

Rent and other charges

When you rent a place to live, you are required to pay the rent on time in accordance with the agreement. You may also need to pay some other charges related to the property. In Queensland, the rent and other charges that you pay are regulated under the Residential Tenancies and Rooming Accommodation Act 2008 ('the Act').

Paying rent

Your tenancy agreement will state how much rent you pay, and how and when you should pay it. Once you agree to pay your rent in a certain way, then that is how you must pay.

During your agreement the way you pay your rent cannot be changed without your written consent. However, the lessor, agent or provider can change the place at which you pay your rent, if the change is reasonable.

Rent Receipts and Records

When you pay rent, your lessor, agent or provider, must either give you a receipt or keep a rent payment record. You must be given a receipt if you pay by cash or cheque. If you ask for a copy of your rent record you must be given a copy within 7 days. Your lessor, agent or provider can only use your rent payments for rent. They must not use your rent money for another purpose, for example to pay for repairs, service charges or fees.

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Rent payment methods

The Act sets out approved ways for paying rent, including cash, cheque, EFTPOS, deposit to a financial institution, credit card, deduction from your wages or benefit, or another way agreed by you and the lessor, agent or provider.

You may be asked to use a rent payment method that is not an approved way of paying rent. If this happens you must be given a written notice with a choice of at least two other approved ways of paying rent and must be notified of costs to use each rent payment method, which you may not otherwise be aware of.

Rent cards

Your agent may ask you to pay your rent using a 'rent card'. These cards are usually provided by a third party company. If you agree to use a rent card you are generally asked to sign a separate contract directly with the rent card company.

Under the rent card contract, you may be charged fees, such as a monthly fee, a fee when rent is paid or fees if there is any sort of default in money being available.

Rent cards are not named in the Act as an approved rent payment method. This means the lessor, agent or provider cannot require you to use a rent card and must seek your agreement. You must be notified of any costs associated with using a rent card and you must be offered a choice of at least two other approved rent payment methods.

Electronic rent payments

If you pay your rent by electronic transaction, such as B-pay, via the internet, or direct debit, your rent is taken to be paid on the day you make the transaction, even if the lessor or agent does not receive the payment in their account until a later date.

Rent in advance

In most cases you will be required to pay your rent in advance (ie: at the beginning of each rent period). The maximum rent in advance is two weeks for rooming accommodation, moveable dwellings and general tenancy periodic agreements. If you have a fixed term agreement for a general tenancy, the maximum rent in advance is one month. It is an offence for the lessor, agent, or provider to require more than the maximum rent in advance, or demand additional rent before the rent you've paid is used up. If they do this, they could be fined.

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

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 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 or call QCAT on 1300 753 228



Rent and other charges

Rent receipts and records

Depending on how you pay your rent, your lessor, agent or provider must either give you a rent receipt or keep a rent payment record.

If you pay rent in cash, you must be given a receipt. If someone else pays rent in cash on your behalf, you must be given a receipt by the end of the next business day.

If you pay rent by cheque, and request a receipt when you make the payment, you must be given a receipt within three business days.

If you pay rent by another method, your lessor, agent or provider must keep a rent payment record. If you request a copy of the rent record, they must give you a copy within seven days.

It's a good idea to keep copies of rent receipts, or your own record of rent payments. This can provide important evidence if you have a dispute about rent.

If the lessor, agent or provider fails to give you a rent receipt within the required time, or a copy of the rent payment record within seven days of your request, this is an offence and they could be fined.

The rent receipt or payment record must include:

- Your name
- The address of the premises
- The date the payment was received
- The period of rent the payment covers
- The amount paid
- That the payment is for rent.

In rooming accommodation, the receipt or record must also include:

- Your room number
- The individual amounts for accommodation and any other service (such as food or personal care).

Keep rent receipts or records

Always check rent receipts to make sure the details are correct. It is always good practice to keep copies of rent receipts or a record of your rent payments. For cash payments, your receipt is probably the only record you have that the rent was paid. The lessor, agent or provider must keep copies of rent receipts and payment records for one year after the tenancy ends. If they do not, they could be fined.

Rent for part of a period

The rent for your agreement accumulates for each day that you live in the premises. When you leave, you are only required to pay rent up to and including the handover day, even if this falls in the middle of a rent period. To calculate part of a rent period, divide the weekly rent by seven (days) to get your daily rent then multiply the daily rent by the number of days that you need to pay for.

If you have difficulties paying rent talk to your lessor, agent or provider. If you make an agreement to catch up the rent – put it in writing.

Rent increases

The lessor, agent or provider must give you written notice before increasing the rent. They can only increase the rent in certain circumstances, and they must provide the correct notice period.

In general residential tenancies, the rent can only be increased once in any six month period. However, this does not apply to rooming accommodation.

Fixed term agreements: Rent can only be increased during a fixed term agreement if a term in the agreement allows for a rent increase. The term must state the amount of the increase or how it will be calculated. You must be given at least two months notice.

Periodic agreements: You must be given a written notice stating the amount of the rent increase and the date it will take effect. You must be given at least two months notice.

New fixed term agreements: At the end of an existing tenancy, your lessor, agent or provider may offer you a new fixed term agreement to sign. This agreement may include changed terms such as a rent increase. You can negotiate the terms of the proposed agreement. If you sign the new agreement, you will have to pay the rent as agreed. If you think the rent increase is excessive and represents a significant change in the agreement, you can apply to the Tribunal to dispute the rent increase, but must do so within 30 days of signing the new agreement. (This does not apply to agreements for rooming accommodation). This is a non-urgent application so you must first apply to the RTA Dispute Resolution Service and attempt to resolve the dispute, before you can apply to the Tribunal for a tenancy hearing.

Rooming accommodation: You must be given a written notice stating the amount of the rent increase and the date it will take effect. You must be given at least four weeks notice. If you have a fixed term agreement, your rent can only be increased if:

- The agreement includes a term that allows for a rent increase and states the amount of the increase or how it will be calculated; or
- Both parties agree to amend the agreement because of a new service/s that the provider will provide.

Public housing: In public or community-managed housing, your rent is based on a percentage of your income. Notice requirements for rent increases do not apply in public housing when the State is the lessor, but rent increase notices do apply if you rent from a community housing provider. If you disagree with your income-based rent assessment, contact your housing provider. If you disagree with their decision, you can lodge an appeal. Time limits may apply to lodging an appeal.

Incorrect notice

If you are not given correct notice of a rent increase, you are not obliged to pay the increased rent. You can write to your lessor, agent or provider to dispute the incorrect notice. Before the rent can be increased, you should be given a new notice that includes the correct notice period. The new notice cannot be backdated.



Disputing a rent increase

If you think a proposed rent increase is unreasonable, you can dispute it. This does not apply if you rent in public housing where your lessor is the State and your rent is calculated as a percentage of your income. However if you dispute a rent assessment notice you can contact your Housing Service Centre and appeal the rent assessment decision within 28 days.

If you are in private rental and dispute a rent increase, it is useful to discuss the proposed increase with your lessor, agent or provider. You can write a letter explaining why you think the increase is excessive and suggesting a reduced increase. You may want to gather evidence of rents in the area for similar properties and point out your value as a secure and reliable tenant.

If you cannot reach an agreement about the rent increase, you can use a Dispute Resolution Request form to apply to the RTA Dispute Resolution Service for help to resolve the dispute. If the RTA cannot assist you and the lessor, agent or provider to reach an agreement, the RTA will send you a Notice of Unresolved Dispute which entitles you to apply to the Tribunal for a hearing.

Time limits to dispute an increase

If you have a residential tenancy agreement, you can apply to the Tribunal for a tenancy hearing to dispute an excessive rent increase, or a significant change in a new agreement. You must act quickly as time limits apply. You have 30 days to apply to the Tribunal after receiving your rent increase notice, or signing a lease renewal with a significant change. These applications do not apply to residents in rooming accommodation. These are non-urgent Tribunal applications so before you can apply to the Tribunal you must first attempt to resolve the dispute using the RTA Dispute Resolution Service.

Excessive rent increases

If you have a periodic or fixed term residential tenancy agreement and receive notice of a rent increase that you believe is excessive, you can apply to the Tribunal to dispute the increase. You must apply to the Tribunal within 30 days of receiving the rent increase notice, or before the fixed term agreement ends, if this is earlier. Before you apply to the Tribunal you must first attempt to resolve the dispute using the RTA Dispute Resolution Service.

Significant changes to new agreements

If you have an existing residential tenancy agreement and sign a new agreement for the same premises that includes a significant change from the old agreement (such as a rent increase or change in rent payment method), you can dispute the change. After signing the new agreement you have 30 days to apply to the Tribunal for a hearing. This is a non-urgent Tribunal application so before you can apply to the Tribunal you must first attempt to resolve the dispute using the RTA Dispute Resolution Service.

If you are disputing a rent increase you will need to pay the higher rent until the Tribunal hears your case. Tribunal decisions are binding. The Tribunal can set aside or reduce the increase, but if they agree the rent increase is reasonable you will have to pay the higher rent for the remainder of the agreement.

Tribunal decisions

In deciding an application about a rent increase, the Tribunal must have regard to the following:

- The range of market rents for similar premises in the area.
- The proposed amount of rent increase.
- The state of repair of the premises.
- The term of the tenancy, and the period since the last increase.
- Anything else the Tribunal considers relevant.

For more information about applying to the Tribunal, see the Resolving Tenancy Disputes Tenancy Facts. If you decide to apply to the Tribunal you can also seek help from a tenant advice service.

Rent decreases

In some situations, you may be entitled to a rent decrease. You can negotiate a rent decrease directly with your lessor, agent or provider, or seek an order from the Tribunal. Under the Act you may be eligible for a rent decrease in the following situations:

In residential tenancies:

- Services, facilities or goods that are part of the agreement become unavailable or are withdrawn (other than because of a breach by you).
- The amenity or standard of the premises substantially decreases (other than because of malicious damage by you).
- The premises can no longer be lawfully used as a residence or is compulsorily acquired by an authority.

In rooming accommodation:

- Because your room or the common areas become partly unfit to live in or their amenity or standard substantially decreases (other than because of your intentional or negligent behaviour).
- Because a service provided under the agreement becomes unavailable, or the standard of the service substantially decreases (other than because you have failed to meet your obligations under the agreement).
- Residents in rooming accommodation can seek a rent reduction if they are absent from the premises and no longer receive a personal care or food service. For a rent reduction relating to a food service, the absence must be longer than two continuous weeks.

In any of these situations, you should try to negotiate a reduced rent with your lessor, agent or provider. It's a good idea to put your request in writing and keep a copy.

If you can't reach an agreement, you can apply to the RTA Dispute Resolution Service for conciliation. You will need to complete a Dispute Resolution Request form and send it into the RTA.

If the RTA cannot help you to reach an agreement, you will be sent a Notice of Unresolved Dispute. You can then apply to the Tribunal for a non-urgent hearing about the rent decrease.

Service charges

The lessor is responsible for paying the property rates, taxes and any premiums for the premises. However you may be required to pay for some service charges to the property.

General tenancies

In a general tenancy, you will need to pay for any services that you have connected, such as gas, electricity and telephone.

If you do not have an individual meter for a service, or the account is not in your name, you can only be required to pay for the service if this is stated in the agreement.

For services that are shared with other premises and are not individually metered, the agreement should state how your share will be worked out and how you will pay the money. The lessor must not charge you more for the service than the amount that they are charged by the relevant supplier.

Moveable dwellings

If you have an individual meter for a service in a moveable dwelling, you can be charged for that service. Your lessor must not charge you more than the amount charged by the supply authority.

If your rent payments include the cost of service charges such as gas, electricity and water, you are entitled to ask the lessor to give you a written statement showing the amount of rent that is attributed to each particular service or facility.

If a service or facility becomes unavailable due to the lessor's actions, your rent payment can be reduced from the time the service becomes unavailable.

If you and the lessor don't agree about a rent reduction, you can apply to the RTA's free Dispute Resolution Service for help to resolve the dispute. If the RTA cannot help you to reach an agreement, you can apply to the Tribunal for a decision.

Rooming accommodation

In rooming accommodation, your agreement should fully describe the services to be provided under the agreement, and state the components of the rent for each service. This may include food services, personal care services, or other services.

You can only be required to pay for a utility service, such as electricity, gas or water, if your room is separately metered for the service. If you are required to pay, the amount should not be more than the amount charged by the supplier.

**Keep copies of rent receipts,
or a record of your rent payments.
They provide evidence
if you have a dispute.**

Water charges

In rental premises you can be asked to pay for water if the premises are individually metered, or if water is delivered to the premises, and your agreement states that you must pay for water. You can only be required to pay the full cost of water consumption if the premises meet water efficiency standards as set out in the Act.

When you move in, it's a good idea to record the water meter reading on your Entry Condition Report. The Entry Condition Report may state whether the premises meets water efficiency standards.

The lessor can only ask you to pay the full cost of water consumption if the premises are considered 'water efficient'. This means that toilets must be dual flush, and shower heads and all internal cold water taps must have a flow rate no greater than nine (9) litres per minute. If you are unsure as to whether the premises are water efficient, you can request evidence from the lessor.

If the premises do not meet water efficiency standards, the lessor must pay for a reasonable supply of water. Reasonable water use will depend on a number of factors relating to your tenancy and water use in your area. It is also good to have an agreement about the reasonable amount of water the lessor will pay for and write this in the agreement.

The water utility company will bill the lessor for water costs and the lessor is liable for this bill. If your tenancy agreement says you must pay for water use the lessor or agent can send you a copy of the bill with a request you reimburse the lessor for your water use. This letter must give you at least one month to pay.

The lessor or agent should notify you about water costs within six months of receiving the water bill. If you are not notified about a water bill within a reasonable time, and if it is more than six months since the lessor received the bill, you could dispute the lessor's claim as outside the required 6 month time limit in the Act.

If you and the lessor have a dispute about water costs, you can apply to the RTA free Dispute Resolution Service for help to resolve the dispute. If the RTA cannot help you to reach an agreement, you can apply to the Tribunal for a decision.

In deciding a dispute over water costs, the Tribunal may consider the size of the property, water use and costs in the area, any terms in the tenancy agreement about water or affecting water usage, the presence of water saving devices, the number of people in the premises, and any other relevant issues, such as relevant time limits.

Penalties and fees

Your agreement must not include conditions that require you to pay a penalty fee (or fine) if you breach the agreement in some way; for example pay rent late, or break the agreement early. If your lessor or provider seeks to impose a penalty fee it is an offence and they could be fined. However, it is not unlawful for the lessor or provider to offer you a rent discount, for example by offering you a discount if you pay rent on time.

If your rent is late

If you fail to pay rent, it is a breach of your tenancy agreement. If your rent is late the Act sets out a process that the lessor, agent or provider must use to solve the problem.

- **General tenancies:** If your rent is seven days late, the lessor or agent can give you a Notice to Remedy Breach for rent arrears. The notice must give you at least seven days to bring the rent payments up to date. If you fail to pay the rent by the date shown on the notice, your lessor or agent can give you a Notice to Leave, giving you seven days notice to move out.
- **Moveable dwellings – long tenancy agreements:** If your rent is seven days late, the lessor can give you a Notice to Remedy Breach for rent arrears. The notice must give you at least five days to bring the rent payments up to date. If you fail to pay the rent by the date shown on the notice, the lessor can give you a Notice to Leave, giving you two days notice to move out.
- **Moveable dwellings – short tenancy agreements:** If you fail to pay the rent on the due day, the lessor does not have to give you a Notice to Remedy Breach, but can immediately give you a Notice to Leave, giving you two days notice to move out.
- **Rooming accommodation – if you have lived there more than 28 days:** If your rent is two days late, the provider can give you a Notice to Remedy Breach for rent arrears. You must be given four days to fix the problem by bringing the rent payments up to date. If you fail to pay the rent by the due date shown on the notice, you can be given a Notice to Leave, giving you four days notice to move out.
- **Rooming accommodation – if you have lived there less than 28 days:** If you do not pay rent on the day it is due, the provider can give you a Notice to Remedy Breach giving you two days to bring the rent up to date. If you fail to pay the rent by the due date shown on the notice, you can be given an immediate Notice to Leave.

If you know you will have difficulties paying the rent talk to your lessor, agent or provider. See if you can make an agreement to catch up with the rent. If you reach an agreement, put it in writing.

Repeated breaches

The lessor or provider can apply to the Tribunal to end your agreement if you breach the agreement in a similar way three times in a 12 month period.

This applies if you were given a Notice to Remedy Breach on two occasions, and each time you remedied the breach by the due date. If your rent is late for a third time within the 12 month period, the lessor or provider can apply to the Tribunal for an urgent hearing to terminate the agreement for 'repeated breaches'. They can do this without issuing you with a third Notice to Remedy Breach.

If you receive notice of a Tribunal hearing, it is important to attend the hearing so you can put forward your side of the story.

For more information, see the Resolving Tenancy Disputes Tenancy Facts.

If you get a breach notice

If you get a Notice to Remedy Breach for rent arrears it is important to catch up the rent by the due date on the notice. If you do not remedy the breach you can be given a Notice to Leave. If you pay the rent after you receive the Notice to Leave the lessor, agent or provider can still ask you to leave. If you want to stay, you will need to ask the lessor, agent or provider if they will agree to withdraw the notice and let you stay. If you are allowed to stay put this agreement in writing.

If you dispute a notice

If you disagree with a Notice to Remedy Breach or a Notice to Leave for rent arrears, you should let your lessor, agent or provider know straight away. Send them a letter to explain why you disagree with the notice. Keep a copy of this letter as evidence.

If you cannot solve the problem, you can apply to the RTA Dispute Resolution Service for assistance to resolve the dispute. The RTA can help you to negotiate with the lessor, agent or provider. If the RTA is unable to help you solve the dispute, they will issue you with a Notice of Unresolved Dispute. You can then apply to the Tribunal for a decision about the disputed notice.

If you fail to leave

In residential tenancies if you receive a Notice to Leave and do not leave by the handover date, the lessor or agent can apply directly to the Tribunal for an urgent hearing and seek a termination order. At the hearing the Tribunal can terminate the tenancy and issue a Warrant of Possession, which authorises police to remove you from the premises.

If you receive a notice of a Tribunal hearing it is important to attend the hearing. You can present your evidence and ask the Tribunal to allow you to continue in the tenancy. You can seek advice from a tenant advice service before the hearing.

In rooming accommodation, if you receive a Notice to Leave and fail to move out on the due date, the provider does not have to apply to the Tribunal, but can immediately call the police for assistance to remove you from the premises.

Warrant of Possession

In residential tenancies the lessor or agent cannot evict you themselves. If you fail to leave voluntarily they must apply to the Tribunal for a Termination Order and Warrant of Possession. If the Tribunal issues a Warrant it is effective for 14 days. The police will notify you of the date and time they will attend to enforce the Warrant, which can be any time during the 14 day time period.

If a Warrant has been issued it is advisable to take all steps to remove your goods from the property, leave the place clean, and voluntarily return all keys to the lessor or agent. If you fail to return the keys, or fail to leave the place clean, you can be held liable for the cost of replacement locks and cleaning costs, in addition to rent you owe or costs arising from your breach of the agreement. When moving out it is important to gather evidence of the condition of the premises. When you leave take photos, keep copies of cleaning receipts and fill in an RTA Exit Condition Report as evidence.

If you leave owing rent

If you owe rent when you move out, the lessor, agent or provider can claim this money from your rental bond. They can also apply to the Tribunal and seek additional compensation if the bond is not sufficient to cover the rent and any other money you owe.

If the Tribunal terminates your tenancy for rent arrears, or if you leave owing rent in excess of the bond, you may be listed on a tenancy database. This can make it difficult to rent in the future.

If you have a fixed term agreement and your agreement is terminated due to rent arrears, you can also be held responsible for breaking the lease early and be required to pay reasonable costs incurred by your lessor or provider.

Seizure of goods for rent

The lessor, agent or provider cannot take or dispose of your possessions as payment for rent or money that you owe. This is a serious offence and could result in a fine. You can make a complaint to the RTA Investigations Unit about this offence.

If your goods are seized, you should contact the lessor, agent or provider to demand the return of your goods. It is advisable to put this request in writing. You can also apply to the RTA Dispute Resolution Service. You can also contact a tenant advice service for advice and assistance.

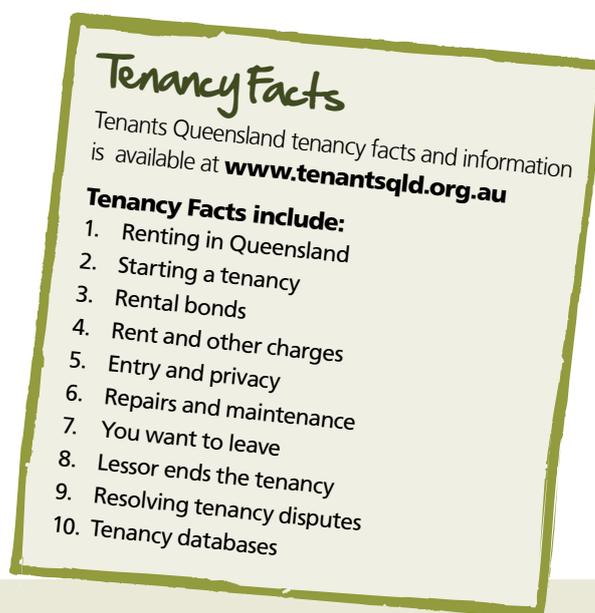
If goods are seized after the tenancy is terminated the Act sets out a process the lessor, agent or provider must follow to store or dispose of your goods. You can apply to the Tribunal for an urgent hearing if you are not satisfied with the way your former lessor, agent or provider has dealt with your goods. It is advisable to act promptly to recover your goods as time limits may apply.

Tenancy database listings

In residential tenancies if a Tribunal terminates your tenancy for repeated breaches, or if you are given a Notice to Remedy Breach for rent arrears and leave owing rent in excess of the bond amount, the lessor or agent can list your name on a tenancy database. If your name is listed on a tenancy database it can affect your ability to rent a property in the future.

You must be notified if your former agent or lessor proposes to put your name on a tenancy database. The Act sets out lawful reasons you can be listed. You can apply to the Tribunal for an urgent hearing if you dispute a proposed database listing or an existing listing.

For more information see the Tenancy Databases Tenancy Fact Sheet.



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

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 for fact sheets and information

Translating and Interpreting Service (TIS)

If you need an interpreter let us know when you call, or call the TIS translating and interpreting service on 131 450 and they can help you contact our service.

Queensland Civil Administrative Tribunal (QCAT)

QCAT hears tenancy matters at the QCAT registry in Brisbane or in your local Magistrates Court (except Brisbane). To get QCAT forms or find your local Tribunal visit www.qcat.qld.gov.au or call QCAT on 1300 753 228

Residential Tenancies Authority (RTA)

The RTA is the Queensland government authority. RTA tenancy forms are available at www.rta.qld.gov.au or call 1300 366 311



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