



**AUSSIE  
RENTERS**

# **Legislation with Explanation Booklet**

**the process explained**

**Knowing your rights**

**Queensland**

Residential Tenancies and Rooming Accommodation Act 2008 (QLD)

# Legislation with explanation booklet

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## **A list of links**

Listed below are links to the different government and non-government agencies or other helpful websites that were found while researching your state.

[Application Forms \(QCAT\)](#)

[Bad Landlord Australia](#)

[Bond Disputes \(RTA\)](#)

[Decisions and cases \(QCAT\)](#)

[Department of Housing and Public Works \(Qld Govt\)](#)

[Dont Rent Me](#)

[DV Connect - Crisis Support Queensland](#)

[eLodgement \(QCAT\)](#)

[Fact Sheet \(Tenants Qld\)](#)

[Forms for general tenancies \(RTA\)](#)

[Homelessness Australia](#)

[Homes and housing](#)

[Indigenous Housing Programs \(Qld Govt\)](#)

[Legal and dispute support \(Qld Govt\)](#)

[National Tenancy Database \(NTD\)](#)

[Queensland Civil and Administrative Tribunal \(QCAT\)](#)

[Queensland Government \(Qld Govt\)](#)

[Queensland Statewide Tenant Advice and Referral Service \(QSTARS\)](#)

[Real Estate Institute of Australia \(REIA\)](#)

[Real Estate Institute Qld \(REIQ\)](#)

[Rent payment schemes \(CHOICE article dated 22 Aug 14\)](#)

[Rental bond \(RTA\)](#)

[Rental rights \(CHOICE article dated 22 Aug 14\)](#)

[Rental rights you didn't know you had \(CHOICE online dated 24 Nov 14\)](#)

[Renting tips \(RTA\)](#)

[Residential Tenancies and Rooming Agreement Act 2008](#)

[Residential Tenancies and Rooming Agreement Regulations 2009](#)

[Residential Tenancies Authority \(RTA\)](#)

[Tenant behaviour \(Qld Govt\)](#)

[Tenant Help](#)

[Tenants Queensland \(Tenants Qld\)](#)

[Your rights and responsibilities \(Qld Govt\)](#)

## Body corporate by-laws

The landlord must provide you with a copy of the applicable by-laws so you know what is and is not acceptable for 'harmonious living' in a complex or unit situation. Generally this is provided at the back of your tenancy agreement.

If you do not receive a copy when you moved in, request a copy and make a file note. The by-laws must be provided when you move in or **immediately** and it is an offence of the *Body Corporate and Community Management Act 1997*, not to supply them. Contact Residential Tenancies Authority on 1300 366 311 for further information.

For more information about by-laws, see:

[Body Corporate and Community Management \(Qld Govt\)](#)

[Body Corporate and Community Management Act 1997 \(Legislation\)](#)

## Bond and security deposits

*At the start of your tenancy, slowly build up a "record" of your history by recording the contact you have with any person connected to the rental property as well as your comments. This is not for the new landlord or estate agent, it is your evidence in the event of a bond refund dispute. By starting with the end in mind, you can prepare a strong case easily. We will show you how using our Tenancy Electronic Record Management System (TERMS)!*

Your bond money is a security deposit for costs, which you may be liable at the end of the tenancy, if you have caused any damage and there is a loss to the owner due to negligence or damage. General wear and tear is to be taken into consideration when you apply for your bond to be refunded. If you do not damage the property, kept your rent up to date and return it clean then you are entitled to a full bond refund.

The bond is paid in advance before receiving the keys to your new home. The tenancy agreement must be signed prior to you paying the bond money. You should **not pay more than 4 weeks** rent as bond.

Holding deposit or fee can be asked for if the property is being held for you, that is, moving in later due to property being built and not ready to move into. The deposit cannot exceed **may require up to 2 week's rent** as the fee however there are no restrictions on how much can be charged and you must be given a receipt immediately. The holding fee must be credited towards rent and to ensure this has been done, make a written request for a rent payment record.

You need your landlord's permission if you want to keep a pet on the premises. Your landlord cannot charge a pet bond as security for any damage the pet may cause however you are liable for any damage caused. If pets are approved, ensure the landlord provides the receipts for pest control and professional carpet cleaning as you need proof this was done prior to you occupying the property.

When you sign the tenancy agreement, the landlord must provide you with a tenant checklist sheet. The information sheet must be provided straightaway if the tenancy

agreement is in writing or otherwise **immediately** after moving in. Once again, if the landlord did not provide the information sheet, please make a file note.

When you move into your new home the rent must be kept in advance however the landlord cannot charge you more than the **not more than 1 month rent**. Rent in advance is usually paid at the same time as the bond and make sure you are given a rent receipt at the same time.

The landlord must forward the **bond money as soon as practicable or within 10 days after** it is paid. If you paid your bond to a real estate agent, they are permitted to pay your bond to RTA within 10 working days after the end of the month. **Please note:** the landlord cannot request any further security or bond because you did not comply with your tenancy agreement.

After the bond has been paid, the landlord must provide you with a receipt immediately, detailing your name, address and date the bond was paid. You can also request a copy of your rental record at any time as long as you do it in writing.

The landlord must inform you if the owner is:

- putting the property up for sale
- in a contract
- if the mortgagee is taking action against the owner

At the same time, they must not induce you into signing your agreement or make any false, misleading or deceptive or conceal anything. If so, you can make a request to terminate your tenancy agreement. Please read our section on Rent Payment Options before signing the tenancy agreement.

Also see:

[Acknowledging receipt of rental bond \(Legislation\)](#)

[Bond lodgement form 2 \(RTA\)](#)

[Duty to pay rental bond \(Legislation\)](#)

[Giving, signing and keeping written agreement \(Legislation\)](#)

[Lessor must give documents to prospective tenant \(Legislation\)](#)

[Meaning of maximum rental bond \(Legislation\)](#)

[Meaning of rental bond \(Legislation\)](#)

[Period lessor or lessor's agent must keep agreement \(Legislation\)](#)

[Receipts and other records \(Legislation\)](#)

[Restriction on amounts that may be taken from prospective tenant \(Legislation\)](#)

[Written agreements required \(Legislation\)](#)

## Bond refunds

*At the start of your tenancy, slowly build up a "record" of your history by recording the contact you have with any person connected to the rental property as well as your comments. This is not for the new landlord or estate agent, it is your evidence in the event of a bond refund dispute. By starting with the end in mind, you can prepare a strong case easily. We will show you how using our Tenancy Electronic Record Management System (TERM)!*

Moving is a major stress at the best of times. Finding another property to live in, cleaning the current home, moving your furniture, settling into the new home and

then claiming your bond refund. If you have never had an issue with this part of moving then you will not be surfing the net in an attempt to find information to help you with getting all of your bond back.

If any damage has been caused to the property other than fair wear and tear, the landlord can claim the repairs from your bond however they must provide you with the quotes or invoices for these claims. They can also claim cleaning, the replacement of locks or other security devices if keys/devices are not returning, in a working order and any rent outstanding.

Be careful about your intentional actions within the property too. For example, you moved into the rental property 5 years ago and hammered nails in the walls to hang your pictures. The signed tenancy agreement states you cannot put holes in the walls to hang pictures and if you do so, a professional painter will be required to repair and paint the walls at \$170 per wall.

Years later you vacate the property, patching the holes with a bit of putty filler and a drop of colour matched paint, cleaned it meticulously inside and out and returned it in *'as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted'* in accordance to the Act. Now your landlord wants your bond money to compensate the owner for having hire a professional painter to paint the property as every wall has been damaged, intentionally.

Who would win this matter if the tenant must not *'maliciously damage, or allow someone else to maliciously damage to the residential property'*?

The majority of claims to your bond money can be considered *'fair wear and tear'* and you would think the owner would want to maintain their property, so after 5 years you could argue the walls needed repainting but at whose expense. The outcome would be better if you had pictures showing the walls were patchy when you moved in but the same attitude should not apply if the walls in the house were beautifully painted.

### **If you agree with the landlord**

The claim for **Refund of rental bond (Form 4)** must be completed in full with the correct dollars written in before you and/or the other tenants sign it. Never sign a blank or partially completed form.

Take the form and process your claim by scanning and submitting it online or mailing it to the address listed on page 2 as RTA do not accept emailed bond refund forms. Your refund will be processed within 2-3 days and is paid into the tenant's nominated Australian bank account. Please ensure your bank details are correct as cheques are not issued.

### **If you disagree with the landlord**

Download a **Refund of rental bond (Form 4)** from the Internet and submit your bond refund form without the landlord's signature by uploading the document online. Residential Tenancies Authority will notify the landlord that you are claiming your bond money.

The landlord will have to apply to the Residential Tenancies Authority within **14 days** of receiving written notice that the bond is in dispute and respond to the RTA. If

the landlord does not comply with this requirement, the bond refund will be processed and paid **within 14 days**.

If the landlord submits the Refund of rental bond (Form 4) before you, then you will have to dispute their claim within 14 days otherwise RTA will pay the bond money to the landlord.

Our **Bond Refund Dispute letter** can be processed when you put the bond into dispute or when you receive notification that the landlord has put the bond into dispute. This letter formally asks for the 'evidence' the landlord will be relying on at QCAT to claim your bond money.

One other thing you should know, the landlord has **six (6) months** to claim against the **tenant for any breaches** of the tenancy agreement. You may receive your bond refund, in full but the landlord can still take you to the Tribunal to prove you are liable for damages or repairs etc. Please ensure you receive your signed condition report when you exit the property to protect you.

Also see:

[Application form \(QCAT\)](#)

[Applying for dispute resolution \(RTA\)](#)

[Applying to QCAT \(RTA\)](#)

[Condition report at end of tenancy \(Legislation\)](#)

[Exit condition report Form 14a \(RTA\)](#)

[Online bond refunds and lodgements \(RTA\)](#)

[Refund of rental bond Form 4 \(RTA\)](#)

[Resolving residential tenancy disputes \(Qld Govt\)](#)

[Seizure of tenant's goods for rent etc. \(Legislation\)](#)

[Time limits \(QCAT\)](#)

[Understanding residential tenancy disputes \(Qld Govt\)](#)

[Urgent and non-urgent disputes \(QCAT\)](#)

## Emergency repairs

The Act clearly defines what is considered an emergency repair. If you need supply or restoration of essential services being electricity, gas, refrigeration, waste management and water (including hot water) then the repairs must be carried out as soon as practicable of the need arising.

***STORY TIME:** An area of mould at the bottom of the fence was clearly seen from my kitchen window. The landlord was informed numerous times about it being extra moist during dry times. When it erupted one Sunday morning, we were told to turn the water off until the plumber could fix it. I obliged, reluctantly considering all the prior notice given about the wet patch but what got me was the plumber could not fix it till Monday. The repair was pushed out till Tuesday. After decades of renting on the Gold Coast, I am a little over this kind of treatment, so I rang the plumber myself only to be informed he knew nothing about the problem. He turned up promptly, fixed the pipe and charged the owner. The landlord then requested the excess water bill to be paid and I was informed it was high due to having teenage girls, nothing to do with the current event. I argued and won, then received a rent increase to cover the water charges...*

Other emergency repairs are those that cause damage to the property, injure a person or cause undue hardship or inconvenience. Make sure that you notify the landlord immediately and follow the request up with written correspondence. Our letters will assist the process as well as a letter informing the landlord that the repairs had been carried out and how to reimburse you.

The landlord is required to reimburse you for any expenses incurred, **up to two weeks rent**. If you decide to carry out the repairs, make sure you follow the legislation requirements and have the repairs carried out by a suitable repairer, someone suitably trained, qualified and licensed. The landlord must reimburse you **seven (7) days** for the reasonable costs of making urgent repairs. You must make a written request for reimbursement and supply the copy of the receipt/account.

Also see:

[Costs of emergency repairs arranged by tenant \(Legislation\)](#)

[Meaning of emergency repairs \(Legislation\)](#)

[Nominated repairer for emergency repairs \(Legislation\)](#)

[Notice of damage \(Legislation\)](#)

[Orders of tribunal about reimbursement or payment for emergency repairs \(Legislation\)](#)

[Tenant may arrange for emergency repairs to be made or may apply to the tribunal for an order about the repairs \(Legislation\)](#)

## Holding deposits

If the property is not available for tenancing immediately then the landlord may request a holding deposit or fee. The fee is **up to two weeks however there are not restrictions to this charge** and it will be required immediately!

The Act states you have a 48 hour option period available and if you decide not to go ahead with the tenancy agreement, you have this option period to change your mind and inform the landlord. Please note: you can terminate the tenancy agreement and vacate the property in the first two months, if the landlord did not inform you the property was for sale prior to signing the tenancy agreement.

Once signed, the fee **cannot exceed more than up to two weeks however there are not restrictions to the charge** and you must be given a receipt immediately and the holding fee must be paid towards rent. This means two weeks is the maximum except under special circumstances, like the property is \$1,000 per week to rent and a \$2,000 is required to secure it.

If you do secure the property by a holding fee, please request a rent payment record within the first month to ensure the landlord has credited this to your rent and the bond has been deposited at RTA.

***STORY TIME:** I was caught up in a roaring fiasco due to a previous real estate agent leaving the week's rent in the holding section of their trust account system. After many months, the agent sent a Notice to Remedy Breach as my rent was a week behind. And I paid after being bantered enough to think I had missed the weeks' payment from the beginning!*

*At the end of the tenancy I requested a tenancy ledger (to supply in my next trillion rental applications) and discovered an oddity. The balances did not show the extra weeks rent paid by simply looking at the bottom figures as they balanced. No auditor could find this without being overly thorough however I could tell it was wrong.*

*Many emails and phone calls were flicked back and forth until I became so frustrated that I produced an excel document with the dates clearly showing that I had paid an additional weeks' rent. As the bond money had been refunded I had to deal with the agent until my money was returned otherwise a small claims application would have been required.*

There is legislation that covers this holding deposit/fee and its return to you or credit the rent. The landlord must return the holding deposit if you cancel the tenancy agreement due to the landlord not telling you the property are listed for sale or it floods regularly with every shower of rain.

If you change your mind, the same section of the Act protects the landlord allowing them to retain/keep your money. When placing a holding deposit, be sure you want the property and always sign the tenancy agreement before handing your cash over.

Also see:

[Payment of holding deposits \(Legislation\)](#)

[Receipts for holding deposits \(Legislation\)](#)

[Rights and obligations about holding deposits \(Legislation\)](#)

[Rent payments and holding deposits fact sheet \(RTA\)](#)

## Inspections - for sale or moving out

Once your tenancy agreement has been terminated (by yourself wishing to vacate or the landlord decides not to renew your agreement), the landlord may wish to bring prospective tenants through, prior to you leaving. There are rules that apply to these inspections and generally the tenant has no idea what they are.

The landlord **cannot enter the premises before before 8.00 am or after 6.00 pm** and it **cannot** be on a **Sunday or public holiday**. They must not stay longer than necessary and are not permitted to interfere with your peace, comfort and privacy.

To allow **prospective tenants** an opportunity to view the property, the landlord can show the property at any reasonable time on a reasonable number of occasions as soon as notice to leave is provided. They must give you a reasonable amount of notice specifying the proposed date and time.

To allow **prospective purchasers** an opportunity to conduct inspections, the landlord can show the property **only if a reasonable time has elapsed since a previous entry by the lessor, or the renting or a secondary agent**. The real estate agent must not stay longer than necessary as you are entitled to reasonable peace, comfort or privacy in your premises.

The landlord must give written notice before inspections can commence and negotiate days and times for inspections and this must be supplied prior to inspection commencing. Previous images can be used to advertise the property and CoreLogic (previously known as RP Data) contains a database of images from when the property was previously sold.

Our **For sale letter** acknowledges the property is being placed on the market and offer you responses to complete that will explain what you consent to and what you don't consent to!

When the tenancy ends the landlord must conduct an inspection **as soon as practicable**. Please attend this inspection to explain any damage and to discuss if you need to rectify any issues.

Make sure when you take a picture of the keys and devices you are returning. Our **Keys returned receipt** has a provision for this image and there is a place for the landlord to sign and date acknowledging the keys and devices were returned. Rent can be charged after you vacate the property if the keys have not been returned, on time.

Another thing to remember, if you have paid rent to a certain date and move out earlier returning the keys then you have given the property back to the landlord and your rent is dissolved into the property up to the lease end date. You cannot return the keys then go back to the property to fix the gardens up. There is every chance the landlord has hired someone to do it already and you will be expected to pay the bill!

For this reason, a request is made for the rent payment record when the **Intention to vacate letter** has been supplied. Seeing the date your rent is paid until can help greatly when negotiating a bond refund and the rent payment record is also required for rental applications. If you do not know when you have paid until and leave the property, once the bond is paid, any claim you have to your excess rent being returned to you will have to be a small claims matter.

Have a copy of the condition report when you moved in at the final inspection, in case you need to argue about the condition of the property when you moved in. Make sure the landlord explains why they believe you are liable for any damage that is not considered "fair wear and tear" and take images of the issues while at the final inspection.

We recommend taking a bucket full of cleaning products making it quicker and easier to fix any issues during the final inspection.

Also see:

[Entry to show premises to prospective buyer \(Legislation\)](#)

[Entry to show premises to prospective tenant \(Legislation\)](#)

[Exit checklist \(Aussie Renters\)](#)

[Final inspection kit list \(Aussie Renters\)](#)

[Image gallery advertisement \(CoreLogic\)](#)

[Lessor or lessor's agent must not use photo or image showing tenant's possessions in advertisement \(Legislation\)](#)

[Lessor or lessor's agent must not conduct open house or on-site auction without tenant's consent \(Legislation\)](#)

## Notice of entry (Legislation)

## Notice of intention to leave Form 13 (RTA)

## Under the hammer (RTA)

### Inspections - periodic

The landlord has the right to inspect their property to ensure the tenant has not caused any damage, intentional or by neglect. For this reason, when you receive an entry notice, we recommend sending our **Pre-periodic inspection letter**.

This letter states what inspection they are up to, whether the notice is valid or not (we do calculations in the background notifying you if the notice is invalid) along with reminding them to look at the entry condition report for pre-existing issues prior to your occupation. Sign and send the letter to the landlord along with any issues that may need to be remedied!

If for some reason your landlord or their agent enters the property earlier than expected then this is a breach of the tenancy agreement. The ramifications from conducting an invalid inspection are serious and could damage your excellent rental history.

***STORYTIME:** Once upon a time when my girls were teenagers, the agent entered the property before the inspection was due, a day earlier than the expected. The only thing left for me to do was vacuum the floor. The only thing my girls had to do was clean their rooms!*

*Our fridge was the filing system for a long time so the inspection notice was stuck there the moment it arrived and my mobile phone was updated with the date and time. You could only imagine my shock when I walked in from work and found a business card on the kitchen bench. I looked at the notice and saw the date had changed to today's date. As I had noted the inspection in my calendar (diarised everything) I knew the agent had switched notices!*

*The next morning, a phone call was placed as I was pretty upset they inspected the property and deliberately changed the inspection notice paperwork. Bet you any money if I was home they would have came up with the "oh really, tomorrow, no I have your property on my list for today. If you don't mind, can I do it right now (fake smile!)."*

*I then received a berating about how 'messy' my daughters' rooms were and the agent felt they should issue a serious breach notice requiring me to leave the property within 7 days but they won't on this occasion because I am such a good tenant! I didn't know any better then, so I accepted this. My renting history was now stained due to the rooms being messy and it should never have been noted in the first place as they entered with an invalid entry notice.*

In this situation, you can see that the agent was manipulating the law as messy rooms do not equate to a serious breach and the agent knew it. So attack is the best form of defence instead of admitting what they did was illegal. Trespassing comes to mind and Unlawful Entry of Dwelling with Intent, an indictable charge carrying a much higher penalty. The intention was to steal the original inspection notice so they could conduct an inspection when it suited them, no doubt they have used this tactic on many occasions.

Trespassing is considered a simple offence (meaning you can receive a penalty fine rather than going to jail) and the Magistrate deals with this matter. Section 11 of the *Summary Offences Act 2005* states:

“A person must not unlawfully enter or remain in, a dwelling or the yard for a dwelling.”  
Maximum penalty 20 penalty units

The current penalty units and fines value is \$126.15, so the maximum fine in Queensland would be \$2,523.

Knowledge is power! Evidence was required and by simply taking a photograph or scanning the inspection notice when it arrived would have been sufficient evidence to prosecute. The time and date is stamped into the document and along with knowing your rights, this story would have had a different ending.

Please diarise your inspection date and file any notices received in preference to leaving them in view of the agent. The same applies if the landlord or their agent enters your property at any other time without the proper paperwork!

Also see:

[Notice to leave because of serious breach \(Legislation\)](#)

[Quiet enjoyment \(Legislation\)](#)

[Pre-periodic inspection letter \(Aussie Renters\)](#)

[Sentencing fines and penalties for offences \(Qld Govt\)](#)

## **Lessor's costs - the owner of the property**

The lessor is not liable for the connection or new installations at the property except for the initial connection for electricity, water and gas services. The lessor is not required to provide telephone, television and/or the Internet connections to the premises but they are expected to maintain these facilities, unless otherwise stated in the tenancy agreement.

Also see:

[Outgoings other than service charges \(Legislation\)](#)

[Water service charges for premises other than moveable dwelling premises \(Legislation\)](#)

## **Looking for a property**

### **Links to the numerous rental websites**

Listed below are websites that might assist in locating your next rental property. Some homes for rent (by owners) can be found on alternate websites and hopefully you will find the right place for you and your family to live. Remember to download an application prior to inspecting any property and have it ready to give to the landlord at the inspection.

[cubbi.com.au](http://cubbi.com.au)  
[domain.com.au](http://domain.com.au)  
[homehound.com.au](http://homehound.com.au)  
[onthehouse.com.au](http://onthehouse.com.au)  
[property.com.au](http://property.com.au)  
[realestate.com.au](http://realestate.com.au)  
[realestate1.net.au](http://realestate1.net.au)  
[realestateVIEW.com.au](http://realestateVIEW.com.au)  
[rent.com.au](http://rent.com.au)  
[thehomepage.com.au](http://thehomepage.com.au)

*PLEASE NOTE: Aussie Renters has been structured around the rental property scene and the information supplied by Aussie Renters does not include rooming agreements or social housing agreements.*

For the people that are sharing:

[easyroommate.com](http://easyroommate.com)  
[flatmatefinders.com.au](http://flatmatefinders.com.au)  
[flatmates.com.au](http://flatmates.com.au)  
[realestate.com.au](http://realestate.com.au)  
[roomster.com](http://roomster.com)  
[sharehouses.com.au](http://sharehouses.com.au)

### **Consider a long term tenancy agreement**

Depending on where you live, will depend on how difficult it is to find a property. There are many websites available for you to look for a home for you and your family to live in but not many will promote long term tenancy.

Have you ever thought of long tenancy, such as requesting a lease for more than a year? It comes with lots of benefits, like stability, security, savings from not moving as well as allowing your children to attend the same school and play with the neighbourhood friends. The benefits for families are enormous as well as the owner of the property.

When offering a longer term tenancy agreement, you offer a bit more security to the owner, as in, guaranteed rent for this period. It also saves them finding another tenant after a year. Some places in the world do not offer six month leases.

So if you are in a position to offer a long tenancy agreement, offer it as this may be the winning factor on your application that gets the place you want to call home.

Make sure you sign an agreement that does not include the wording for rent increases. Part of this long term residency offer of is to ensure your rent does not increase. If they write a formula or state the rent will increase on a specified date, request it to be removed or change the agreement expiry date to a shorter period. Rent does not automatically increase each calendar year. If for instance, the owner installed an air-conditioner then increase can be argued as you are now receiving an additional benefit at the property for the same rent.

## Mail redirection

Organising your mail to be redirected to your new address could not be easier using Australia Post online application. They will also advise organisations listed who they can supply your change of address to, on your behalf. If you wish to see the list of organisations, scroll to the bottom of their webpage.

### [Australia Post Redirection](#)

## Moving in - entry condition

When you move in, the landlord has an obligation to provide the property in a reasonable state of cleanliness as well as being in a reasonable state of repair taking into account the age and character of the property.

The landlord must complete and give one copy of the condition report to the landlord or landlord's agent **not later than 3 days after receiving it** and both the landlord and the tenant must retain a copy of the report. The landlord has **14 days** to sign and supply a copy to you. If you do not return an amended copy to the landlord, the law says you have accepted the report as true and accurate. When a tenancy ends, the condition report will be used as evidence and if there is a dispute, you will not have it to support what you are saying.

You should contact the landlord if you have not received your copy of the condition report **within 7 days** of moving into the property. If the landlord refuses or ignores your request, contact Residential Tenancies Authority on 1300 366 311. In the meantime, download your own copy of the report from the link below. Complete and return to the landlord **within 3 days** to protect your bond money.

Be thorough when completing the report. Look for everything, flick the light switches, check the light cover is clean and clear of insects, turn on appliances (oven, stove top, air-conditioning etc.), note any chips in the tiles or stained carpet, look for torn flyscreens, dirty window tracks, turn into an investigator and be as thorough as you can. It is recommended you take a picture of all the issues at the beginning of your tenancy, to support any bond refund claim at the end of your tenancy.

Also see:

[Entry checklist \(Aussie Renters\)](#)

[Entry condition report Form 1a \(RTA\)](#)

[Condition report at start of tenancy \(Legislation\)](#)

[Information statement \(Legislation\)](#)

## Moving out

So you are moving out! Download a copy of our **Exit Checklist** and if you are breaking your lease, our **booklet** can be purchased for \$3.95 to help with ways to manage your exit. The booklet includes our Ending tenancy worksheet that will give you additional things to think about as well as answer. Some of our responses used to compile the **Break lease negotiation package** are taken from this worksheet.

We have broken this part into two sections, your decision to move and the landlord terminating or not renewing your tenancy agreement.

When ending your tenancy, we strongly encourage you to request a rent payment record from the landlord and a written reference.

*Making a written request for a copy of your rent payment record every six (6) months is recommended and if your landlord does not respond be sure to record this on your File Note Register. Not responding to a written request is punishable under the Act.*

The rent payment record can be used as evidence showing you pay your rent regularly and on time. Having a hard copy backs your new property application immediately. Scan, save, link and file all your documents and record all information on file notes.

### **Your decision to terminate or end your tenancy agreement:**

For people on a fixed term agreements, you must provide **fourteen (14) days written notice** before the end of your tenancy agreement.

If you are on a periodic agreement, you must provide **fourteen (14) days written notice** when giving no reason.

If notice is being given because of an unremedied breach then you can give **fourteen (14) days written notice** to vacate the premises.

See our [Intention to vacate letter](#)

### **If the landlord terminates or ends your tenancy agreement:**

For people on a fixed term agreement, they must provide at least **2 months written notice** at the end of your agreement.

If the **property is sold**, they cannot give written notice to you earlier than **2 months** of your fixed agreement otherwise it is not valid. Example: the property recently sold and a termination notice was given to you on 1 January telling you to vacate by 31 January. Your tenancy agreement is due to expire on the 30th April and as they cannot request you to leave earlier than the date on your tenancy agreement. The termination notice is not valid if property has sold and the new owner wants you to vacate on 31 January but be prepared for a new valid notice to arrive at a later date.

If you are on a periodic agreement then the landlord or their agent must provide **2 months written notice**.

It should be noted that the landlord cannot terminate your tenancy agreement because you have taken action against them as a tenant. If you believe the landlord terminated your tenancy agreement as retaliatory action, you should make an urgent application at QCAT immediately after receiving the written notice, as it can be ordered that the termination notice be cancelled and there will be no moving involved.

By saving your interactions (dated chronologically) and having your own documented history, preparing for the Tribunal should be relatively easy. Make sure you have evidence to back up what you are saying and add the printed copies to your application. Take your entire file on the day of the hearing and take additional copies of anything you may have to tender to the Tribunal (hand to the Tribunal Member) along with a copy for the landlord or estate agent.

Also see:

[Condition report at end of tenancy \(Legislation\)](#)

[Entry to show premises to prospective tenant \(Legislation\)](#)

[Exit checklist \(Aussie Renters\)](#)

[Exit condition report Form 13 \(RTA\)](#)

[Final inspection kit list \(Aussie Renters\)](#)

[Handover day for notice to leave for premises that are not moveable dwelling premises \(Legislation\)](#)

[Lessor or lessor's agent must not use photo or image showing tenant's possessions in advertisement \(Legislation\)](#)

[Lessor or lessor's agent must not conduct open house or on-site auction without tenant's consent \(Legislation\)](#)

[Notice of entry \(Legislation\)](#)

[Notice of intention to leave Form 13 \(RTA\)](#)

[Notice periods for ending a tenancy \(RTA\)](#)

[Notice to leave without ground - s. 291\(3\) retaliatory action \(Legislation\)](#)

## Notice to enter property

The landlord or their agent has the right to enter the premises in certain defined circumstances. They must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience you and must be between before **8.00 am or after 6.00 pm** and it cannot be on a **Sunday or public holiday**.

- **Routine** inspections can be carried out at any reasonable time, may not be made **less than 3 months** after a previous entry by the lessor and **at least 7 days** before entering the premises.
- To carry out or inspect necessary **repairs or maintain** the property at any reasonable time provided you are given **at least 7 days** before entering the premises and entry notice is in the approved form each time specifying the proposed date and time.
- If there is an **emergency** no notice is required.
- If **you consent** immediately prior to entry no notice required.
- The premises can be shown to **prospective tenants** at any reasonable time and on a reasonable number of occasions and you **must be given a clear 24 hours written notice** specifying the proposed date and time.
- The premises can be shown to **prospective purchasers** at any reasonable time and on a reasonable number of occasions provided you are given written notice specifying the proposed date and time. You must be **given written notice informing the property is for sale** prior to receiving written notice for each inspection with a **clear 24 hours notice** and these notices must be on the **approved form**.

The landlord should not turn up unannounced, ever and if they do, it should be due to an emergency. Do not allow the landlord or estate agent to turn up and enter the property without the correct notification, as this can be a breach of your reasonable peace, comfort and privacy.

Also see:

[Entry to show premises to prospective buyer \(Legislation\)](#)

[Entry to show premises to prospective tenant \(Legislation\)](#)

[Grounds for entry \(Legislation\)](#)

[Notice of entry \(Legislation\)](#)

[Notice of intention to leave Form 13 \(RTA\)](#)

[Period for entry must be stated for entry by lessor and lessor's agent without another person \(Legislation\)](#)

[Unlawful entry of premises \(Legislation\)](#)

## Rent increases

Rent can be increased at the end of a fixed term agreement or during a periodic agreement as long as the notice is given at least two (2) months before the increased rent is paid and payable on the date stated on the written notice.

Rent can be increased **every six (6) months** and cannot occur during the fixed term unless the tenancy agreement states the amount or how the amount of the increase is to be worked out.

The landlord cannot write a statement, it must be a method of calculating the increase, easy enough for you to sit down and work it out. The increase should not be a mystery, you can budget for the increase if necessary. We have provided an example of a **formula** below (it's used to work out how much water is used when flushing a toilet) to give you an idea of what a formula is.

(2) For subsection (1)(a)(ii), the average flush volume of a dual flush toilet is the volume worked out using the following formula—

$$AV = \frac{FF + (4 \times HF)}{5}$$

where—

*AV* means the average flush volume.

*FF* means the volume of water used for a full flush.

*HF* means the volume of water used for a half flush.

*Example—*

A toilet using 6L for a full flush and 3L for a half flush would have an average flush volume of 3.6L.

If you believe that the increase is excessive, apply to Queensland Civil and Administrative Tribunal (QCAT) **within 30 days** of receiving the written notice. Try and negotiate a more reasonable increase prior to making the application at QCAT.

Our **Rent Increase letter** may help with the negotiations however you should diarise the cut off date just in case the landlord does not reconsider the rent increase and an urgent application at the Tribunal is required.

Before making an application, research your area for current rent on properties that are the same as you are renting. Make sure you save a copy of each property you believe is the same as yours to provide to the Tribunal at your hearing. The Tribunal will not take your income into consideration, so stating you do not have sufficient funds to pay the increased rent will not be accepted. The Tribunal makes the decision as to whether the increase is too much for your property.

RTA have a very handy Median Rents Quick Finder that displays current and up to date details regarding bonds received and the median rent (the average) for the previous **5 years** (quarterly updates). When you have found relevant comparisons, make sure you **print a PDF** copy and save it in the **Aussie Renters TERMS** folder. Once the copy is saved, you can print copies for your application.

The Tribunal will consider the level of rent in the area, value of the property, cost of any services, value of amenities, condition of the property as well as previous rent increases.

Also see:

[Median Rents Quick Finder \(RTA\)](#)

[Minimum period before rent can be increased \(Legislation\)](#)

[Prescribed water efficiency requirements \(Regulation\)](#)

[Rent decreases \(Legislation\)](#)

[Rent increases \(Legislation\)](#)

[Tenant's application to tribunal about rent increase \(Legislation\)](#)

## Rent payment options

### Payment option schemes offered by online agencies

This kind of set up for paying your rent reduces the overhead cost for the estate agent or landlord while the companies offering these financial services are making healthy profits from the tenant by collecting fees for their service. Basically, you are paying to pay your rent!

For this reason, a section in the Act states how the landlord '*must permit the tenant to pay the rent in an approved way and the tenant must agree in writing, making a rent agreement for payments of rent being made different way to s. 83(4) of the Act*'. This means they cannot offer "cash paid at their office" as the fee free option when you live 60 kms away. It is not reasonable to expect you to drive there to pay your weekly rent.

Please remember, you must agree, in writing to use their scheme for it to be enforced. If you agree to use these services, make sure the landlord tells you the costs involved.

### Direct debit forms

Many agents are now requesting you sign direct debit paperwork authorising them to withdraw money from your bank account. Extra attention must be paid when signing this paperwork as the items they can withdraw are listed and can include but not restricted to water charges, dishonour fees, repairs, maintenance and additional bond payments (when the rent increases).

If you sign the direct debit, the landlord can withdraw funds from your bank account when they see fit, for any of the reasons listed above, as you approved it. The Act states money paid is for rent and rent only! The landlord is in breach of the Act by withdrawing funds from your account for any other reason other than rent.

Imagine receiving a water bill that is astronomical due to the landlord not having a leaking pipe fixed. The invoice is sent giving you a month's notice that the direct debit will be processed. If you are arguing about the charge, they can still process the charge as you signed the authority form. Before you know it the rent is behind because you do not have the funds to cover their withdrawal. And then comes the breach notices!

In Queensland, the landlord can make application to the Tribunal up to six (6) months after the tenancy has expired if there are problems with the property that were not discovered when you were vacating. If you signed a direct debit allowing them to take money from your account for maintenance and repairs, the landlord may just take your money instead of making an application at the Tribunal. The situation is getting rather ugly now and it is your money they are taking.

If the landlord is putting pressure on you to sign the direct debit (chances they will do it after you have moved in), dispute their request with RTA under s. 96 of the Act. Otherwise do not sign or process this form.

Also see:

[How rent to be paid \(Legislation\)](#)

[Rent payment must not be applied for any other purpose \(Legislation\)](#)

[Tenant must be given choices of approved ways for payment of rent and be advised of associated costs \(Legislation\)](#)

## Repairs and maintenance

The landlord must maintain the property in a reasonable state of repairs taking into account how much rent you pay, the age, character and prospective life of the property, and must complete the repairs or maintenance within a reasonable time.

**Please note:** if you have had any goods, services or facilities withdrawn or reduced, you can apply to the Tribunal to have your rent reduced.

Also see:

[Dickensia approach to residential tenants lingers in Australian laws \(ABC News\)](#)

[Gas heaters and fire place repairs and maintenance blog \(Cubbi\)](#)

[Meaning of emergency repairs \(Legislation\)](#)

[Meaning of routine repairs \(Legislation\)](#)

## Security - locks and devices

As technology moves forward, so do the locking devices. And this adds to the expense of replacing them if the devices are damaged or lost. The keyless locking devices for garage doors can be purchased online however can be difficult to program or may not work at all. If you find a good universal device, use it at your property and reprogram it at the next property. Make sure you store the ones supplied by the landlord and return them unused.

Write a file note up stating what date you stored the devices. At the same time, let us know where you purchased the universal device and we will be sure to let the Aussie Renters community know.

Always take a picture of the keys and devices the moment you receive them. Do it in front of the landlord, so pull them out of any sealed envelope and take a picture. We

have heard some pretty good stories regarding keys, some state they have supplied the keys when they know full well the last tenant did not return them and replacing remote controls when they become faulty is not the responsibility of the tenant, it usually due to “fair wear and tear”. If you do not have it documented and photographed, the landlord will attempt to make you responsible and the costs can be high.

As the remote control garage doors can be temperamental, please contact your landlord immediately if the door does not close correctly or continually opens back up when it should be closed. This is considered an urgent repair due to being a security risk. Use one of our letters to generate your request for an urgent repair. If you attempt to fix the problem, you may be liable for repairing it, even if you did not cause the problem in the first place.

It is the landlord’s responsibility to ensure your property is reasonable secure at all times. Locks are covered in the emergency repairs section of the legislation, so depending on the circumstances the repairs should be attended to quickly. A piece of dowel/timber can be placed in the run of any window to prevent it being opened while repairs are being organised however an unlockable front door is a total different situation.

The legislation also covers how many keys you should be given by the landlord. If there is more than one tenant on the agreement then a main key is to be provided to every person named on the tenancy agreement. If the landlord has not supplied the additional keys, request this in writing and receive confirmation the lessor will reimburse the costs of additional keys if you are required to have them cut. Process our **Tenant reimbursement letter** to request reimbursement and don’t forget to add the receipt to this letter.

Locks are covered under emergency repairs when it is a genuine emergency and can also be changed with a “reasonable excuse”. If your door does not lock, the landlord must remedy this as soon as practicable. If they do not and your property remains insecure and unsafe, please refer to Section 217(4)(b) of the Act to have the emergency repair remedied. Check our **emergency repairs** section for further information regarding the reimbursement of any costs outlaid.

Also see:

[Meaning of emergency repairs \(Legislation\)](#)

[Notice of damage \(Legislation\)](#)

[Supply of locks and keys \(Legislation\)](#)

## Swimming pools and spas

When you enter the property, a valid pool safety certificate must be provided. The landlord can also provide a final inspection certificate or certificate of classification for recently installed pools. The certificates are only valid for one (1) year if the pool is shared and two (2) years for non-shared pools.

Also see:

[Building Act 1975 \(Legislation\)](#)

[Building Regulations 2006 \(Regulations\)](#)

[Leasing a property with a pool \(Qld Govt\)](#)

[Pool laws and maintenance \(RTA\)](#)

[Pool safety laws \(Qld Govt\)](#)

[Pool safety register \(QBCC\)](#)

## Tenant liabilities

When you take up occupation, you will be required to pay for the installation and connection of the utilities, i.e. telephone, television and Internet connections if they are not connected prior to moving in.

If the utility service exists the lessor is required to maintain these services and you should inform the landlord if any of the utilities is not working.

You must pay for the supply of electricity, water or gas as long as the supply is individually / separately metered.

You are required to keep the premises and inclusions (air conditioner etc.) clean as well as not '*maliciously damage, or allow someone else to maliciously damage*' the property. You are expected to leave the property '*as far as possible, in the same condition they were in the start of tenancy, fair wear and tear excepted*'.

Of late, questions regarding solar power charges being passed on to the tenant have been floating around. The article listed below by the RTA explains what can or cannot be charged to you. Please be aware that the Act does not make specific reference to the solar power bonus scheme but it does provide guidelines for service charging. Once again, it comes back to the property being individually metered and details of how you will be charged clearly written your agreement and any rebates offered to the lessor must be passed on to the tenant.

Also see:

[General service charges for premises other than moveable dwelling premises \(Legislation\)](#)

[Meaning of service charge \(Legislation\)](#)

[Solar power \(RTA\)](#)

[Tenant's obligation generally \(Legislation\)](#)

## Tenancy database

The national tenancy database has restrictions on whether a person/s can be listed on the tenancy database and if the listing is incorrect the Tribunal can correct it, ordering the listing be removed. The landlord should not be using the tenancy database as a blackmailing tool, so any correspondence received stating you will be listed should be kept.

The Act clearly states what the landlord may or may not do when it comes to using and checking this database regarding your tenancy history or placing you on the database. The state government also release the same information on their website (link listed below).

The restrictions on listing a person on the tenancy database are:

- A landlord, agent or database operator must not list personal information about someone unless the person was named on the tenancy agreement and the person has breached the tenancy agreement; and
- You must owe more than the amount of the rental bond or a court/tribunal has made an order terminating the agreement; and
- The information is accurate, complete and unambiguous.

The landlord must take reasonable steps to give you a copy of the listing **within 7 days** after using the database and give you **14 days** to respond and review the listing. They must consider your responses, so make sure you attempt to rectify the issues.

Once you have rectified the issues, request a copy of the listing in writing as the landlord is obliged to supply a copy for free **within 7 days** after your written request is made. You can also make the same request with the tenancy database providers however this will incur a fee and this must not be excessive.

If the landlord lists you on the tenancy database and knows the information is inaccurate, incomplete or ambiguous then they must have the listing removed or amended **within 7 days**.

You should also know that if you are applying for rental properties and the prospective landlord finds you on the tenancy database, they are obliged to inform you **within 7 days**.

You can dispute the listing by making application to the Queensland Civil and Administrative Tribunal (QCAT) for the listing to be removed or amended. As soon as you become aware of the listing, make your application and understand, the Tribunal can only make an order if the information is inaccurate, incomplete, ambiguous or out of date, or the listing is unjust taking into account the reason, involvement and adverse consequences suffered by you. The Tribunal can also order compensation if you are wrongly listed.

The listings must be removed after 3 years in accordance to the Privacy Act 1988.

Also see:

[Application to tribunal about personal information listed \(Legislation\)](#)

[Ensuring quality of listing - lessor and lessors agent \(Legislation\)](#)

[National Tenancy Database \(NTD\)](#)

[Notice of listing if database used \(Legislation\)](#)

[Notice of usual use of database \(Legislation\)](#)

[Providing copy of personal information listed \(Legislation\)](#)

[Queensland Civil and Administrative Tribunal \(QCAT\)](#)

[Restriction on listing \(Legislation\)](#)

[Tenancy database \(RTA\)](#)

[Tenant information \(TICA\)](#)

## Water consumption charges

Water service charges can **only be charged to you** if the property is individually metered and water efficient devices installed that minimise the flow of water, on all outlets. These fixtures must comply with the water efficiency requirements WELS rating of three stars or higher. If the property does not have water efficient devices installed to minimise the flow from all water outlets then the owner is liable for the water and you are liable for what is considered “reasonable water consumption”.

The landlord pays for water rates, taxes and fixed charges while you pay for the consumption of the service (the water you use). If there is no separate meter the calculations can be listed on the tenancy agreement clearly outlining the calculations used to work out the amount or the actual amounts. Request to view the meter read when you enter the property and take a picture of the reading for your records.

When you move in, note the water meter reading on your condition report and take a picture of the reading. We recommend noting a meter read every month and within 3 months you will have an average of your household consumption.

Our **Entry condition letter** will state the meter read as well as requesting evidence to support the landlord or their agent’s claim that the property is water efficient being a certificate from a plumber, receipts, warranties or instruction manuals.

We found a calculator that you can use to help calculate how much your household’s reasonable water consumption to help if you decide to argue the amount being charged. Be conscious of filling up plastic or inflatable pools in summer and look at how much it is costing you to water the garden and lawn. Remember, if you use the calculator to work out your “reasonable water consumption” make sure you save a copy to attach to any document you may use it in. Do comparisons too, as in, removing the garden and lawn watering in one calculation and include in the next.

Hunter Water in NSW offer helpful tenant information relevant to NSW however there are some great water saving tips and worth the read.

Below is the formula for calculating water consumption for a toilet and this can be found in the Regulations (see link below for section).

- (2) For subsection (1)(a)(ii), the average flush volume of a dual flush toilet is the volume worked out using the following formula—

$$AV = \frac{FF + (4 \times HF)}{5}$$

where—

**AV** means the average flush volume.

**FF** means the volume of water used for a full flush.

**HF** means the volume of water used for a half flush.

*Example—*

A toilet using 6L for a full flush and 3L for a half flush would have an average flush volume of 3.6L.

Also see:

[General service charges for premises other than moveable dwelling premises \(Legislation\)](#)

[Outgoings other than service charges \(Legislation\)](#)

[Prescribed water efficiency requirements \(Regulation\)](#)

[Tenant information \(Hunter Water\)](#)

[Tenant rights as a water user \(Community Door\)](#)

[Tenant water charging in Southeast Queensland \(QCOSS Report May 2012\)](#)

[Water charging \(RTA\)](#)

[Water charging fact sheet \(RTA\)](#)

[Water Efficiency Labelling and Standards \(WELS\) scheme \(Australian Govt\)](#)

[Water service charges for premises other than moveable dwelling premises \(Legislation\)](#)

[Water use calculator \(Hunter Water\)](#)

[Your water bill explained \(Qld Govt\)](#)

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.

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