

# Entry and privacy

When you rent a place in Queensland, you are entitled to 'quiet enjoyment' of the premises. The Residential Tenancies and Rooming Accommodation Act 2008 ('the Act') describes your rights to security and privacy, and sets out the conditions under which the lessor, agent, or provider, can enter your place.

## Your right to privacy

The lessor, agent or provider must take reasonable steps to ensure that you have privacy and quiet enjoyment of the premises.

During your tenancy the lessor, agent or provider must not interfere with your reasonable peace, comfort or privacy in using the premises. If the lessor, agent or provider wants to enter your premises they must have a lawful reason and must give you the required amount of notice.

If your lessor, agent or provider fails to respect your privacy, does not ensure adequate security, or does not follow the rules of entry, this is a breach of the agreement. If this happens, you can give them a Notice to Remedy Breach. Your notice can ask them to comply with the Act.

As a tenant or resident, you must not cause a nuisance in your use of the premises, interfere with the reasonable peace, comfort or privacy of your neighbours, or use the premises for illegal purposes. You are also responsible for the behaviour of your guests and visitors.

Your lessor, agent or provider is not responsible for noise caused by your neighbours or local activities. If the noise is caused by a barking dog or a noisy building site, the local Council may be able to help. The police may be able to help in cases of unreasonable noise from neighbours. If those neighbours also rent from the same lessor, agent or provider, you can approach your lessor, agent or provider about the problem.

## What's inside

- ★ Notice of entry
- ★ Can you refuse entry?
- ★ Notice requirements
- ★ Rules about entry
- ★ Who can enter?
- ★ If premises are for sale
- ★ Entry when you're not at home
- ★ Resolving disputes about entry

**Tenancy Facts** are published by Tenants Queensland (TQ) to assist tenants and residents. Tenancy Facts are available from your local QSTARS advice service or TQ at [www.tenantsqld.org.au](http://www.tenantsqld.org.au)

**Who's who?** A **lessor** is the person who gives a **tenant** the 'right to occupy' a residential premises under the Act. Lessors often employ real estate **agents** to work on their behalf. A **provider** is a person who provides rooming accommodation to **residents**.

**The Residential Tenancies Authority** (RTA) is the government authority that oversees tenancy laws in Queensland. Tenancy forms are available from the RTA online at [www.rta.qld.gov.au](http://www.rta.qld.gov.au) or call the RTA on 1300 366311

**The Tribunal** refers to the Queensland Civil and Administrative Tribunal (QCAT), which hears residential tenancy disputes. To find your local Tribunal visit [www.qcat.qld.gov.au](http://www.qcat.qld.gov.au) or call QCAT on 1300 753 228



## Notice of entry

The lessor, agent or provider can only enter your place if they have a reason set out in the law. You must also be given the correct amount of written notice on an Entry Notice form.

The lessor, provider or their agent can only enter without giving you written notice if you agree, or if it is an emergency.

The reasons they can enter and the required notice periods are set out in the Act. A summary table is included in this Tenancy Facts.

The proposed entry must be at a reasonable time. A reasonable time may depend on your circumstances. In residential tenancies, the Act states that reasonable times are not before 8.00am or after 6.00pm, and not on Sundays or public holidays, unless otherwise agreed by you.

## Can you refuse entry?

If you have been given the required Entry Notice with the correct notice period and the proposed entry time is reasonable, you cannot refuse access. If the entry notice does not satisfy the requirements of the Act, you can refuse access.

If you receive an Entry Notice and dispute the proposed entry, you should immediately contact the lessor, agent or provider to discuss the issue.

If the reason for entry is lawful, but the proposed time is not reasonable, you could talk to the lessor, agent or provider to propose an alternative time for the entry. Put this proposal, or any agreement you reach about the entry, in writing.

If you are not given the correct entry notice, you do not have to allow the person to enter the premises.



# Entry and privacy

## Notice requirements

The lessor, agent or provider can only enter your place if they have a reason set out in the law. Before the lessor, provider or their agent can enter they must give you notice in writing, using an Entry Notice form (unless notice is not required under the Act). The notice must state the reason for entry, and give you the correct notice period. The table below sets out the reasons they can enter and the required notice.

Reason for entry	Minimum notice required
<b>General tenancies and moveable dwellings</b>	
To inspect the premises (except a short tenancy moveable dwelling). Inspections can only occur once every three months unless you agree otherwise.	7 days
To inspect the premises for a short tenancy moveable dwelling.	24 hours
To inspect repairs or maintenance within 14 days after completion of the work.	24 hours
To inspect that a significant breach of the agreement has been remedied by you (you must have received the correct notification about the breach and re-entry must be made within 14 days of the end of the remedy period).	24 hours
To carry out repairs or maintenance. <sup>1</sup>	24 hours
To comply with requirements of the Fire and Rescue Service Act in relation to smoke alarms, or to comply with requirements of the Electrical Safety Act in relation to approved safety switches. <sup>1</sup>	24 hours
To show the premises to a prospective buyer or tenant. You must have received written notice that the lessor intends to sell the property, or a notice to end the tenancy must have been issued, before you can be given the first Entry Notice. A reasonable time must elapse between each entry to show premises to a prospective tenant or buyer.	24 hours
To allow for valuation of the premises.	24 hours
If the lessor or provider believes you have abandoned the premises.	24 hours
If you agree to the entry (no written notice required).	Any time as agreed
In an emergency.	No notice required
If the lessor or provider believes on reasonable grounds that entry is necessary to protect the premises from damage.	No notice required
To maintain your site in a moveable dwelling park.	No notice required, if your agreement states the frequency and the conditions under which entry can be made.
<b>Rooming accommodation</b>	
<b>Rooming Accommodation</b>	
To inspect a room (can only happen once a month).	48 hours, and immediately before entry if you are in or near your room.
To clean the room, carry out pest control, make routine repairs or carry out maintenance to the room, show the room to a prospective buyer or resident or to allow for a valuation of the premises.	24 hours, and immediately before entry if you are in or near your room.
To carry out urgent repairs, in an emergency or if the provider believes the room has been abandoned.	Immediately before entry if you are in or near your room at the time of entry.
If you agree to the entry or your rooming accommodation agreement states times the provider may enter the room to provide a service, such as weekly cleaning.	At the agreed time.
To provide an agreed service to the resident.	At a reasonable time to provide the agreed service.

1. Note: If the premises is in a remote place or there is a shortage in the area of suitably qualified tradespeople to carry out the repairs or maintenance, then the lessor or agent does not need to give you notice.

## Rules about entry

- A lawful reason must exist for the proposed entry
- You must be given required notice of the entry
- The proposed entry time must be reasonable
- The lessor, provider or their agents must respect your privacy.

### Specified time

In residential tenancies, if the entry is by the lessor and/or agent (renting or selling), without a third person such as a tradesperson, the notice must give you a two hour 'window of entry' during which the entry will commence. However the entry may continue after this two hour period. For example, if you receive notice that an inspection will begin between 9.00am and 11.00am the agent or lessor may enter at 10.45 but not finish the inspection until 11.15am.

### Remote location exemptions

If you live in a remote location and there is a shortage of qualified tradespeople, the lessor or provider does not have to give you a written entry notice, or specify a two hour time-frame when the entry will begin. This applies if the entry is to carry out repairs or maintenance, or is an entry to comply with requirements of the *Electrical Safety Act 2002* in relation to approved safety switches, or comply with the *Fire and Rescue Service Act 1990* in relation to smoke alarms.

### Rooming accommodation

In rooming accommodation, if entry is to more than one room, the notice may be given by posting it on a notice board, or another place it is likely to be seen by residents.

In rooming accommodation the provider must respect your privacy when they enter your room. If you are in or near your room when an entry is about to occur, the provider must let you know that they are about to enter. The provider must not stay in your room longer than is necessary to carry out the entry.

## Who can enter?

The lessor, agent or provider can enter the premises, and they can enter with another person if this is necessary to achieve the purpose of the entry. If the entry is to protect the premises from damage, they may enter with a police officer.

The lessor or provider may appoint a secondary agent, such as a sales agent, to act on their behalf. If a secondary agent seeks to enter the premises, without the lessor, agent or provider present, you can ask the secondary agent to show you evidence of their appointment by the lessor or provider. They can only enter the premises without the lessor or provider, if they show you this evidence, or if you otherwise agree to the entry.

## If premises are for sale

In residential premises if the lessor decides to sell the premises during your tenancy they must give you a Notice of Lessor's Intention to Sell Premises. before, or when they give you the first Entry Notice to show the premises to a prospective purchaser. While the place is for sale:

- You must be given at least 24 hours notice for each entry
- Entry must be at reasonable times
- A reasonable time must elapse between entries
- The lessor or agent must accompany the person who views the premises, unless you agree otherwise
- If the agent who shows the premises to a prospective purchaser is not your usual agent, you can request evidence of their appointment
- The lessor must not use a photo or image of the premises for advertising, if the photo shows your belongings, unless you give your written consent
- The lessor must not conduct an open house or hold an auction on the premises unless you give your written consent.

In the first two months of your tenancy agreement, if the premises is advertised for sale, or the lessor or agent enters to show it to a prospective purchaser, you can give notice to end the agreement if you were not notified the premises were being sold when you began the agreement. Your Notice of Intention to Leave must give at least 14 days notice. This notice can only be issued within two months and two weeks from the start of the tenancy agreement. For more information contact a tenant advice service.

## Entry when you're not at home

The lessor, agent or provider can enter the premises when you are not there, if you have been given the required written notice. If you are at home when they enter you cannot be asked to leave the premises while they carry out the entry. Entry must be at a time which is reasonable for both parties. If you want to be at home when the lessor or provider enters, you can try to arrange a mutually agreed time with them.

If you have household contents insurance you are usually responsible for any loss or damage that occurs when you allow someone onto the premises.

You may want to be present when the lessor or agent enters, to ensure the security of your goods. You can raise this issue with your lessor when negotiating a reasonable time for entry.

**If you are not given the correct entry notice, you do not have to allow the person to enter the premises.**

### Unlawful entry

If the lessor, agent or provider enters your place without giving you the required written notice and without your agreement, this is a serious offence and they could be fined. You can contact the RTA Investigations Unit and make a complaint about this offence.

You can also take steps to resolve the dispute by issuing a Notice to Remedy Breach, applying to the RTA Dispute Resolution Service, or applying directly to the Tribunal for an urgent tenancy hearing.

### Repeated unlawful entry or breach of privacy

You can apply directly to the Tribunal for an urgent hearing to terminate the agreement for 'repeated breaches' if your lessor, agent or provider breaches the agreement three times in 12 months. This applies if you have issued a Notice to Remedy Breach on the first two occasions for a similar breach and each breach is remedied by the due date. If a similar breach occurs for a third time within the 12 month period you can apply to the Tribunal for an urgent termination hearing.

In the Tribunal, you will need evidence that the repeated breaches are serious enough to justify early termination of the agreement. You do not need to issue a third Notice to Remedy Breach form, or issue a Notice of Intention to Leave or Resident Leaving Form, before you apply to the Tribunal.

### Harassment

The lessor, agent or provider must not harass, intimidate or verbally abuse you or someone visiting you. In a residential tenancy, if your lessor or agent's behaviour is 'objectionable' in this way, you can apply directly to the Tribunal for an urgent hearing to end the tenancy. This does not apply to rooming accommodation.

*For more information, see the You Want to Leave Tenancy Facts, or contact a tenant advice service.*

## Resolving entry disputes

If the lessor, agent or provider enters without giving you the correct notice, fails to respect your privacy, or fails to ensure the place is reasonably secure, they are in breach of the tenancy agreement.

If you dispute an Entry Notice, or have a dispute about entry, privacy or security issues, you should contact your lessor, agent or provider to notify them about your concerns and negotiate an agreement. If you reach an agreement put it in writing.

If you believe your lessor, agent or provider is in breach of the Act you can give them a Notice to Remedy Breach form that asks them to fix the problem by a due date. You must give them at least seven days notice. Your notice can request they fix the problem, or provide you with an assurance that the breach will not occur again.

If you cannot reach an agreement with the lessor, agent or provider regarding an entry dispute, you can apply directly to the Tribunal for an urgent hearing and a final decision about the matter. If you are disputing an Entry Notice it is unlikely the Tribunal will be able to hear your case before the proposed entry time. At the hearing the Tribunal can make an order to change the rules of entry in a way it considers appropriate.

If you have a dispute about entry or privacy issues you also have the option to apply to the RTA Dispute Resolution Service for conciliation. The RTA conciliator can assist parties to share information and reach an agreement to resolve the dispute. If you reach an agreement put it in writing.

*For more information, see the Resolving Tenancy Disputes Tenancy Facts or contact a tenant advice service.*

## Further help

### Tenants Queensland

Tenants Queensland (TQ) is a specialist community and legal service that has been providing services to and representing the interests of residential renters in Queensland since 1986. The QSTARS advice service is managed by TQ and delivered in collaboration with partner organisations.

For more information visit [www.tenantsqld.org.au](http://www.tenantsqld.org.au)

### Queensland Statewide Tenant Advice and Referral Services (QSTARS)

QSTARS provides specialist tenancy advice, advocacy support and referral for Queensland renters.

Contact QSTARS for tenancy advice on: **1300 744 263**

Open Mon – Fri 9am – 5pm (extended hours to 7pm on Tues & Wed)

Visit [www.qstars.org.au](http://www.qstars.org.au) for fact sheets and information



*Tenants Queensland is an independent community organisation. We gratefully acknowledge funding from the Commonwealth Government Community Legal Services program and the State Government Department of Housing and Public Works QSTARS program*

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