



# Your tenancy rights in Queensland



When you rent a place to live in Queensland, you have rights as a tenant.

There is a law that sets out the rights and responsibilities of both tenants/residents and the people who own/manage the property. This law is called the *Residential Tenancies and Rooming Accommodation Act 2008*. It explains what tenants/residents and property managers/owners and providers must do as part of a tenancy or rooming accommodation agreement.

- This law applies no matter who you rent from, whether it's a private landlord, real estate agent, community housing provider, or the Department of Housing and Public Works.
- It is important to know what your rights are, especially if you need to make changes to your home or want to understand how to deal with issues during your tenancy.



## My right to fair treatment

You have the right to rent a home/room without being treated unfairly because of your age, disability, or background. It is against the law for property owners, agents, or providers to refuse to rent to you, treat you differently, or set unfair rules based on these reasons.



## Understanding your rights and responsibilities

In Queensland, tenants have rights to a safe and secure home, privacy, quiet enjoyment and a right to be informed. Your responsibilities as a tenant require you to pay rent on time, maintain your property and/or room and not cause nuisance or damage.

**Right to a safe and secure home:** You have the right to live in a home that is safe, clean and secure.



**Right to privacy:** If you are renting, your property manager or owner can only enter your home for certain approved reasons. The amount of notice they must give you depends on the reason for entry and the type of rental agreement. For example, they must provide 7 days' written notice for a general inspection or 48 hours notice for repairs.

Even if you have support workers coming in to help you, you have the right to privacy. Providers and support workers should respect your space and only enter your room or home when needed or allowed or if you have been given the correct amount of notice under the rules for renting in Queensland.

**Right to request reasonable home modifications:** you have a right to request modifications to your home to help you live more comfortably or independently.

**In addition, residents living in rooming accommodation (eg. boarding houses) also have the:**

- **Right to access external providers:** you have a right to choose and have full access to external providers that can visit you, without fear of retaliation. This means the provider cannot deny your external support provider's access to you and your accommodation.
- **Right to be informed:** Your provider must give you clear information about your rental agreement, and list information about what is included in the agreement. Rent receipts and payment records should also split the amount of your rent that goes towards accommodation, food service, personal care service or other services – so you know what you are paying for.
- Make sure you speak with the provider and/or a trusted supporter if you are unclear about issues in the rooming accommodation agreement, before signing.



### How do I know my rental home is safe and secure?

In Queensland, minimum housing standards ensure that all rental properties are safe, secure, and functional. These standards apply to all types of tenancies, including general tenancies, caravan, and rooming accommodation agreements. It is the responsibility of the property managers/owners and providers to ensure the property meets minimum housing standards at the start of the tenancy.

Property managers/owners and providers must make sure that rental properties or rooms have:

- working locks on doors and windows that can be reached without a ladder
- safe electrical wiring and appliances
- repairs for any dangerous damage, like broken stairs or loose tiles
- no vermin, damp, or mould

- curtains or blinds to give privacy in rooms where it's normally expected, like bedrooms
- working plumbing, drainage, bathrooms, and toilets.

## Paying a rental bond



Rental bond is a financial security in case you do not meet your responsibilities under any types of tenancy agreements. The maximum bond allowed to be taken is equivalent to 4 weeks' rent for general tenancies and rooming accommodation agreements and 2 weeks' rent for moveable dwellings, or 3 weeks' rent for moveable dwellings if electricity is provided regardless of the weekly rent amount.

If the property manager/owner or provider take a bond, they must give you a receipt and lodge it with the RTA within 10 days. It is an offence not to do so. A rental bond is lodged with the RTA web services, or by post, using a Bond lodgement (RTA Form 2).



## Understand the different types of rental agreements in Queensland

- If you are renting a house, townhouse or unit, you will usually have a general tenancy agreement.
- If you are staying in a caravan, mobile home or similar type of moveable dwelling, you will have a moveable dwelling tenancy agreement.
- If you are renting a room in a boarding house, student accommodation, supported accommodation or similar, you will have a rooming accommodation agreement.



## Why your tenancy agreement is important

A tenancy agreement helps protect both the tenant/resident and the property managers/owners and providers by clearly setting out what each is responsible for. It explains what is expected, helps avoid misunderstandings, and gives everyone a clear process to follow if any issues come up.

The standard terms in the general tenancy and rooming accommodation agreement forms (RTA Form 18a, 18b and R18) explain the rules that apply to all rental agreements in Queensland. These terms cover important topics such as:

- paying rent
- looking after the property/room
- entry rules. There are set of rules under the law for the property manager/owner or provider to enter your house or room
- how to end the agreement

- keeping pets and other animals at the rental place/room. You can keep a working dog without approval, which includes an assistance dog, guide dog or hearing dog
- emergency repairs.

Everyone must follow these standard terms. You cannot change or remove them; they are there to protect both the tenant/resident and the property manager/owner and provider.



## What is included in a tenancy and rooming accommodation agreement?

- Contact details for you and the property manager/owner or provider and how you want to receive notices e.g. email.
- You can nominate a person to receive notices on your behalf.
- How long you can stay in the home/room (e.g. 6 or 12 months).
- How much rent you need to pay and when and how to pay it.
- The amount of rental bond.
- Whether or not electricity, gas or phone costs are included.
- The number of people allowed to live at the rental place/room.
- Contact details for emergency repairs.
- Special terms (a special term is an extra rule that can be asked for by either the tenant/resident or the property manager. It should be discussed and agreed on before the tenancy agreement is signed). Special terms must not go against the standard rules in the law. Even if both sides agree to a term that breaks the rules, it will not be valid, and it is an offence to do so.



## Rooming accommodation agreements can also include:

- what is included in the rent, such as food, personal care, or other services, and how much of the rent covers each of these
- things that are included in your room such as furniture
- house rules
- the number of people allowed to live in the room
- charges for water or electricity if the room has its own meter
- if you are asked to pay for these services separately and the cost is not included in your rent, the provider or agent must give you a copy of the bill from the supplier within 4 weeks of receiving it. If they don't, you don't have to pay the bill.

**Before signing your tenancy or rooming accommodation agreement, always read it carefully or ask for help to understand it if you need and keep your copy.**



## Can I install modifications in my home?

In Queensland, the rental law outlines the process for tenants/residents to request permission from their property manager/owner or provider to make changes to the rental property.

Sometimes during a tenancy, you may need to make changes to your home to help you live more comfortably or independently. This can be especially important if you have a disability. For example, you might need to:

- install grab rails in the bathroom
- build a ramp for wheelchair access
- lower kitchen benches for easier use.



## How do I ask permission?

- Ask your property manager/owner or provider in writing. You need to give them a Request for approval to attach fixtures or make structural changes (RTA Form 23/ R23).
- Explain the changes you need and why.
- It may help to have a letter from a doctor or occupational therapist to explain why the changes are important for you.
- The property manager/owner or provider must reply to you within 28 days of receiving your request and may include conditions about the modifications. They may also ask for more time to consider your request.



## If your home modification request is approved

The property manager/owner or provider may approve your request but include some extra rules. Some common conditions may include:

- you must look after the fixture and keep it in good condition
- you may need to remove the fixture when you leave
- if you need to remove it, there may be rules about when and how to do it
- any other reasonable conditions.



## Who pays?

- The tenant usually pays for the modifications, or they can be funded by the NDIS (if you have a plan) or through a Queensland Government program.
- The property manager/owner or provider doesn't have to pay, but they can agree to contribute to the costs if the modification remains after you leave.



## Can permission be refused?

In Queensland, a property manager/owner or provider cannot unreasonably refuse a request for a modification. Reasons to refuse may be because removing the modification at the end of the tenancy would cause significant damage to the property, the modification is not allowed under body corporate laws, or its installation may cause a risk to health or safety (e.g. disturbing asbestos).



## How does my rental agreement end?

Agreements must be ended in a way that follows the law. There are rules and timeframes that must be followed when ending a tenancy. If someone tries to end an agreement or remove a resident without following the correct steps, it is against the law and there may be penalties.



## Where do I go to get help about a dispute during my tenancy?

If there is a problem during your tenancy, either the tenant/resident or the property manager/owner or provider can ask for help. Good communication is key to resolving most tenancy issues.

Some of the steps to handle a dispute are:

- **Self-resolution:** try to solve the problem by having a conversation. Explain the issue and what you would like them to do. If talking doesn't work, write a formal letter explaining your concerns and the issue.
- **Get help from QSTARS:** QSTARS is a free statewide advice service and helps all people who rent their home. Call [1300 744 263](tel:1300744263) or visit [www.tenantsqld.org.au/need-advice](http://www.tenantsqld.org.au/need-advice).
- If you are unable to resolve the issue or reach an agreement through self-resolution, you can contact the Residential Tenancies Authority (RTA) to discuss your specific situation and your options. This could be:
  - issuing a Notice to remedy breach (Form 11), if the other party has not met the terms of the tenancy agreement
  - applying for RTA dispute resolution, if the matter is suitable for conciliation
  - submitting an urgent application to the Queensland Civil and Administrative Tribunal (QCAT).

RTA dispute resolution is a free and confidential conciliation service to help property managers/owners/providers and tenants/residents resolve their issues quickly and without the need for legal action. They don't take sides.



## Useful words for general tenancy agreements (houses, units, townhouses and caravans):

- **Lessor (sometimes called landlord)** – the person or organisation you rent from. Some property owners rent the property directly to you and some owners may employ a property manager/agent to manage the tenancy agreement or the rental place for them.
- **Property manager/agent** – if the owner employs a property manager/agent, you will be talking to them for any tenancy questions or problems you may have during the tenancy.
- **Secondary agent/selling agent** – sometimes the owner employs a different agent to sell their property that is not the same as the agent who looks after the tenancy agreement or the rental place.
- **Tenant** – the person who has been given the right to rent the place and usually it is named in the tenancy agreement.
- **Residential tenancy agreement** – a residential tenancy agreement is a written contract where one person gives another the right to live in a residential property. Please note that the law applies even if there is no written agreement between you and the property manager/owner.



## Useful words for rooming accommodation agreements

This includes boarding houses, supported accommodation, off-campus student accommodation and other rooming-style accommodation. Supported accommodation is designed for people who may need extra help to live independently. These facilities offer support around personal care, tasks of daily living and managing medication, if a person requires this.

- **Provider** – the person or organisation you rent the room from.
- **Provider/provider's agent** – if the owner/provider employs an agent, you will be talking to them for any tenancy questions or problems you may have during the tenancy.



- **Resident** – the person who has been given the right to rent the room or more rooms in a rental property as their main or only home and usually it is named in the rooming accommodation agreement.
- **Rooming accommodation agreement** – a rooming accommodation agreement is a written contract where one person gives another the right to live in a room. Please note that the law applies even if there is no written agreement between you and the provider/provider's agent.