



Moving out

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 residential tenants and lessors as well as rooming residents and providers in Queensland.

Giving notice

Written notice must be given if either you, or your provider, want to end your rooming accommodation agreement.

If the provider wants you to move out then they must give you a Notice to Leave (RTA Form R12).

If you want to move out you must give your provider a Resident Leaving Form (RTA Form R13).

The form states the day you will move out. The table in this fact sheet lists how much notice must be given.

It is a good idea to keep a copy of forms you give, or receive, from your provider. This may assist you if you have a dispute with the provider.

If the provider breaches the agreement

If you have problems in your rooming accommodation notify your provider and try to negotiate a solution with them. If you reach an agreement put the agreement in writing and keep a copy.

If you believe your provider has breached your rooming accommodation agreement you can give them a Notice to Remedy Breach (NTRB) (RTA Form R11).

The NTRB notifies your provider there is a problem and asks them to fix the problem by the due date on the form. Examples of a breach of your rooming accommodation agreement include: failure to carry out repairs when you notified them repairs are needed, or failure to give you a receipt when you pay your rent in cash.

When you give your provider a NTRB you should give your provider at least 5 days to remedy the breach.

If you breach the agreement

Your provider may also issue you with a Notice to Remedy Breach form (NTRB) (RTA Form R11) if they believe you are in breach of your rooming accommodation agreement. For example, if you are behind in your rent your provider may issue a NTRB for rent arrears.

A Notice to Remedy Breach (RTA Form R11) must:

- be on the approved RTA form;
- give details of the breach;
- state the day by which the breach must be fixed; and
- be signed by the provider.

The notice may state what steps the provider wants you to take to fix the breach, such as pay the rent owed or remove rubbish from your room.

It is important for you to fix any breach by the due date on the notice. If you cannot fix the problem or if you dispute the breach notice let your provider know.

You can dispute a Form 11 breach notice if you believe you have not breached your residency agreement. It is a good idea to do this in writing and keep a copy.

For more information on resolving disputes see the Tenants Queensland Tenancy Fact Sheet titled “Resolving Tenancy Disputes”

If You Want to Leave

If you want to vacate your room, you should give your provider a Resident Leaving Form (RTA Form R13). Your notice must state the day you intend to end the agreement (the handover day) and whether you are ending the agreement with grounds (with a reason) or without grounds.

For example, if the provider is in breach of the agreement and you give them a NTRB but they fail to fix the problem by the due date on the notice you can give a Resident

Leaving Form “with grounds”, due to their failure to remedy the breach.

The table in this fact sheet lists the amount of notice you must give and the grounds (reasons) you can terminate an agreement. Alternately you can end your agreement

“without grounds” if you are ending it without a reason not listed in the Act.

You can get a Resident Leaving Form (RTA Form R13) from the RTA website or can call the RTA and ask them to mail you out a form. You can also contact Tenants Queensland for advice and assistance to fill in a form.

Reasons your agreement can be ended	Minimum notice PROVIDER must give you	Minimum notice YOU must give Provider
Unremedied breach (rent arrears) – if you have lived there more than 28 days	4 days’ Notice to Leave – if you fail to pay rent you owe after your provider gives you 4 days’ notice to pay	Not Applicable
Unremedied Breach (rent arrears) – if you have lived there less than 28 days	Immediate Notice to Leave – if you fail to pay rent you owe after your provider gives you 2 days’ notice to pay	Not Applicable
Unremedied Breach (other than rent arrears)	2 days’ Notice to Leave – your provider must first give you 5 days’ notice to remedy the breach	7 days Resident Leaving Form
Without Ground (Periodic Agreement)	30 days	7 days Resident Leaving Form
Without Ground (at the end of a Fixed Term Agreement)	At least 14 days	At least 7 days
Ending of Employment	1 month	Not Applicable.
Non-liveability – e.g. storm damage. Notice can only be given within 1 month of the event.	Notice can end the agreement on the same day the notice is given	Notice can end the agreement on the same day the notice is given
Compulsory acquisition	2 months	Not Applicable
Serious Breach	IMMEDIATE notice to leave	Not Applicable
Excessive Hardship or Repeated breach agreement	Provider can apply to the Tribunal for a termination order	Resident can apply to the Tribunal for a termination order
Mutual Agreement – agreement must be in writing	Ends on agreed day. No notice required unless mutual termination agreement otherwise specifies	Ends on agreed day. No notice required unless mutual termination agreement otherwise specifies

If the provider wants you to Leave

If the provider wants you to leave they must give you a written notice stating the reason they are ending the agreement and must give you the required amount of notice.

Ending agreement with or without grounds

Your provider can give you a NTL without grounds. This means the provider is not giving you a reason why they want you to move out.

Alternately your provider can give you a NTL “with grounds” if you breached the agreement and failed to “remedy” the breach by the date on a breach notice.

Mutual termination agreement

You and your provider can also come to an agreement about moving out. This agreement is sometimes called a mutual termination agreement. If you make a mutual agreement to move out put this in writing. Also include any agreements about refund of your bond or any money you or the provider agree to pay. Make sure you get a copy of the written agreement.

Immediate Notice to Leave

The provider can issue an **IMMEDIATE** Notice to Leave (NTL, RTA Form R12) your room and the premises if:

- the provider reasonably believes you used your room or the common areas for an illegal purpose; or
- you:
 - were living in the premises for less than 28 days at the time your rent was due; and
 - received a breach notice for your rent being in arrears; and
 - you failed to pay the arrears within the time stated in the breach notice; or
- you, or one of your guests, intentionally or recklessly:
 - destroyed or damaged the premises or a facility in the premises; or
 - endangered somebody on the premises; or
 - significantly interfered with the reasonable peace, comfort or privacy of another resident or their use of the premises.

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.

An immediate Notice to Leave must state why you are being required to leave and be signed by the provider.

You have until the end of the day to move out if you are given an immediate notice to leave.

Disputing a notice

You can dispute a Notice to Leave or Notice to Remedy a Breach if the notice does not comply with the Act, or if you do not agree with the reason the notice was given to you.

To dispute the notice you can send the RTA a Dispute Resolution Request (RTA Form R16) to access the RTA free dispute service. You can also contact Tenants Queensland for information about your rights.

If the provider gives you a Notice to Leave without grounds, this notice could be considered retaliatory if it is given to you because you have taken steps to enforce your rights. Retaliatory eviction is unlawful. If this happens you can apply to QCAT for an urgent hearing to challenge the notice. You must apply within 2 weeks of getting the notice.

If you believe your agreement is being ended unlawfully, you can contact Tenants Queensland for advice.

There are penalties for ending a rooming accommodation agreement in a way not laid out in the Act.

If you do not leave by the notice date

Power to remove residents

Whatever the reason for the Notice to Leave, if you have not left by the date on the form, the provider may remove you and your belongings from the premises.

A police officer must be present at the time if the provider is going to use force to remove you from the premises. The provider and anyone helping the provider may only use reasonable force to remove you.

Is someone acting for you?

If your provider knows that:

- an administrator or attorney has been appointed under the *Guardianship and Administration Act 2000* to deal with your financial affairs; or
- you have appointed an attorney to deal with your financial matters under the *Powers of Attorney Act 1998* and the provider reasonably considers you have impaired capacity for a financial matter,

then the provider must give any notices about your rooming accommodation to the appointed person.

If you, or a person acting for you, give your provider a written notice:

- stating that you have limited capacity to manage your affairs (e.g. due to language, literacy or other factors); and
- a person has been appointed to act for you in relation to your residency

then the provider must give any notices regarding your rooming accommodation to both you and the person you have appointed.

Residential Services (Accreditation) Act 2002

If you live in rooming accommodation you may also be covered by the *Residential Services (Accreditation) Act 2002* ('Accreditation Act').

The Accreditation Act regulates building and service standards for residential services, such as rooming accommodation, hostels, or boarding houses, where residents rent rooms and share facilities or services.

Some rooming accommodation isn't covered by the Accreditation Act. Student accommodation is one type of rooming accommodation that is exempt from the Accreditation Act.

In Queensland the Residential Services Unit oversees the registration and accreditation of residential services. They aim to ensure accommodation in residential services meets required standards and conditions set out in the Accreditation Act.

The Residential Services Unit is part of the Department of Housing and Public Works. You can contact the Residential Services Unit if you have concerns about residential standards or if your service provider:

- does not let you see your personal records
- is receiving money to move residents between premises
- is exercising a power of attorney for a resident in favour of themselves
- retaliates against a resident for making a complaint.

To contact the Residential Services Unit for more information about accreditation and regulation standards for rooming accommodation residential services:

Residential Services Unit DHPW

Phone: (07) 3008 3450

Email: residentialservices@hpw.qld.gov.au

Post: GPO Box 690, Brisbane Qld 4001

For free tenancy advice call:

Tenants Queensland (TQ)

1300 744 263 – QSTARS statewide advice line

www.tenantsqld.org.au

Tenants Queensland receives funding from the Commonwealth and State funded Community Legal Services Program and also manages the Queensland Statewide Tenant Advice and Referral Service (QSTARS) which is funded by the Queensland government

Further information:

Residential Services Unit

1300 366 311

www.rta.qld.gov.au

The Residential Tenancies Authority (RTA) is the government body that oversees Queensland tenancy laws. The RTA manages rental bond money and provides renting information, tenancy forms and publications, bond management and dispute resolution services, for tenants, lessors, providers, residents and agents. RTA services are funded from the interest earned on tenant bond money