

While you are a resident

Rooming accommodation generally covers residents who rent a room, but share facilities like a kitchen or bathroom. See *Do you rent a room?* fact sheet for more information. *The Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the law that covers tenants and lessors as well as residents and providers in Queensland.

Provider's obligations

Providers also have obligations under the Act.

Your provider must take reasonable steps to ensure you have quiet enjoyment of your room and common areas. They must not interfere with your reasonable comfort, peace or privacy in using your room or common areas.

A provider must also:

- follow relevant health and safety laws;
- give you a copy of the house rules at the start of your agreement;
- take reasonable steps to ensure you always have access to your room, the bathroom and toilet facilities;
- take reasonable steps to ensure the security of your room and the personal property in your room;
- maintain your room and common areas in a way that the room and the areas *remain fit for you to live in*;
- take reasonable steps to ensure your room, common areas and facilities are kept safe, in good repair, and (subject to any agreement) clean;
- ensure that the times the provider or provider's agent is available to be contacted are reasonable, having regard to the services being provided; and
- not unreasonably restrict your guests in visiting.

An agreement about cleaning common areas may *only* be made for common areas used by you and a minority of other residents. For example, where four rooms open onto a common living space which is only available to the four residents living in those rooms but more than eight residents live in the whole complex, an agreement about cleaning the living space can be made between the provider and the four residents. This situation most often occurs in student accommodation.

Your obligations

As a resident, you have some obligations under the Act. Some general obligations are not mentioned in your rooming accommodation agreement, but are still part of your agreement because they are in the Act.

When you are a resident you must:

- use your room and common areas mainly as a place of residence;
- pay the rent when it is due;
- keep your room and the things in your room clean, having regard to their condition at the beginning of the residency;
- keep your room in a way that does not give rise to a fire hazard;
- at the end of the agreement, leave your room and things in your room, as far as possible, in the same condition they were in at the start of the residency, fair wear and tear excepted;
- not use your room or common areas for illegal purposes;
- not interfere (and make sure your guests don't interfere) with the reasonable peace, comfort and privacy of another resident or another resident's use of the premises;
- not keep an animal without the provider's permission; and
- not intentionally or recklessly damage or destroy any part of the premises or a facility in the premises (or allow your guests to).

House rules

House rules form part of your rooming accommodation agreement. It is important that you understand any house rules before you enter into a rooming

accommodation agreement. If you haven't seen your house rules you could ask your provider for a copy.

It is your provider's responsibility to display the house rules where they are likely to be seen by all residents in the premises.

Providers are allowed to make house rules about:

- Using shared facilities;
- Parking motor vehicles;
- Drinking alcohol or illegally consuming other drugs;
- Smoking;
- Making noise;
- Keeping pets; and
- Guests (but providers *must not* unreasonably restrict residents' guests visiting).

Providers are not allowed to make house rules about any other matters.

Any house rules that your provider makes must be consistent with the Act, including your rights and the providers' obligations.

Changing an existing house rule that is unreasonable

A house rule may be unreasonable if it is a rule that:

- the provider is not allowed to make under the Act; or
- unreasonably restricts your guests from visiting you.

If you think one of the house rules is unreasonable you may make an application to the Queensland Civil and Administrative Tribunal (QCAT) for an order declaring that the house rule is unreasonable.

Your QCAT application must state why you consider the rule to be unreasonable, and include evidence that other residents also consider the rule is unreasonable.

QCAT will make a decision about the rule being reasonable or unreasonable. QCAT can change the rule if it considers it appropriate. The provider must then give written notice of QCAT's decision to all residents.

The provider wants to change the house rules

See House Rules flow chart at end of this fact sheet.

Utilities (gas, electricity, water)

Your provider cannot make you pay for a utility service (e.g. gas, water, electricity) unless your room is individually metered.

If your room has its own meter, the amount that the provider can charge you for the utility service must not be more than the amount the provider is charged for the service.

This means that your provider can charge you the amount that the utility (gas, electricity, water) company charges them. Your provider cannot make you pay any extra fees or charges for your gas, electricity or water.

Fixtures & fittings

The provider must supply and maintain the locks that are needed to ensure your room is reasonably secure. For more information on providers' responsibilities about locks and keys, see the *Entry & Privacy Rooming Accommodation Fact Sheet*.

You may attach a fixture or make a structural change (e.g. installing an air conditioner) to a premises only if the provider agrees in writing. Written agreements about this should cover:

- what the agreed fixture, fitting or structural change will be;
- whether or not you can remove the fixture when you leave, and if so, how and when it can be done;
- if you leave the fixture or fitting, whether you are entitled to any compensation; and
- if you remove the fixture or fitting, who is responsible for fixing any damage caused by its removal.

The provider must not be unreasonable in failing to agree to the attachment of a fixture or a structural change to the premises.

If you make a structural change or install a fixture without written agreement, the provider may treat your action as a breach of your agreement. They may also waive the breach and treat the change as an improvement for their benefit.

If you breach your agreement

If you receive a Notice to Remedy Breach (Residential Tenancies Authority (RTA) Form R11), from your provider, it is important to remedy the breach by the due date on the notice.

If you can't remedy the breach by the due date on the notice or if you don't agree with the breach notice, it is important to let your provider know. It is a good idea to let your provider know in writing and keep a copy of anything you give to the provider.

If your provider is in breach of their obligations

If you believe your provider is not meeting their obligations, then you can give them an RTA Form R11 Notice to Remedy Breach. The RTA Form R11 tells your provider that there is a problem and that they should fix this problem.

The R11 allows you to put in a time period for the problem to be fixed (i.e. remedy the breach). You should give your provider at least five days to fix any problems or breaches. When you give your provider a Notice to Remedy Breach remember to keep a copy for your records.

Resolving disputes

If you are having a dispute with your provider you can try to negotiate with them. Make sure you put any agreements you make into writing and keep a copy. This will be important evidence if you have a dispute about the agreement you made.

The provider is the person who is providing you with your room. Unless otherwise stated, 'provider' can be taken to include 'provider's agent'. A resident is a person who rents a room in rooming accommodation.

If you cannot resolve the dispute by talking to the provider you can send a Dispute Resolution Request (RTA Form R16) to the RTA. The RTA runs a free dispute resolution service that can help you and your provider reach an agreement. If you reach an agreement you should ask the RTA for a written copy of the outcome.

If you still cannot resolve your dispute with the help of a conciliator you will be issued with a Notice of Unresolved Dispute (NURD).

You can then apply to QCAT for a final decision about your dispute. In QCAT you and the provider will have a chance to present evidence to the member or adjudicator who will then make a final order about the dispute.

You can get help with your dispute at the Tenants' Union of Queensland or your local Tenant Advice and Advocacy Service.

You can also get information about disputes on the Tenants' Union of Queensland general fact sheet titled "Resolving Tenancy Disputes".

For free tenancy advice & further information call:

Tenants' Union of Queensland (TUQ)

1300 744 263 – Statewide advice line

www.tuq.org.au

Tenant Advice and Advocacy Services (TAAS)

Look under "T" for tenancy advice in the telephone directory for a local TAAS.

Further information:

Residential Tenancies Authority (RTA)

1300 366 311

www.rta.qld.gov.au

The Tenant Advice and Advocacy Service (Queensland) is administered by the Queensland Department of Communities (Housing and Homelessness Services) funded by both the Residential Tenancies Authority from interest earned on bond lodged with the Authority, and by the Department of Communities (Housing and Homelessness Services).

WHEN THE PROVIDER WANTS TO CHANGE THE HOUSE RULES

PROVIDER WANTS TO CHANGE HOUSE RULES

The provider must give a notice to each resident at least 7 days before the proposed commencement of the new rule. If a person becomes a resident less than 7 days before the proposed commencement date of the new rule, the Rule Change Notice must be given when the person becomes a resident.

The Rule Change Notice must state:-

- the proposed rule change;
- the proposed date when the change will take effect;
- that the resident can object to the change; and
- how that objection can be made.

If a resident thinks the proposed rule change is unreasonable, the resident can object to the proposed rule change.

The objection must:

- be made in writing;
- be made before the proposed commencement date of the new rule;
- state the resident's name, that the resident objects to the proposed change, and why the resident considers the proposed change is unreasonable.

Proposed rule change does not take effect and the provider must immediately give written notice to each resident stating that:

- at least the "prescribed number" of residents have objected to the change; and
- the proposed change will not take effect on the proposed commencement date.

Provider receives objections from the "prescribed number" of residents.

The "prescribed number" of residents means the lesser of:

- 10 residents; or
- half of the total number of residents.

Provider receives no objections from residents OR the "prescribed number" of residents have not objected.

The "prescribed number" of residents means the lesser of:

- 10 residents; or
- half of the total number of residents.

Rule change takes effect on the proposed commencement date.

Within 7 days after the proposed commencement date for the rule change, the provider may apply to the Tribunal for an order declaring the proposed rule change to be reasonable.

Tribunal orders that the proposed rule change is unreasonable.

Proposed rule change does not take effect.

Tribunal orders that the proposed rule change is reasonable OR Tribunal amends the proposed rule change in a way it considers appropriate to make it reasonable.

Proposed rule change takes effect on the day decided by the Tribunal.

As soon as practicable after the Tribunal decides the application, the provider must give a written notice of the Tribunal's decision to each resident.

Disclaimer: This brochure provides information only and is not intended to provide legal advice.

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