

Rooming Accommodation generally covers residents who rent a room, but share facilities like a kitchen or bathroom. 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.

Your agreement

Your provider must give you a *written* agreement by the day you move in. The agreement must be written in a clear and precise way. You will need to read and sign the agreement.

Once you have signed your agreement and given it to the provider, they must also sign the agreement and give you a fully signed copy within 3 days. If the provider fails to do this, then they will be in breach of the Act.

It is an offence for the provider to include a term in your agreement that contradicts what the Act says. Any term which contradicts the Act is invalid and not enforceable.

Your provider must keep a copy of your agreement for at least one year after the agreement ends.

If you only have a verbal agreement with your provider and don't sign any written agreement, you are still protected by the Act. The terms of your agreement will be what you and the provider verbally agreed.

However, in a dispute, it may be difficult to prove what you agreed or did not agree to, when you don't have any written evidence of your agreement.

What your Agreement should contain

Your agreement must:

- state your provider's name, address and any telephone number;
- state your name, address and any telephone number;
- fully describe any services provided to you e.g. food, personal care, linen;
- state how much rent you need to pay, as well as when and how to pay the rent;
- state how much of the rent is for

- accommodation, food service, personal care service and any other service;
- state the amount of bond you need to pay;
- if the agreement is for a fixed term, state the term of the agreement; and
- be signed by both you and the provider.

These are standard terms of a rooming accommodation agreement. Your agreement may also contain special terms about things in your rooming accommodation, for example getting food or personal care provided.

Fixed or Periodic

Your agreement may be a fixed term agreement or a periodic agreement. A fixed term agreement has a beginning date and an end date.

A periodic agreement has no end date, it ends when either you or the provider decide to end the agreement. See the *Moving Out* Rooming Fact Sheet for more information on ending rooming accommodation agreements.

A fixed term agreement may turn into a periodic agreement if the end date of the agreement passes without either party ending the agreement. All the terms and conditions of the agreement will continue to apply except the end date.

Make sure you get your rooming accommodation agreement in writing and keep a copy.

This document may assist you if you have a dispute with your provider.

House rules

House rules form part of your rooming accommodation agreement, so it is important that you ask about any house rules before you sign an agreement.

For more information on house rules, see Rooming Accommodation Fact Sheet *While You are a Resident*.

Address for service

On or before the time you move into your room, your provider must give you written notice of the provider's name and address for service. This is who you contact if you have any problems regarding your room.

If this information changes the provider must give you the new details within 14 days.

Bond

When you pay a bond make sure you get a receipt for the amount of bond you paid. You and the provider will need to fill in an RTA Form 2 Bond Lodgement form.

Whoever you pay your bond to, must lodge your bond and the Bond Lodgement form with the RTA within 10 days.

For more information on bonds, see the Residential Tenancies fact sheet *Rental Bonds*.

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.

Condition reports

If you had to pay a bond, your provider must prepare and fill out a Condition Report (Residential Tenancies Authority (RTA) Form R1) and give you a copy when you first move into your room.

When you get the Condition Report, you should write notes about what your room is like on the Condition Report and then sign it. You don't have to agree with what the provider has written in the Condition Report.

Make sure you keep a copy of the signed and finished Condition Report. You need to give the Condition Report back to the provider within 3 days of moving into your room.

You could also take some photos of your room when you move in. The Condition Report and any photos you take may be useful evidence when you apply to get your bond back.

Opt in

If you live in rooming accommodation but your agreement states it is a Residential Tenancy Agreement, or you have signed a Form 18a Residential Tenancy Agreement, then you will be covered by the residential tenancies provisions of the Act.

The residential tenancy laws generally provide greater protection and renting rights than the rooming accommodation sections of the Act.

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).