised a swimming pool for the community complex however it was not going to be built for 3 years!

## Early into your tenancy

### Complete and return the report

The **Entry Condition Report (Form 1a)** is extremely important and is relied on as evidence, in the event of a bond refund dispute. You must follow the directions given in the legislation to ensure its use in supporting a dispute. Please take the time to record any issues with the property and if possible, without your personal property in the photographs, so it clearly shows walls and floors etc.

For example, if you move into a grey house with grey walls and grey carpet and the landlord noted the walls are yellow and the carpet is brown, it might be worthwhile writing a note immediately on the report. That goes for any exhaust fans in the second toilet noted as clean, undamaged and working while it does not exist, or the door-stoppers left out of the pictures. We recommend noting these discrepancies on your file note as these type of notations could be due to the landlord completing the entry condition report from pictures, either the previous tenant's or possibly by another agent giving them a hand!

### Things to do to help protect your bond

- Return your completed signed entry report to the landlord within 3 days
- Take pictures of the property, preferably empty

### Bond number

A bond number is issued immediately when depositing it directly with RTA however if your bond has been paid to the landlord, a receipt will be sent once your rental bond deposit has been lodged with the RTA. Please ensure you make a note of this number and generate a **file note** or record it on your **1 Bond | Lease | Rent Cover**.

### Section 116 Duty to pay rental bond

- (1) A person receiving a rental bond must, within 10 days of receiving it:
  - (a) pay it to the authority; and
  - (b) give the authority a notice, in the approved form, about the rental bond.Maximum penalty: 40 penalty units.
- (2) Subsection (1) does not apply to a person to whom section 117 or 118 applies

## During your Tenancy

### Record everything

Scan, save, link and file all your documents and record all the information on **file notes**. Start your tenancy with the end in mind as it is easier to locate any necessary documents if they are organised.

### Inspections

Periodic inspections are a way of checking the property for damage or repairs. We do not always enjoy them because you never know what the landlord will say regarding the general state of the property.

The landlords are governed by strict rules regarding picking things up and opening cupboard doors. They are there to check the property has no holes in the wall and is clear of rubbish, lawns mowed etc. They are not there to peek into your personal life and we recommend that you have someone in attendance at the inspection, following them around the inside of your house, taking pictures of anything that maybe an issue.

During the inspection, the landlord may request you fix an item or an issue. Our **Approve repairs letter** makes a formal request seeking permission to conduct the repairs. Always take a picture of the requested repair, for your records and to display in the letter.

### Section 193 Notice of entry

- (1) The lessor or the lessor's agent may enter the premises under section 192(1)(a) to (i) only if:
  - (a) the lessor or agent has given notice of the proposed entry (the entry notice) to the tenant; and
  - (b) the entry notice is in the approved form; and
  - (c) the entry notice is given:
    - (i) for an entry under section 192(1)(a) if the tenancy is not a short tenancy (moveable dwelling): at least 7 days before entering the premises; or
    - (ii) for another entry - at least 24 hours before entering the premises.  
Example for another entry under paragraph (c)(ii):  
If the lessor or agent hands the tenant an entry notice at 2.30p.m. on a Tuesday, the lessor or agent may enter from 2.30p.m. on the Wednesday.
- (2) An entry under section 192(1)(k) or (l) may be made without giving the tenant notice of the proposed entry.
- (3) Despite subsection (1), the lessor or agent may enter the premises under section 192(1)(b), (d) or (e) without giving the entry notice if it is not practicable to give the notice because of:
  - (a) the remoteness of the premises; and
  - (b) the shortage in the general area of the premises of a suitably qualified tradesperson or other person needed to make the repairs or carry out the maintenance.
- (4) Also, despite subsection (1), for premises that are a site only, or a site and a caravan, or a site and a manufactured home, in a moveable dwelling park, the lessor or agent may enter the site under section 192(1)(b) to carry out maintenance of the site without giving the entry notice if:
  - (a) the agreement states:
    - (i) the frequency with which the entry is required for carrying out the maintenance; and
    - (ii) the conditions under which the entry may be made; and (b) the entry is made under the agreement.

### Section 195 When lessor or lessor's agent may enter

- (1) An entry under section 192(1)(a) to (i):
  - (a) must be made at a reasonable time; and
  - (b) unless the tenant otherwise agrees, must not be made on:
    - (i) a Sunday or public holiday; or
    - (ii) another day after 6:00 pm or before 8:00 am

- (2) However, for an entry under section 192(1)(b), (d) or (e), subsection (1)(b) does not apply if it is not practicable to comply with that provision because of:
  - (a) the remoteness of the premises; and
  - (b) the shortage in the general area of the premises of a suitably qualified tradesperson or other person needed to make the repairs or carry out the maintenance.
- (3) Unless the tenant otherwise agrees, an entry under section 192(1)(a) may not be made less than 3 months after a previous entry by the lessor, or the renting or a secondary agent, under section 192(1)(a).
- (4) The lessor or lessor's agent may enter the premises under section 192(1)(f) only if a reasonable time has elapsed since a previous entry by the lessor, or the renting or a secondary agent, under section 192(1)(f).
- (5) The lessor or lessor's agent may enter the premises under section 192(1)(j) only at a time agreed with the tenant

## Renewing your tenancy agreement

Advise your landlord towards the end of your lease if you wish to renew your tenancy agreement. If you are happy to go onto a periodic lease, do nothing and see if the landlord requests the lease to be renewed. Many landlords are now advising to renew the agreement within two weeks or expect your lease to be terminated.

Periodic agreements may need to be negotiated. If the landlord notifies you about the re-signing of the lease, we recommend attempting to negotiate a periodic agreement but understand you may not be able to have this type of agreement. The owners insurance may require the tenant to be on a fixed term tenancy agreement to cover them in the event of a claim. Their insurance may be void if the tenancy agreement is a periodic.

If the landlord does not give you a notice to leave and you are not asked to renew your lease, you move to a periodic lease. The details listed on your previous fixed term tenancy agreement must stay the same in accordance to s. 70(2) of the Act.

Take the time to read any renewal agreement, as it is legal and binding. Inspect the paperwork to ensure no additions have been added to your agreement from the previous one as well as check the dates are correct, example: Monday 30/05/2016 to Sunday 28/05/2017.

## Rent increases

Rent increases are not valid during the fixed term agreement period unless noted on the tenancy agreement and the amount or calculations must be clearly shown. Once this increase has occurred, the next increase must be at least six months from the previous increase.

The rent increase does not take effect unless the notice is given at least 2 months before the increased rent is paid and payable on the date stated on the written notice.

If you believe the increase is excessive, you can apply at Queensland Civil and Administrative Tribunal (QCAT) and have the Tribunal decide if the increase is too much for your property. You will need evidence to back your claim (rent is excessive) and we offer our **Evidence Gathering booklet** and the **Ending Tenancy Worksheet**. The booklet explains how to gather it by using the Internet and the worksheet provides a place to store your findings.

## Repairs needed

Scan, save, link and file all your documents and record all information on the relevant file notes. Make a **new file number** for each issue or repair and every **file note** will have this number written on it until the issue has been remedied. Use our **TERMS app** to generate a repairs or maintenance letter.

If you damage anything, you must report it to the landlord and organise to have the damages repaired. The landlord may wish to inspect the damage as well as the repairs, so ensure you permit them to do so. Use our **Tenant damage letter** to report this information.

If the repairs are urgent or are an essential service then follow the legislation to have the problem resolved urgently. We offer a range of urgent repair letters with follow-ups and a breach letter to help with these issues.

### Section 214 Meaning of emergency repairs

Emergency repairs are works needed to repair any of the following:

- (a) a burst water service or a serious water service leak;
- (b) a blocked or broken lavatory system;
- (c) a serious roof leak;
- (d) a gas leak;
- (e) a dangerous electrical fault;
- (f) flooding or serious flood damage;
- (g) serious storm, fire or impact damage;
- (h) a failure or breakdown of the gas, electricity or water supply to premises;
- (i) a failure or breakdown of an essential service or appliance on premises for hot water, cooking or heating;
- (j) a fault or damage that makes premises unsafe or insecure;
- (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of premises;
- (l) a serious fault in a staircase, lift or other common area of premises that unduly inconveniences a tenant in gaining access to, or using, the premises

### Section 218(2) Tenant may arrange emergency repairs to be made or may apply to the tribunal for an order about the repairs

- (1) This section applies:
  - (a) if:
    - (i) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises or inclusions; or
    - (ii) the repairs are not made within a reasonable time after notice is given; and
  - (b) if the residential tenancy is not a short tenancy (moveable dwelling).
- (2) The tenant may:
  - (a) arrange for a suitably qualified person to make the repairs; or
  - (b) apply to a tribunal under section 221 for orders about the repairs

### Section 219 Costs of emergency repairs arranged by tenant

- (1) The maximum amount that may be incurred for emergency repairs arranged by the tenant is an amount equal to the amount payable under the agreement for 2 weeks rent.
- (2) The tenant may require the lessor:
  - (a) to reimburse the tenant for any amount properly incurred by the tenant for the repairs; or
  - (b) to pay the amount properly incurred for the repairs direct to the actual repairer.
- (3) The requirement must:
  - (a) be made in written notice given to the lessor; and
  - (b) be supported by appropriate documents about the incurring of the amount; and
  - (c) state that, if the lessor does not comply with the requirement within 7 days after receiving the notice, the tenant may apply to the tribunal for an order about the reimbursement or payment of the amount

## Reasonable peace, comfort and privacy

Simply put, the landlord is not to 'interrupt' your living in the property. Turning up at the property unannounced, drivebys and sending texts to tell you to mow the lawn, asking the maintenance person to report back after repairs, all the way down to lingering around after an inspection. This behaviour is considered to be imposing on your reasonable peace, comfort or privacy.

Our **TERMS App** has a designated dropdown to help gather every interruption of your peace, comfort and privacy. By recording every interaction, you can build an accurate list of all the disruptions and use the data to address the issue with the landlord or use it to back up any breach notice issued. We have not composed a letter on this topic at present however, if you have a particular problem with your landlord, please let us know and we will design a letter for you.

### Section 183 Quiet enjoyment

- (1) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (2) The lessor or lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.  
Maximum penalty for subsection (2) - 20 penalty units

## Ending your Tenancy

### Break lease agreements

Unexpected things crop up and for many reasons, a tenancy agreement can be terminated. You should negotiate this break lease agreement with your landlord. No matter how easy the landlord accepts your break lease agreement, always do your homework and try to keep an eye on the situation.

Promote the property on social media at the same time. Facebook has local groups set up to assist with the advertising of a break lease situation. For instance, ask people who showed interest in the property on Facebook, if the landlord responded and if they inspected the property. This will help you gauge whether your landlord is being proactive or laid back about your situation. Use our [Ending Tenancy Worksheet](#) to help gather additional evidence to support your break lease situation. Purchase a copy of our [Break Lease booklet](#) for further assistance.

We have heard of people being instructed to pay \$55 for a smoke detector test. If this is requested, ask for the previous tenant's copy of the paid receipt/tax invoice for this service being conducted. You want evidence that it was checked, the same way prior to you occupying the property.

Please be aware the landlord will place a hold on your bond if new tenants cannot be located prior to you vacating the property. Many do not supply your forwarding address to RTA, so if a dispute is lodged claiming your bond money, you may not know because the paperwork was sent to your recently vacated address. Please be aware it is legislated that you must provide your forwarding address to the landlord.

The hold on your bond allows it to be in limbo, for months. If your bond lodgement (form 2) is not given to you to sign (completed in full) then be suspicious of their actions. Check with the RTA and see if the **bond lodgement (form 2)** has been processed without your signature. Ask what you should do to protect your bond and check they have your correct mailing address and a contact phone number.

### Vacating the property

You may give as little as 7 days notice depending on your situation. Our [Legislation with Explanation](#) section will provide more information about moving as well as numerous links to various government and non government websites.

If you are paying your rent via a rent payment scheme, remember to cancel it at least **four (4) weeks** prior to vacating otherwise additional payments may be made. Getting your money back can be difficult, more so if the tenancy agreement has expired and the bond refund processed.

Always make a written request for a copy of your rent payment record (ledger) and check it thoroughly ("rent paid until" dates too) ensuring all payments made are noted as received.

### [Legislation with Explanation \(Aussie Renters\)](#)



## Expect inspections

Inspections can be a nuisance when unexpected and unprepared. Prospective tenants can be shown the property once notice has been given however the landlord must provide an entry notice giving 24 hours notice.

The inspections **cannot** be conducted **before 8.00 am or after 6.00 pm** and it **cannot** be on a **Sunday or public holiday**. The landlord is permitted to show the premises to prospective tenants, a reasonable number of times after the intention to leave or termination notice has been provided and you must be provided 24 hours written notice each time. If you believe the inspections are becoming too much, do not permit them. Expect reasonable peace, comfort or privacy in your premises!

Use our **Ending tenancy worksheet** to gather your own intel when exiting the rental property, it may give answers if called upon during a hearing at the Tribunal.

We recommend open houses are avoided as they leave your personal property exposed to strangers and theft. Insurance claims may be rejected as you gave permission for the open house inspections. Landlords have sufficient time to conduct as many open houses as they want after you have vacated the property.

If you have been in a domestic violence situation, your personal safety is paramount and pictures on the Internet identifying your personal property could make your location identifiable. While on this subject, please do not accept a break lease fee or the requirement for replacing tenants, if you have a Protection Order. Process our **Protection Order letter** and make an urgent application at your local Tribunal. The letter presents your situation to the landlord along with a **revised tenancy agreement** that provides a place for all parties to sign, including the owner.

Your landlord may or may not accept your change of circumstances due to the Protection Order and allow you to move on without the intervention of the Tribunal. To assist with this situation, we have prepared additional information to help navigate your way through these different court environments.

## Domestic and Family Violence (Aussie Renters)

### Returning the keys and final inspection

If any damage happens to the property whilst you have the keys in your possession, you will be held liable. At the same time, if you have returned the keys and a storm whips up, covering the windows with debris then you would not be liable for cleaning the windows again. The legal reference used for returning the property to the landlord is “vacant possession” and when the keys are returned, vacant possession has been given to the landlord.

If you have paid additional rent and vacant possession has been given before the rent expires, you cannot go back to the property and fix the gardens up simply because you

have paid additional rent. Ensure your property is clean, tidy and undamaged, inside and out before you return the keys as this is your official final day tenancing the property.

Before returning the keys and devices to the landlord, use our **TERMS App** to generate the **Keys returned receipt**. Take a picture of all the keys and devices and this will appear on the receipt. Make sure the devices are turned on to prove they are in working order. Allow 24 hours for the **Keys returned receipt** to be emailed to you. Print a copy and take it with you when returning the keys, requesting a signature from the landlord. Rent can be charged after you vacate the property if the keys have not been returned, on time.

The landlord is encouraged to complete the exit condition report in your presence. Please attend this inspection to explain any problems that arise and to discuss if you need to rectify any issues. Our **Final inspection kit list** will help with any issues that arise.

Expect to be given the bond refund form at the time of the inspection and if not, contact the RTA and seek their advice. Check to see if your landlord has processed the bond refund without your signature.

Another point to remember, the landlord cannot come up with new things every time they inspect the property. They are permitted to re-inspect the property if you have been given the opportunity to resolve the issues raised at the final inspection. The landlord cannot re-inspect, find new issues and request you fix them. Final means final, not revised, revisited or rechecked. However, if you have caused damage while repairing or fixing the property, you are liable for this too.

When vacating, our **TERMS App** provides a dropdown response for these new lists being presented to you. Record precisely what was given to you at the final inspection and help build a case if you need to fight for your bond refund.

## **Final inspection kit list**

The **final inspection kit list** has been put together to assist with your final inspection you will be attending and the idea is to fit it all cleaning products into a bucket (or two). By having everything on hand at the final inspection, you can resolve any issues the landlord may find. The products listed on the **final inspection kit list** are not recommendations, just ideas of what can be included to help with the final inspection wows.

Saying that, if the final inspection is conducted two weeks after vacant possession was given, do not vacuum the property again, clean the bathrooms as mould has appeared, mow the lawns and argue the windows were clean when you returned the keys! Dust will fly around an empty building and spiders move in when it is nice and quiet.

Make sure you have pictures on hand to show the property is in a clean and tidy condition when you vacated and the landlord will know then that you are protecting your bond refund. The legislation states the final inspection must be conducted as soon as possible after vacant possession has been given. Don't get tricked into re-cleaning a property because the landlord dragged their feet doing the final inspection.

## Bond refund process

The claim for **Refund of rental bond (Form 4)** must be completed in full with the amounts allocated to each tenant and landlord before you (or other tenants) sign the form. If you are releasing a partial amount, write the figures in the boxes otherwise write NIL for a full refund. Never sign a blank or partially completed form.

Take the form and process your claim online by scanning and uploading the document. RTA will acknowledge receiving the document or the form can be mailed to the address listed on page 2. RTA do not accept emails to process a refund. It is a fast process once your form is received, generally 2 to 3 days at most, if everyone agrees. The money will be paid into the nominated bank accounts.

### Things to remember

- The online services provide the landlord a place to process a full tenant bond refund without uploading the form.
- We recommend you seek confirmation from the RTA if your full bond refund has not been deposited in your bank account within 3 days
- Cheques are not processed by the RTA and you must provide a valid Australian bank account
- You **can** process the Refund of rental bond (Form 4) without the landlord's signature
- RTA's dispute process will be initiated if the form is received without all parties signatures

## Legislation with Explanation (Aussie Renters)

Aussie Renters have published this document offering free assistance to the public, in an attempt to help with your tenancy matters.

This document provides information about your legal rights and obligations as a tenant however we are not providing legal advice or opinions. The government and non-government organisation links are provided to assist with more complex tenancy matters and we urge you to contact these free organisations for assistance.

Aussie Renters make no representation as to accuracy, completeness, suitability or validity of any information on this site and will not be liable for any errors, omissions, or losses, injuries, or damages arising from its display or use. We make every effort to ensure all information supplied on our website is accurate and up to date by regularly checking our content.