

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

Giving notice

If either you or your provider want to end your rooming accommodation agreement, you will need to give or receive written notice..

When you want to move out you should issue your provider with a Resident Leaving Form (Residential Tenancies Authority (RTA) Form R13).

When the provider wants you to move out then they must issue you with a Notice to Leave (RTA Form R12).

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.

What if your provider breaches the agreement?

If you have a problem with your residency, you should notify your provider and try to negotiate a solution with them. If you can come to an agreement, make sure you get the agreement in writing and keep a copy.

You can also issue a Notice to Remedy Breach (NTRB, RTA Form R1); to your provider if you believe your provider has breached your rooming accommodation agreement. The NTRB notifies your provider that there is a problem.

Examples of the provider being in breach of your rooming accommodation agreement are the failure of the provider to carry out repairs when they have been notified repairs are needed or if the provider doesn't 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.

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 or without grounds.

For example, if you have given a NTRB for the provider's failure to do repairs and the provider hasn't taken steps to fix the problem in the time provided then you may give a Resident Leaving Form "with grounds".

The table on the following page of this fact sheet lists other grounds to terminate an agreement. If you want to leave your room for reasons other than the listed grounds, you can issue a Resident Leaving Form "without grounds".

You can get a Resident Leaving Form (RTA Form R13) from the Tenants' Union of Queensland, your local TAAS, on the RTA website , or at some Australia Post outlets.

What 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.

The provider's NTRB (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 also tell you the steps that the provider thinks are necessary to fix the breach.

It is important for you to fix any breach by the due date on the NTRB. If you can't remedy the breach, or you don't think you have breached your agreement, contact

your provider and let them know. It is a good idea to do this in writing and keep a copy of any correspondence. You can dispute a NTRB if you believe you have not breached your residency agreement.

If you would like more information in relation to resolving disputes with your provider, please read the

Tenants' Union of Queensland general fact sheet titled "Resolving Tenancy Disputes". It goes through a lot of information about residency disputes in Queensland.

Reasons your agreement can be ended	Notice PROVIDER must give you	Notice YOU must give Provider
Mutual Agreement	No notice required, unless mutual termination agreement otherwise specifies	No notice required, unless mutual termination agreement otherwise specifies.
Un-remedied Breach (rent arrears)	If you have lived in the room for less than 28 days - Rooming Accommodation Agreement <u>may</u> end IMMEDIATELY If you have lived in the room for 28 days or more – 4 days' notice	Not Applicable
Un-remedied Breach (other than rent arrears)	2 days	7days (It is best to get advice before you issue a Notice to Leave if you are on a fixed term agreement)
Without Ground (Periodic Term Agreement)	30 days	7 days
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	Rooming Accommodation Agreement <u>may</u> end on the day the notice is given	Rooming Accommodation Agreement <u>may</u> end on the day the notice is given
Compulsory acquisition	2 months	Not Applicable
Serious Breach	Rooming Accommodation Agreement ends IMMEDIATELY	Not Applicable
Excessive Hardship	Provider to apply to the Tribunal for an order	Resident to apply to the Tribunal for an order
Repeated Breaches	Provider to apply to the Tribunal for an order	Resident to apply to Tribunal for an order

If the provider gives you a Notice to Leave (NTL)

The table below lists the reasons that your provider can give you a NTL (RTA Form R12).

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

Your provider can give you a NTL with grounds if they have given you a NTRB and you do not fix the problem within the time they have listed on the notice.

You and your provider can also come to an agreement about moving out. This agreement is sometimes called a mutual termination agreement. Any agreements you make should include all the things you agreed on and be in writing. Make sure you get a copy of the 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, have 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.

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.

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.

Disputing the termination of your agreement

You can issue a Dispute Resolution Request (RTA Form R16) if you believe your provider has given you a Notice to Leave that is not in compliance with the Act.

If a Notice to Leave without grounds has been given to you because you have enforced your rights, (e.g. you have given the provider a Notice to Remedy Breach) this might be a retaliatory eviction. Retaliatory eviction is unlawful and can be challenged in QCAT.

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

If you believe your agreement is being ended unlawfully, it is a good idea to contact the Tenants' Union of Queensland or your local Tenant Advice and Advocacy Service for advice and support.

If you do not leave by the notice date

Power to Remove

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

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

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 in relation to your residency to the person/s appointed.

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
- appointing a person to act for you in relation to your residency

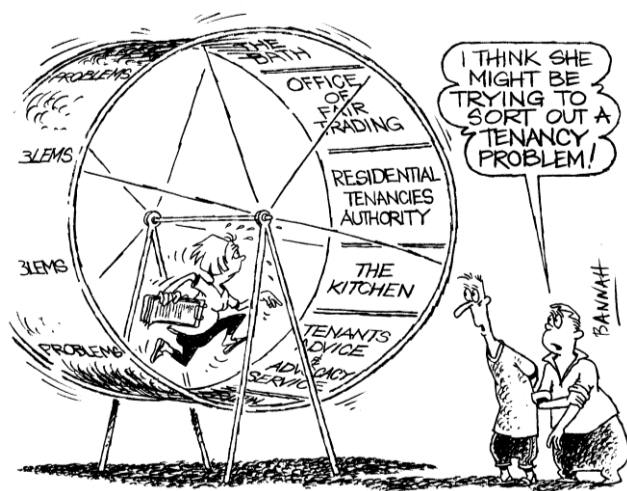
then the provider must give any notices in relation to your residency to both you and the person you have appointed.

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 some boarding house style accommodation, where residents rent rooms and share facilities.

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



The Office of Fair Trading website states that the Residential Services Unit works to improve the standards and conditions of residential services in Queensland. They suggest you contact the Residential Services Accreditation Unit 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.

Contact the Office of Fair Trading for more information about how the Accreditation Unit regulates residential services at 07 3008 5824 or www.fairtrading.qld.gov.au.

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).