

# Starting a tenancy

In Queensland, tenants who rent their home are covered by the *Residential Tenancies and Rooming Accommodation Act 2008* ('the Act'). This Act sets out your rights and responsibilities when you rent a place, and explains the rights and responsibilities of the person you rent from.

The Act applies whether you rent privately from a lessor, agent or provider, or rent from the government or a community organisation. The Act applies to tenants in residential tenancies, whether you rent general premises (a house or unit), or moveable dwelling premises (a site or van in a caravan park). The Act also applies to residents who rent a room and share facilities in rooming accommodation. Some sections of the Act also apply to prospective tenants and residents.

For more information about who is covered by the Act see *Renting in Queensland Tenancy Facts*.

## What's inside

- ★ Applying for a tenancy
- ★ Your tenancy agreement
- ★ Paying a bond
- ★ Paying the rent
- ★ Paying for service charges
- ★ The Entry Condition Report
- ★ Solving disputes

## Checklist

### The lessor, agent or provider must:

- Give you a written agreement to sign (optional for short tenancy moveable dwelling agreements).
- Give you a copy of the agreement signed by both parties, within 14 days in residential tenancies, or three days in rooming accommodation.
- Provide you with copies of any relevant house rules, park rules, or by-laws.
- Give you a copy of the applicable RTA information booklet for tenants (not required in rooming accommodation).
- Give you a prepared Entry Condition Report to complete and sign (not required for short tenancy moveable dwelling agreements or rooming accommodation agreements if no bond is taken).
- Give you a receipt for any money you pay, for key deposits, holding deposits, rent or bond.
- If you pay a rental bond, the person you pay bond to must give you a receipt, fill in an RTA Bond Lodgement form with you, and lodge your bond money with the RTA.
- Ensure the place is available for you to move into on the day the agreement starts.
- Ensure the premises are reasonably secure and provide you with keys for the premises.
- Ensure at the start of the agreement the premises are clean and in good repair.

### What you must do:

- Sign and return a copy of the written agreement to the lessor, agent or provider. In residential tenancies you must return a copy within five days of receiving the document, but there is no time limit in rooming accommodation.
- Pay rent when it is due. The Act limits the amount of rent in advance you can be asked to pay.
- Pay the agreed rental bond and sign the RTA bond lodgement form.
- Inspect the premises when you move in, write your comments on the Entry Condition Report and return the form to your lessor, agent or provider (within three days). Entry Condition Reports are not required in rooming accommodation if you have not paid a bond, or in short tenancy moveable dwelling agreements.

### Tips for Tenants:

- Get receipts or keep records of any money you pay to the lessor, agent or provider.
- Keep copies of your agreement, Entry Condition Report, receipts and other tenancy documents in a safe place.
- Contact a tenant advice service for information or advice if you are unsure about your rights and responsibilities and how the Act applies to you.

**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



# Starting a tenancy

## Applying for a tenancy

When you apply to rent a place, you may be asked to fill in an application form and provide identification, proof of income and rental references.

When looking for a place to rent, it's handy to carry a folder with the details you will need – including your personal and rental references, and spare copies of relevant identification and income documents.

When you fill in an application form read it carefully before you sign it. Keep a copy for your records.

When you complete and sign an application form, this may be considered an offer to rent the property. The lessor, agent or provider will then decide whether or not they will accept your offer to rent the place.

In residential tenancies you must be given a copy of the proposed agreement, before you can be asked to pay rent, bond, or a holding deposit for the tenancy. Your tenancy application is not binding, until you are given a copy of the proposed agreement.

If you are given a copy of the proposed agreement and the lessor or agent has accepted your application, you may be bound to go ahead with the agreement or risk facing some costs.

Acceptance of your application does not need to be in writing, and can be implied through conduct or verbal communication. If your application is accepted, you should be given a written agreement to sign.

### The advertised rental price

Residential properties must be advertised for rent at a fixed price. The rental price must be stated in advertising on the internet, in a newspaper, in an agency window, or other advertising, but does not need to be included on 'for rent' signs outside the property.

If the rental premises are not advertised at a fixed price, the lessor or agent cannot accept a rental bond from the tenant and may face penalties under the Act. This does not apply to rooming accommodation.

### Key deposits

When you inspect residential premises, the lessor or agent may ask you to pay a key deposit. If you pay a key deposit, you must be given a receipt. When you return the key, this money must be refunded to you, whether or not you proceed with an application for tenancy.

**In residential tenancies the lessor or agent must give you a copy of the proposed agreement before they can ask you to pay rent, bond or a holding deposit for the tenancy.**

### Paying money when you apply

In residential tenancies, you must be given a copy of the proposed tenancy agreement before you can be asked to pay any money for the tenancy (other than a key deposit).

The lessor or agent can only ask a prospective tenant to pay a key deposit, a holding deposit, a rental bond, or rent. They cannot ask for money for any other purpose. This does not apply to rooming accommodation.

### Holding deposits

When you apply for a residential tenancy, you can agree to pay a holding deposit, which gives you an 'exclusive option' to enter into the agreement. The holding deposit includes an 'option period' during which time you must notify the lessor or agent whether or not you wish to rent the property. You can only be asked to pay a holding deposit if you have been given a copy of the proposed tenancy agreement. Holding deposits do not apply to rooming accommodation.

When you pay a holding deposit, you must be given a receipt. The receipt should state the agreed 'option period'; if this is not stated, it is taken to be 48 hours. During the option period the lessor or agent must not accept a holding deposit from any other prospective tenant.

During the agreed option period, you must notify the lessor or agent whether or not you wish to go ahead with the tenancy.

If you decide to go ahead with the tenancy, the lessor or agent must take all reasonable steps to enter into the agreement, and your holding deposit must be used for rent or bond.

If you decide not to go ahead, your holding deposit must be refunded to you in full, within three days. If the lessor does not refund your deposit, you can apply to the RTA Dispute Resolution Service to recover this money.

You will forfeit (lose) your holding deposit if you fail to notify the lessor or agent of your intentions by the end of the option period, or if you agree to go ahead with the tenancy but then fail to move in.

### Receipts

If you are asked to pay money for a key deposit, holding deposit, bond or rent, you must be given a receipt. The receipt must include the date, the payment type, the names of the parties, the address of the premises, and any relevant time period.

If you pay rent by cash or cheque, you must be given a receipt. If you pay rent in another way, your lessor or provider must keep a rent record. If you write and request a copy of the rent record you must be given a copy within seven days.

**If you pay a key deposit, this money should be refunded when you return the key.**

## Privacy

Your personal information is covered by the *Privacy Act 1988 (Cth)*. The Privacy Act states that you must be told why information is being collected and how it will be used. You should only be asked to provide information needed to assess your application.

## Discrimination

The *Anti-Discrimination Act 1991 (Qld)* says that everybody has the right to be treated fairly. If you think you have been unlawfully discriminated against because of a personal attribute (such as your race, religion, age or parental status) you can contact the Anti-Discrimination Commission of Queensland (ADCQ) on 1300 130 670 to make a complaint, or visit [www.adcq.qld.gov.au](http://www.adcq.qld.gov.au) for information.

## Tenancy databases

Before you are offered a tenancy, the lessor or agent will check your references, and may check whether your name is listed on a tenancy database, such as TICA. Application forms often include a consent clause that you must sign to give the lessor or agent permission to check your references on a tenancy database. If you are listed on a tenancy database, your application may not be approved. If the lessor or agent becomes aware you are listed on a tenancy database they must give you written notice with information about your listing.

*For more information, see the Tenancy Databases Tenancy Facts.*

## Who decides whether you can move in?

The lessor, agent or provider can decide whether or not to offer you the tenancy. If your tenancy application is not approved, the lessor, agent or provider does not have to give you a reason. However, it is always a good idea to ask why your application was refused so that you can try to avoid this happening to you again.

## Signing the agreement

Before the agreement is due to begin, your lessor, agent or provider must give you a copy of the proposed agreement. Read the agreement carefully before you sign it. Seek advice if you are not sure about any parts of the agreement.

You can discuss the terms of the agreement with your lessor, agent or provider. If you agree on any changes, make sure that they are written on the agreement and signed by all parties.

In residential tenancies, you have five days to sign and return the agreement. There is no time limit for residents in rooming accommodation. Before you return the signed agreement, you should make a copy for your records.

After you return the signed agreement, the lessor, agent or provider must sign the agreement and return a signed copy to you, within 14 days in residential tenancies, or three days in rooming accommodation.

It is an offence if the lessor, agent or provider fails to give you a written agreement, or fails to give you a copy of the agreement signed by both parties. If they do this, they could be fined. However if they breach their obligations and fail to give you a written agreement your tenancy will still be covered by the Act

# Your tenancy agreement

When you rent a place to live, your lessor, agent or provider must give you a written agreement to sign on or before the day you are entitled to move in. The only exception is for a short tenancy moveable dwelling agreement for 42 days or less, where you and your lessor may make a written statement to that effect.

The agreement must be written in a clear and precise way, and include standard terms set out in the Act. Your agreement will describe your rights and responsibilities under the Act and may include additional terms agreed between you and the lessor, agent or provider. Terms of the agreement must not contradict the Act.

**Standard RTA Agreements:** The RTA website provides blank copies of standard agreements for residential tenancies, rooming accommodation, or moveable dwelling tenancies. Your lessor or provider may produce their own agreement, but it must still comply with the Act and include all of the standard terms

## Types of agreements

Your agreement can either be fixed term (for an agreed length of time), or periodic (ongoing). How the Act applies to you also depends on whether you rent residential premises, rent in a moveable dwelling park, or rent rooming accommodation.

**Fixed term agreements:** Fixed term agreements (often called leases) have a beginning and ending date. They can be for any agreed length of time, but are often for six or 12 months. You should not sign a fixed term agreement if you don't intend to stay for the full term. Breaking a fixed term agreement early can be costly.

**Periodic agreements:** Periodic agreements are ongoing, or 'week-to-week' agreements, that do not have a fixed ending date. A fixed term agreement will automatically become a periodic agreement if the tenancy continues after the fixed term ends. This will apply unless you have signed a new fixed term agreement or a notice has been given to end the tenancy.

**Moveable dwelling agreements:** In moveable dwelling parks, you can either have a short tenancy agreement (which is for 42 days or less and can only be extended once for an additional 42 days) or a long tenancy agreement, which can be either a periodic ongoing agreement, or for a fixed term agreement.

**Rooming Accommodation:** Rooming accommodation agreements can either be periodic or fixed term. The Act has provisions that apply to rooming accommodation. Rooming accommodation refers to premises where residents rent a room and share common facilities. If the provider lives in the premises there must be four or more rooms for rent. If the provider does not live in the premises the Act applies if there are two or more rooms. Instead of a Rooming Accommodation agreement residents and providers can choose to use a General Tenancy Agreement, in which case the parts of the Act that apply to residential tenancies will apply.

**Boarders and lodgers:** Boarding accommodation is not covered by the Act and there is no standard agreement. However the Act does apply to any bond money that you pay.



# Starting a tenancy

## If you don't have a written agreement

It is an offence against the Act if your lessor or provider fails to give you a written agreement. However if your agreement is only verbal, or if the written agreement you are given does not comply with the requirements of the Act, your rights are still protected and the Act will still apply to both you and your lessor or provider.

## Names and contact details

Your written agreement must include the names and contact details for your lessor or provider, and the name and contact details for you and any other tenants. If the lessor or provider has an agent managing the property the agent's contact details must be included and this is usually included as the contact for the lessor.

Your agreement must state the amount of rent and how it must be paid, the amount of bond, and describe any service charges you must pay, including details of payment arrangements for any shared utilities.

In rooming accommodation, your written agreement should also include details of any services provided to you and how much of the rent is payable for each service.

## Special terms

When negotiating with the lessor, agent or provider you may make an agreement about additional matters. For example, you and the lessor may agree you can sub-let to a flatmate, conduct a home business, or install agreed fixtures. The lessor may also want to add special terms, for example, who is responsible for pool cleaning. It is important to have evidence of any additional agreements by including them in writing as a special term in the agreement.

The Act always applies. Any special terms in an agreement that contradict the Act are void and cannot be enforced. It is an offence for any person to enter into an agreement with the intention of avoiding the Act. If they do this, they could be fined.

The lessor, agent or provider must not include a term in your agreement that requires you to purchase goods or services from a specified supplier, such as a nominated carpet cleaning company. This is an offence and can result in a penalty fine.

A limited exemption applies in rooming accommodation, where the provider may nominate a personal care or food service, which will be provided as part of your agreement. An exemption also applies for fixed utility services supplied in moveable dwelling parks.

## Penalty fees

Your agreement must not include conditions that require you to pay a penalty fee (or fine) if you breach the agreement. This is an offence and could result in a fine for the lessor or provider. Any terms in an agreement about penalty fees are void.

However, it is not unlawful for the lessor, agent or provider to offer you a rent discount, for paying the rent on-time. The lessor or provider can also seek reasonable compensation costs from you if you break the agreement early.

## Other documents

### Information statement

In residential tenancies, your lessor or agent must give you an RTA information booklet when you sign the agreement, or when you are entitled to move in. The RTA booklet provides information about the Act and useful contact details for advice services. More detailed information is also available on the RTA website.

There is a different RTA information booklet for tenants in general tenancies, (Form 17a 'Pocket guide for tenants - houses and units') and moveable dwelling tenancies (Form 17b 'Pocket guide for tenants - caravan parks'). If you are not given a copy of this booklet it is an offence and the lessor or agent could be fined.

In rooming accommodation, the Act does not require the provider give you an information booklet about your rights and responsibilities. However, the RTA does have information on their website for residents in rooming accommodation.

### By-Laws, park rules and house rules

Your lessor, agent or provider must give you a copy of any by-laws, park rules or house rules that apply to your agreement. These rules are part of your agreement. If you are not given a copy, it is an offence under the Act, and the lessor, agent or provider could be fined.

- By-laws may apply if you rent a townhouse or unit covered under a body corporate. By-laws cover matters such as parking, use of common facilities and pets.
- Park rules will apply if you rent in a moveable dwelling park. Park rules cover matters like parking, pets, noise, rubbish and use of facilities.
- House rules may apply if you rent rooming accommodation. House rules can cover guests, noise, pets, smoking, use of alcohol or drugs on the premises, parking and use of shared facilities.

## Options

When you sign an agreement you and your lessor or provider can agree to include an option. An option is a term in a tenancy agreement that gives you the right to extend the agreement for an additional period. The option must be in writing. If you want to take up an option to extend your agreement you must usually give written notice of this before the end of the original agreement.

If you take up an option to extend the tenancy, all the terms of the original tenancy will continue to apply, unless the option agreement specifies a change in the terms (such as a rent increase).

Your lessor or provider cannot withdraw the option. If the property is sold, the option is binding on the new owners as long as the term of the agreement and any option periods are less than three years in total.

**Keep all your receipts and tenancy documents in a safe place.**



## Paying a bond

In most cases, your lessor, agent or provider will ask you to pay a rental bond before you move in. The bond is financial security for the lessor or provider. If you don't follow the terms and conditions of your tenancy agreement your lessor or provider can claim money from your bond at the end of the tenancy.

It is not compulsory for the lessor or provider to charge a bond. If you do pay a bond, you must be given a receipt and the person you pay bond to must lodge the bond money with the RTA. The RTA will hold the bond money until the end of your tenancy. When you move out you can apply to the RTA for a refund of your bond.

### Maximum Bonds

The maximum bond you can be charged is set out in the Act. Maximum amounts are:

#### For residential tenancies:

- If your weekly rent is \$700 or less – the maximum bond is equal to four weeks rent.
- If your weekly rent is more than \$700, there is no maximum bond limit.

#### For rooming accommodation:

- If your weekly rent is \$500 or less, the maximum bond is equal to three weeks rent.
- If your weekly rent is more than \$500, there is no maximum bond limit.

#### For moveable dwelling premises:

- Where the tenancy is a long tenancy (more than 42 days) and electricity is supplied in the lessor's name and individually metered, the maximum bond is an amount equal to three weeks rent.
- Any other moveable dwelling premises, the maximum bond is an amount equal to two weeks rent.

If your lessor is also your employer and gives you a rental subsidy, the maximum bond is the greater of \$400 or the maximum bond that would otherwise apply.

It is an offence to charge a rental bond above the maximum amount allowed by the Act. It is also an offence to fail to lodge bond money with the RTA. These offences could result in penalty fines.

**The person you pay bond money to must give you a receipt and must lodge your bond with the RTA. Remember to keep your bond receipt as evidence. You can call the RTA on 1300 366 311 to check your bond is lodged**

### Lodging Bonds

The person you pay the bond to should complete a Bond Lodgement form with you and must lodge the form and your bond money with the RTA within 10 days. The Bond Lodgement form records your signature and the amount of bond you have paid. When the RTA receives your bond they will send you an official receipt with your bond lodgement number.

### Shared Bonds

If you are renting with other co-tenants, all co-tenants who contribute to the bond need to sign the Bond Lodgement form with the agent or lessor. The form can show how much each person contributes to the bond.

During a shared tenancy, if there is a change in the people who contribute to the bond, you can use an RTA Change of Shared Bond Arrangement form to notify the RTA of the change. This form can be used as long as one original contributor remains.

### Bond Loans

The Queensland Department of Housing and Public Works operates Rental Grant and Bond Loan Programs to help people on low incomes access rental housing.

If you wish to apply for a bond loan you must do so before you sign a lease or move into a property. If a bond loan is approved, you will need to pay this money back during the tenancy. For more information, or to apply for a bond loan, contact your local Housing Services Office or visit <http://www.qld.gov.au/housing>

### Bond Refunds

At the end of your tenancy, you can use a Refund of Rental Bond form to apply directly to the RTA for a refund of your bond.

As a tenant or resident, if you have met your obligations under the agreement you should be entitled to get your bond back.

Rental bonds are often a major issue for tenants, particularly at the end of a tenancy when the bond is due to be refunded.

*For more information see Rental Bonds Tenancy Facts.*

### If your bond is not lodged with the RTA

When you pay a bond, the person you pay this money to must lodge your bond with the RTA. The RTA will send you an official receipt when they receive your bond money. If you don't receive a receipt, call the RTA to see if your bond has been lodged.

Failure to lodge a bond with the RTA is an offence. If your bond has not been lodged, you can make an official complaint to the RTA Investigations Unit.

Notify the person you paid bond money to that failure to lodge your bond with the RTA is a serious offence and they may face a fine. Ask them to immediately refund your bond to you, or lodge your bond with the RTA.

You can also apply to the RTA Dispute Resolution Service for telephone conciliation to resolve the dispute. If you need help to recover your bond contact a tenant advice service.

*For more information see Rental Bonds Tenancy Facts.*



# Starting a tenancy

## Paying the rent

Your agreement must specify how much rent you pay, and when and how you pay the rent. The Act sets out approved methods for paying rent, including cash, cheque, EFTPOS, deposit into a financial institution named by the lessor, Centrepay or another agreed way.

If the lessor or agent seeks your agreement to use a 'non-approved' rent payment method, such as a 'rent card', or postal order, they must notify you of any costs associated with using this rent payment method. They must also give you a choice of at least two alternative 'approved' rent payment methods.

Rent cards are often provided by a third party company. If you agree to use a rent card you will usually be asked to sign a contract with the company. Be aware that rent card contracts often include a number of fees or charges.

### Rent receipts and rent in advance

In most cases, you will be required to pay rent in advance when you begin your agreement. The maximum rent in advance is two weeks for either a periodic residential tenancy agreement or a rooming accommodation agreement, or one month for a fixed term residential tenancy agreement.

It is an offence for the lessor, agent or provider to demand additional rent in advance before the rent is used up. This could result in a penalty fine.

When you pay rent, your lessor, agent or provider must give you a receipt for cash or cheque rent payments, or keep a rent record for other payment methods. You can request a copy of your rent record. Always get a receipt or keep a record when you pay rent.

*For more information see the Rent and Other Charges Tenancy Facts.*

## Paying for service charges

As a tenant or resident you may be liable to pay for service charges. Any service charges you must pay to the lessor or provider should be listed in your agreement.

### General tenancies

The lessor is responsible for paying outgoings such as property rates, taxes and any premiums for the premises. You will need to pay for any services that you have connected, such as gas, electricity and telephone.

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

For shared services that 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 charged by the supply authority.

### Water charges

You can be charged for water if your agreement states that you must pay for water and the premises are either individually metered, or water is delivered to the premises by a vehicle.

You can only be required to pay the full cost of water consumption if the premises meet water efficiency standards (3 star WELS). This means that all toilets must be dual flush and all shower heads and internal cold water taps must have a flow rate no greater than nine litres per minute.

If the premises do not meet water efficiency standards, the lessor must pay for a reasonable supply of water. To work out reasonable water use you could contact your local council to find out the average water use in your area. The amount of water that the lessor agrees to provide should be stated in your agreement. You should only be required to pay for water use above this amount.

When you move in, it's a good idea to record the water meter reading on your Entry Condition Report. The Entry Condition Report should also state whether the premises meets water efficiency standards. If you are unsure whether the premises meet this standard, you can request evidence from the lessor, such as a water efficiency certificate from a plumber.

### Moveable dwellings

In 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 or agent 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.

### Rooming accommodation

If you receive services in rooming accommodation, such as a food service, personal care or other service, your agreement should fully describe the services to be provided and state the components of the rent for each service.

In rooming accommodation, 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 utility. You must not be charged more for the utility than the amount charged by the supplier.

*For more information see Rent and Other Charges Tenancy Facts.*

**The Entry Condition Report is evidence of the condition of the premises when you move in. Keep a copy for your records.**

## The Entry Condition Report

When you move in, your lessor, agent or provider should give you a prepared Entry Condition Report to complete. This form is used to record the condition of the premises at the start of your tenancy.

The RTA provides three different Entry Condition Reports – Form 1a for general tenancies, Form 1b for moveable dwellings and Form R1 for rooming accommodation.

Your lessor, agent or provider should complete their part of the Entry Condition Report before you move in. They must give you a copy to fill in, either when you sign the agreement, or when you move in. In rooming accommodation, the obligation to use an Entry Condition Report only applies if you are required to pay a bond.

You do not have to complete the Entry Condition Report while the lessor, agent or provider is present. When the agreement begins, you have three days to inspect the premises, add your comments to the form, sign the form, and return it to the lessor, agent or provider. Always keep a copy for your records.

When you give the lessor, agent or provider a copy of your completed Entry Condition Report, they must make a copy and give you a copy within 14 days.

It's an offence under the Act if the lessor, agent or provider does not provide you with a prepared Entry Condition Report. You can report this offence to the RTA. To record the condition of the premises you can obtain your own blank form, fill it in and provide a dated copy to the other party.

### Filling in the Entry Condition Report

The Entry Condition Report records the condition of the premises when you move in. When you move out you will need to leave the premises in a similar condition (fair wear and tear excepted). Therefore it is important to include your comments on the form.

The Entry Condition Report provides valuable evidence if you have a dispute with the lessor, agent or provider regarding the condition of the premises during the tenancy, or when you move out.

When you fill in the form, inspect the premises carefully. Check that things are working before you say they are. Test things like ovens, stove hotplates, dishwashers and lights. Note the condition of the carpet, flooring, curtains, blinds, walls and windows and the standard of the garden and exterior of the premises.

If you disagree with anything the lessor, agent or provider has written, you should write your own comments in the 'tenant' or 'resident' column. If you don't have enough room, write your comments on a separate piece of paper. Sign and date each additional page and attach them to the form.

Your lessor or provider must keep a copy of the Entry Condition Report for at least one year after the tenancy agreement ends. Failure to do so is an offence and could result in a penalty fine.

You should also keep a copy of the Entry Condition Report for your records as you may need to refer to it later, if there is a dispute.

### Repairs listed on the Entry Condition Report

The Entry Condition Report may state that something is broken or needs repair. However, recording repair problems on the form does not mean the repairs will get fixed. You still need to ask your lessor, agent or provider, to carry out the repairs.

You can make a note of agreed repairs on the Entry Condition Report. If the lessor, agent or provider does not agree to do the repairs, you can give them a Notice to Remedy Breach asking them to do the repairs.

*For more information, see the Repairs and Maintenance Tenancy Facts.*

**At the start of your tenancy the premises should be clean, in good repair and comply with health and safety standards.**

### The Exit Condition Report

At the end of the agreement you can get an Exit Condition Report form from the post office or the RTA website and use this form to record the condition of the premises when you move out. Exit Condition Reports are not required in rooming accommodation.

You must provide a copy of your completed Exit Condition Report to the lessor or agent as soon as practicable after you move out. The lessor or agent then has three days to inspect the premises, complete the form and return a copy to you at your forwarding address on the form.

Always keep a copy of your Exit Condition Report for your own records. Along with photos and receipts, your Entry and Exit Condition Reports can provide important evidence if you have a dispute at the end of your tenancy over the refund of your bond money.

*For more information see the You Want to Leave Tenancy Facts.*

**If your agreement is only verbal, or if the written agreement you are given does not comply with the requirements of the Act, your rights are still protected. The Act will still apply to both you and your lessor or provider.**

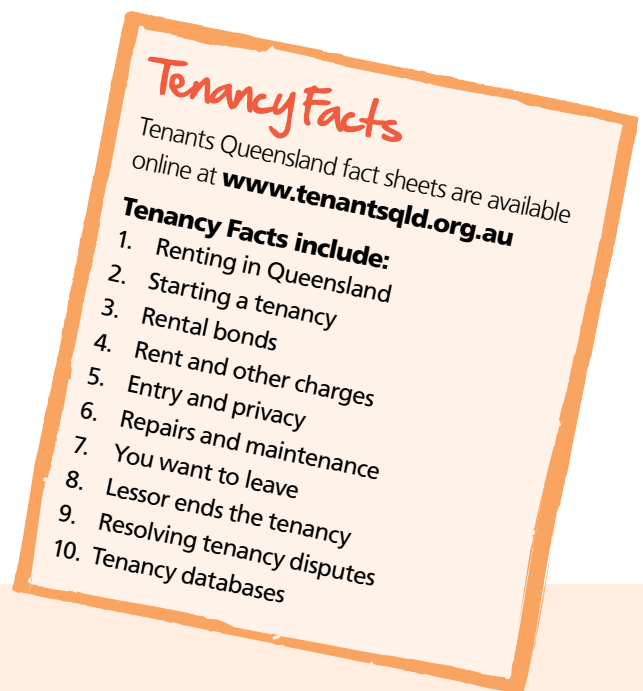
### Solving disputes

If you have a dispute (disagreement) with the lessor, agent or provider when you are starting a tenancy, consider these options:

- Talk to the lessor, agent or provider about the issue. If you reach an agreement, put it in writing.
- Write to the lessor, agent or provider to explain the problem and suggest a solution.
- Seek advice from a tenant advice service about your rights and responsibilities.
- If the lessor, agent or provider is in breach of the agreement (does not meet their obligations), you can give them a Notice to Remedy Breach form which asks them to fix the problem by a due date.
- The lessor, agent or provider can send you a Notice to Remedy Breach form if you breach the agreement. It is important to fix the problem by the due date, or respond in writing if you don't agree with the notice.
- If you cannot resolve the dispute with the lessor, agent or provider, you can use a Dispute Resolution Request (RTA form 16) to apply to the RTA free Dispute Resolution Service. If telephone conciliation (mediation) is unsuccessful the RTA will issue you with a Notice of Unresolved Dispute (NURD) and conciliation number, you can then apply to the Tribunal for a non-urgent hearing.
- You can apply to the Tribunal (QCAT) for a tenancy hearing and a final decision about the dispute, if you have grounds for an urgent application, or if you have a non-urgent matter and been unable to resolve the dispute through the RTA Dispute Resolution Service.

- Under the Act, some Tribunal applications are considered urgent, which means you can apply directly to the Tribunal for a hearing. For all other non-urgent applications you must first apply to the RTA Dispute Resolution Service, using a Dispute Resolution Request form 16, and attempt to resolve the dispute.
- If you want to take action about a dispute, be aware that time limits may apply. If you have a tenancy problem you can seek advice from a tenant advice service.
- In some cases, failing to comply with some sections of the Act is an offence. You can contact the RTA Investigations Unit to make a complaint about an offence. The RTA can investigate complaints. If there is sufficient evidence the RTA may prosecute the person in court and seek a penalty fine.

For more information see *Resolving Tenancy Disputes Tenancy Facts*.



### Further help

#### Tenants Queensland

Tenants Queensland (TQ) is a specialist community and legal service which has been providing services to and representing the interests of residential renters in Queensland since 1986. QSTARS 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

#### 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](http://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](http://www.rta.qld.gov.au) or call 1300 366 311



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.