



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

Provider's obligations

When you rent a room your provider has obligations under the Act. Your provider must

- give you a written agreement and a copy of any house rules at the start of the agreement
- provide you with their contact details and reasonable times when they can be contacted
- give you rent receipts or keep a rent record
- give you keys for your room and the premises
- take reasonable steps to ensure the security of your room and personal property
- ensure your room and common areas are fit to live in and comply with health and safety laws
- take reasonable steps to ensure your room, common areas and facilities are kept safe, in good repair, and (subject to any agreement) clean
- ensure you always have access to your room and common areas, including bathroom facilities
- take reasonable steps to ensure you have quiet enjoyment of your room and common areas
- not unreasonably restrict your visitors or guests
- not interfere with your reasonable peace, comfort or privacy in using your room or common areas
- give you notice if they want to enter your room
- give you written notice if they want to end the agreement.

Residents can make an agreement with the provider about cleaning if the premises are part of a larger complex with other residents and a small group of residents have exclusive access to their own common area.

This happens most often in student accommodation. For example; if four students rent individual rooms that open

into a shared lounge room and kitchen, the residents can make an agreement with the provider about cleaning the shared space.

Your obligations

As a resident, you have obligations set out in your rooming accommodation agreement and house rules and general obligations that are set out 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;
- 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);
- give written notice if you want to end the agreement;
- 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.

House rules

House rules form part of your rooming accommodation agreement. It is important to understand the 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.

The provider must 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 consuming illegal 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 unreasonable house rule

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 a house rule is unreasonable you may make an application to the Queensland Civil and Administrative Tribunal (QCAT) for a hearing and request an order declaring that the house rule is unreasonable.

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

QCAT will make a decision about whether the rule is 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.

If the provider wants to change the house rules

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

Paying for Utilities

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 for the utility service must not be more than the amount the provider is charged for the service.

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

Security and Fixtures

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 to a premises (e.g. installing an air conditioner) 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 (RTA Form R11), from your provider, it is important to remedy the breach (fix the problem) 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 you can give them a Notice to Remedy Breach (RTA Form R11). Use this form to let your provider know there is a problem and they must remedy the breach by the due date on your notice.

Your Notice to Remedy Breach R11 form should give your provider at least five days' notice to remedy the breach (fix the problem). Remember to keep a copy for your records.

Resolving disputes

If you are having a dispute with your provider you can negotiate with them to solve the problem. If you make an agreement put it in writing and keep a copy. This is 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) into the RTA. The RTA runs a free dispute resolution service that can help you and your provider communicate and reach a voluntary agreement. If you reach an agreement you should ask the RTA for a written copy of the outcome.

If you cannot resolve your dispute with the help of an RTA conciliator, the RTA will send you a Notice of Unresolved Dispute (NURD). You can then apply to the Queensland Civil and Administrative Tribunal (QCAT) for a hearing and final decision about your dispute.

In QCAT you and the provider each have an opportunity to present evidence to the member, or adjudicator, who can make a final decision, about the dispute.

Residents can get advice and assistance from Tenants Queensland. Information about resolving disputes is also available on the Tenants Queensland website at www.tenantsqld.org.au including QCAT videos and a Tenancy Fact sheet titled "Resolving Tenancy Disputes".

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:

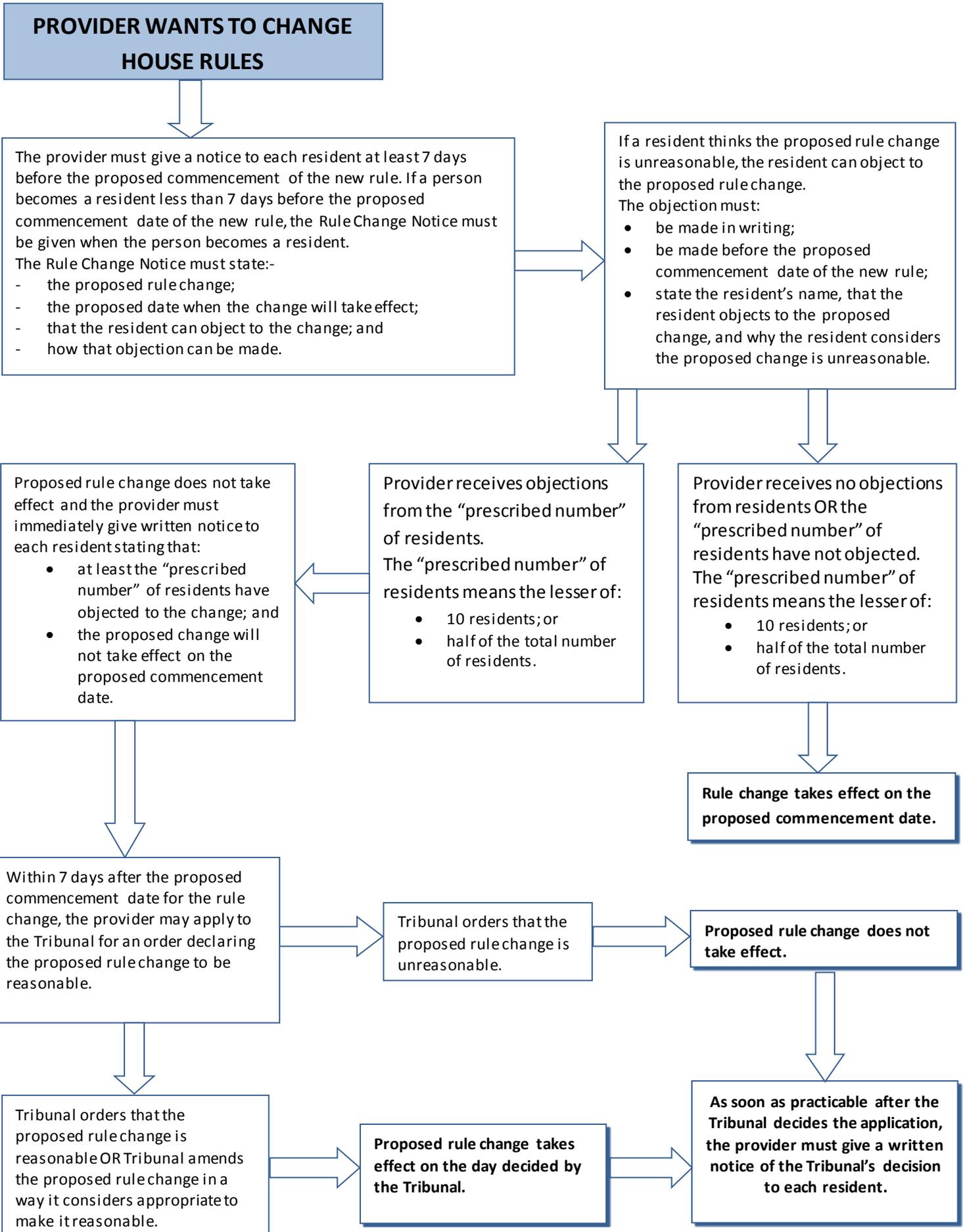
Residential Tenancies Authority (RTA)

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

WHEN THE PROVIDER WANTS TO CHANGE THE HOUSE RULES



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