

You want to leave

When you rent a place to live in Queensland, if you decide to move out you must follow steps to end the agreement. These steps are described in the Residential Tenancies and Rooming Accommodation Act 2008 ('the Act').

Giving notice

In most situations, if you want to end your tenancy agreement you will need to give written notice.

In residential tenancies you must use a Notice of Intention to Leave form. In rooming accommodation you must use a Resident Leaving Form.

Your notice must state the date you intend to end the agreement (the handover day) and whether you are ending the agreement with grounds, or without grounds.

If you have grounds for ending the agreement (a reason set out in the Act) your notice should state this and be given 'with grounds'. Otherwise, your notice is 'without grounds'.

Notice periods

The amount of notice you must give will depend on the type of agreement you have and your reason for leaving. The required notice periods are summarised in the table in this Tenancy Facts.

To ensure that you give enough notice, start counting from the day after you expect the lessor, agent or provider, to receive your notice, and include the handover day. If you send your notice by post, allow extra time for postal delivery. This may be longer if you live in a remote area.

Tribunal applications

The Act also sets out certain circumstances where you can apply to the Tribunal for an urgent hearing and request an order to terminate your tenancy agreement.

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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



Ending your tenancy checklist

- Give the right amount of notice in writing, using the correct form. Keep a copy.
- Pay your rent up to and including the last day on your notice (the handover day).
- Leave on or before the date on your notice.
- Leave the premises clean and in the same condition as when you moved in (except for fair wear and tear).
- Repair any damage that you have caused (you are not responsible for routine repairs and maintenance). Keep receipts (if any).
- Keep receipts for any professional cleaning you have done (such as carpet cleaning).
- Gather evidence about the condition of the premises when you move out (such as photos showing the place is clean).
- Complete an Exit Condition Report and give a copy to your lessor or agent (not required in rooming accommodation).
- If possible carry out a joint final inspection with the lessor, agent or provider.
- Return the keys promptly when you move out.
- Use a Refund of Rental Bond form to apply to the RTA for your bond refund (if you have paid a bond).



You want to leave

Without grounds

If you want to leave without grounds (without reason) you can give a written notice to end your tenancy at the end of your fixed term agreement, or any time during a periodic agreement. In residential tenancies you can give two weeks notice using a Notice of Intention to Leave. In rooming accommodation you can give seven days notice on a Resident Leaving Form.

A Notice of Intention to Leave without grounds, is not ineffective if the handover date is before the end of a fixed term. However, if you leave before the end of a fixed term agreement, your lessor, agent or provider may make a claim against your bond and can seek compensation from you for your breach of the agreement. This claim can include any financial loss they suffer due to your early termination of the tenancy, such as lost rent and re-letting costs.

Mutual agreement

You and the lessor, agent or provider can agree to end the tenancy at any time by mutual agreement. This mutual termination agreement should be put in writing and be signed by both parties.

This agreement should clearly state the day the tenancy will end and include any agreement about financial liabilities, such as what will happen with the bond and whether or not you, or the lessor or provider, will pay compensation for ending the tenancy.

You can apply to the RTA Dispute Resolution Service for assistance to negotiate a termination agreement with the lessor, agent or provider. If you cannot reach an agreement you can apply to the Tribunal for a decision.

Giving notice that you intend to leave

Reason for leaving	Required notice period
Without grounds (no reason) in a periodic agreement – applies if you are ending a periodic, or ongoing week-to-week agreement, without reason.	<ul style="list-style-type: none"> Two (2) weeks (general tenancies and long tenancy moveable dwelling agreements) . Seven (7) days (rooming accommodation).
Without grounds (no reason) in a fixed term agreement – applies if you are ending a fixed term agreement without reason. This notice is not ineffective if the date you are leaving is before the fixed term ends (see Breaking a fixed term agreement).	<ul style="list-style-type: none"> The later of two (2) weeks or the date the fixed term agreement ends (general tenancies and long tenancy moveable dwelling agreements). The later of seven (7) days or the date the fixed term agreement ends (rooming accommodation).
Unremedied breach by lessor or provider – applies if you have issued the lessor or provider with a Notice to Remedy Breach and the breach was not remedied by the due date.	<ul style="list-style-type: none"> Seven (7) days (general tenancies and rooming accommodation). Two (2) days (long tenancy moveable dwelling agreements).
Lessor non-compliance with a Tribunal order – applies if the lessor or provider fails to comply with a Tribunal order.	<ul style="list-style-type: none"> Seven (7) days (general tenancies and long tenancy moveable dwelling agreements).
Non-liveability when the premises have been destroyed or made completely or partially unfit to live in, or a moveable dwelling park becomes an unfit place to live, other than because of a breach of the agreement.	<ul style="list-style-type: none"> The agreement ends on the day the notice is given. Applies to both residential tenancies and rooming accommodation. Your notice must be served within one (1) month of the event that caused non-liveability.
Non-liveability when premises can no longer be lawfully used as a residence. This only applies to residential tenancy agreements.	<ul style="list-style-type: none"> The agreement ends on the day the notice is served. Your notice must be served within one month of the event that caused non-liveability.
Compulsory acquisition – applies if premises are subject to compulsory acquisition, for example, a government authority resumes the premises.	<ul style="list-style-type: none"> Two (2) weeks for general tenancies and long tenancy moveable dwelling agreements. Your notice must be served within one (1) month of the event.
Lessor's intention to sell – applies if the premises are advertised for sale or there is an entry to show the premises to a prospective buyer within two months of you signing a tenancy agreement, and you were not notified of the sale prior to signing the agreement.	<ul style="list-style-type: none"> Two (2) weeks for general tenancies and long tenancy moveable dwelling agreements. Your notice must be issued within two (2) months and two (2) weeks after the start of the agreement.
Ending a short tenancy moveable dwelling agreement (an agreement in a moveable dwelling park for less than 42 days).	<ul style="list-style-type: none"> One (1) day after the notice is given; or Same day if notice is given for non-liveability.



Excessive hardship

If you experience excessive hardship and are unable to continue in a fixed term residential tenancy or rooming accommodation agreement, you can apply directly to the Tribunal for an urgent hearing to terminate your agreement due to excessive hardship. Examples of excessive hardship can include serious illness or loss of employment. If you apply to the Tribunal you will need evidence of your circumstances.

The Tribunal can make an order to terminate the tenancy from an agreed date. The lessor or provider may want to claim financial compensation from you for breaking the agreement early. At the hearing, you can ask the Tribunal to make a final decision about the refund of your rental bond and any compensation that you must pay. The Tribunal may or may not agree to make a final decision about compensation on the day.

If you experience hardship but do not want to apply to the Tribunal, you could negotiate with the lessor, agent or provider to end your tenancy by mutual agreement. If you make an agreement, it must be put in writing.

Breaking a fixed term agreement

When you sign a fixed term agreement, you are signing a legal contract under which you agree to rent the place for an agreed minimum period. If you terminate your tenancy and leave before the end of the fixed term agreement, you may be liable to pay compensation to the lessor or provider for breach of the contract. Your lessor or provider may claim this compensation from your bond or seek additional compensation from you.

Your financial liabilities may include, but are not limited to:

- Compensation for any loss of rent until a new tenant or resident moves in, or the fixed term expires, whichever occurs first
- Advertising costs
- A re-letting fee (a maximum equal to one week rent plus GST).

Duty to minimise financial loss

The lessor, agent or provider must take reasonable steps to keep their losses to a minimum, and cannot claim compensation for any expense that could have reasonably been avoided. For example the lessor or provider should advertise the property at the same price and act reasonably to find new tenants as quickly as possible.

To reduce the cost of breaking your agreement early you could:

- Negotiate a written mutual termination agreement with your lessor, agent or provider;
- Apply to the Tribunal for a termination order, if applicable; or
- Advertise yourself, or ask the lessor, agent or provider to advertise and find a new tenant or resident to move in.

Transfer and sub-letting

If you have a residential tenancy agreement, you can seek written permission from the lessor or agent, to sublet the premises or transfer the agreement to prospective new tenants. If you need to move out before the end of a fixed term agreement this is one way to minimise any compensation claim against you.

The lessor or agent cannot unreasonably refuse your request to transfer or sublet the premises and cannot ask you to pay a fee for their agreement to approve a transfer or sublet. You are also not liable for the cost of preparing a new agreement. However they can request compensation for reasonable expenses incurred in agreeing to the transfer or sublet.

If you have a dispute over your request to transfer or sublet premises, you can apply to the RTA Dispute Resolution Service for assistance. If the RTA cannot help you to resolve the dispute, you can apply to the Tribunal for a decision.

If you rent from the State government, a community housing provider, your employer, or if you are in a short tenancy (moveable dwelling) agreement, your lessor has unqualified discretion when deciding your request to transfer or sublet.

Transfer

A transfer is when you pass all of your legal obligations under the tenancy agreement to a new tenant. Your lessor or agent must give written consent before a new tenant can move in. The new tenant may be required to go through an application process. Any change to an existing shared tenancy agreement must be signed by all parties. This change can be initialled on the original agreement or included in a signed attachment. If a new tenant takes over the whole tenancy, the lessor or agent will usually ask them to sign a new tenancy agreement.

Subletting

Subletting is when you rent out part, or all of the premises, to someone else. You must have written permission from the lessor or agent before you can sublet the premises. As head-tenant, you continue to be responsible for the tenancy, whether or not you are living in the premises. You are responsible for the actions of your sub-tenant, including any unpaid rent or damage to the premises.

When you sublet to someone else, you become their lessor and will have the same responsibilities as a lessor under the Act, such as an obligation to lodge any bond payment, ensure there is a written agreement, and provide rent receipts or keep a rent record.

Keep copies of any notices you give to the lessor, agent or provider. They could be important evidence if you have a dispute.

Leaving if the lessor or provider fails to fix a breach

If your lessor or provider fails to remedy a breach of the agreement, you may be able to take steps to end the agreement. You must first use a Notice to Remedy Breach form to notify the lessor or provider about the breach. It is important to have evidence of the breach and copies of the notices you have issued.

If the lessor or provider does not fix a breach by the due date on the notice you may take steps to end the agreement 'with grounds' due to the lessor, or provider's, unremedied breach of the agreement. If you have a fixed term residential tenancy agreement a breach must be serious to justify ending the agreement early. If you are unsure you can apply to the Tribunal for a hearing and seek an order about the breach.

Rooming accommodation: In rooming accommodation, if the provider fails to remedy a breach of agreement you can give seven days notice using a Resident Leaving Form. This applies to both periodic and fixed term agreements.

Periodic residential tenancies: In residential tenancies, if you have a periodic agreement and the lessor fails to remedy a breach of the agreement, you can issue a Notice of Intention to Leave for an unremedied breach. You must give at least seven days notice for general tenancies, two days notice in long tenancy moveable dwelling agreements, or one days notice for short tenancy moveable dwelling agreements.

Fixed term residential tenancies: If you have a fixed term residential tenancy the breach must be serious to justify ending the agreement early. If you have issued a Notice to Remedy Breach for a serious breach of the agreement you can give seven days Notice of Intention to Leave 'with grounds' if the lessor fails to remedy the breach. It is important to have evidence of the breach and copies of notices you have issued, as the lessor or agent may dispute your notice.

In a fixed term agreement if the lessor does not comply with a Notice to Remedy Breach, you can apply to the Tribunal for an urgent hearing and seek a termination order because the lessor has failed to remedy a serious breach of the agreement.

Disputes about notices

If you issue a Notice to Remedy Breach, Notice of Intention to Leave, or Resident Leaving Form, the lessor, agent or provider may dispute your notice. If they disagree with your notice they can apply to the RTA Dispute Resolution Service for conciliation to resolve the dispute.

In residential tenancies, if you end a fixed term agreement early, without a Tribunal order, the lessor or agent may dispute your reason for leaving and may claim compensation from you and dispute your bond refund after you move out.

If you end a fixed term agreement early because the lessor, agent or provider has failed to remedy a serious breach of the agreement, make sure you have copies of the notices you have given, and evidence about the seriousness of the breach. This is important if there is a dispute about your notices.

Using a Notice to Remedy Breach form

If the lessor, agent or provider is in breach of the agreement, you can give them a Notice to Remedy Breach. On this notice write the details of the breach, what the lessor or provider must do to remedy (fix) the breach and the date the breach must be fixed.

In residential tenancies, you must give the lessor or agent at least seven days notice to remedy the breach from the date they receive the notice. In rooming accommodation, your notice should give the provider five days notice to remedy the breach.

If the lessor or provider does not remedy the breach by the due date on the notice, you can apply to the RTA Dispute Resolution Service for conciliation to resolve the dispute. If the RTA is unable to help you reach an agreement, you can apply to the Tribunal for a decision about the breach. In some cases you can apply directly to the Tribunal for an urgent hearing without applying to the RTA.

Repeated breaches

If the lessor, agent or provider breaches the agreement in the same way three times in a 12 month period, you can apply to the Tribunal for an urgent hearing to end the tenancy because of 'repeated breach' of the agreement.

This applies if you gave the lessor, agent or provider a Notice to Remedy Breach on two occasions for a similar breach and each time they remedy the breach by the due date. If they breach the agreement in a similar way for a third time (within a 12 month period) you can apply directly to the Tribunal for an urgent hearing to terminate your tenancy due to repeated breaches. You do not need to issue a third Notice to Remedy Breach or a notice to end the agreement, before you apply to the Tribunal.

The repeated breaches must relate to certain sections of the Act including; general obligations regarding repair and maintenance of the premises or facilities, unlawful entry, breach of quiet enjoyment, or a breach of a provision about rent payments.

In the Tribunal, you will need to show evidence that you have issued two previous breach notices and that the repeated breaches are serious enough to justify early termination of the agreement.

In making a decision, the Tribunal may consider the seriousness of the breach, the period in which the breaches were committed, and the length of the tenancy.

If the Tribunal agrees to terminate your tenancy agreement, it may also make an order for compensation if you incur costs as a result of the lessor or provider's repeated breaches.

If you leave a fixed term agreement early, your lessor, agent or provider may seek compensation from you.

Leaving due to damage, injury or harassment

If you have a residential tenancy agreement, you can apply to the Tribunal for an urgent hearing to terminate your agreement if there has been damage, injury or harassment by the lessor or a co-tenant. In cases of domestic violence occupants or domestic associates can also apply to the Tribunal about the tenancy.

- **Damage or injury:** You can apply directly to the Tribunal for an urgent hearing to end the agreement if the lessor, or a co-tenant, has caused or is likely to cause serious damage to you, to someone you have allowed onto the property, or to your possessions. If you apply to the Tribunal for a termination order and have good reason to believe a co-tenant, or the lessor, may cause further damage or injury, you can also request the Tribunal make a restraining order.
- **Lessor's objectionable behaviour:** If the lessor has harassed, intimidated or verbally abused you or someone you have allowed onto the premises, you can apply directly to the Tribunal for an urgent hearing to end the agreement. The Tribunal may grant the order if it is satisfied that you have established the basis of the application and the behaviour justifies the termination of the agreement.
- **Domestic violence – application by other occupants:** A person who is an occupant of the premises, or is the domestic associate of the tenant (eg: spouse, partner, family member, carer) can apply to the Tribunal to terminate the tenancy in cases where the tenant has committed an act of domestic violence, or caused damage to the premises or injury towards the applicant. The applicant can also apply to remain in the premises and be named as the tenant instead of the tenant who committed an act of domestic violence. In deciding these matters, the Tribunal must consider the domestic violence issues and the lessor must be given an opportunity to be heard.
- If you are making an application to the Tribunal about domestic violence issues it is important to have evidence to support your application, such as evidence you have applied for a domestic violence order, or support letters from a social worker, health worker or police.

For more information see the *Domestic Violence and Co-tenancy fact sheets* at www.tenantsqld.org.au

You can use an Exit Condition Report to record the condition of the premises when you move out. After moving out use a Refund of Rental Bond Form to apply to the RTA for a bond refund. These forms are available online at www.rta.qld.gov.au

If you abandon the premises

If you have a residential tenancy agreement and move out without giving written notice to end the agreement, you are abandoning the premises. If this happens, the lessor or agent can take steps to terminate the agreement.

If a lessor or agent believes that you have abandoned the premises they can either deliver an Abandonment Termination Notice to the premises, or apply directly to the Tribunal for an urgent order declaring that the premises are abandoned.

If you receive an Abandonment Termination Notice and disagree with the notice, you must respond within seven days. If you do not respond within seven days, the premises are taken to be abandoned.

If you have not abandoned the premises, you can apply to the Tribunal to dispute the abandonment notice. If the Tribunal has made an abandonment order, you can also apply to the Tribunal for a review of the order. In both instances, you must lodge your application within 28 days.

If you abandon the premises, the lessor can apply to the Tribunal to claim compensation from you for any costs they incur because of your abandonment. If you abandon the premises and the amount you owe is greater than the bond, this is grounds for the lessor to list your details on a 'bad tenant' database.

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

Death of a sole tenant or resident

If a sole tenant or sole resident dies and no other action is taken to end the agreement, the agreement ends one month after the death of the sole tenant in a general tenancy, or two weeks after the death of the sole resident in rooming accommodation. If a representative of either party gives notice to end the agreement because of the death of the tenant or resident, the agreement will end two weeks after the notice was given in general tenancies, or seven days in rooming accommodation. Alternatively, the parties can agree to end the agreement at an earlier date, or the lessor, agent or provider can apply to the Tribunal for an order to terminate the agreement.

For more information about resolving disputes, see *Resolving Tenancy Disputes Tenancy Facts*.

Moving out

When you move out on the handover day it is important to take all your goods with you, leave the place clean, in a similar condition to the start of the tenancy, reasonable fair wear and tear excepted, and promptly return all keys. It is also useful to gather evidence to show you have met your obligations, such as photos, cleaning receipts and a copy of your completed Exit Condition Report. This evidence is important if you have a dispute over the bond refund.

You can use an Exit Condition Report to record whether or not the place is clean and in good condition when you leave. This form is available online from the RTA at www.rta.qld.gov.au. It is the tenant's responsibility to fill in an Exit Condition Report and give a copy to the agent or lessor when you return the keys. In rooming accommodation Exit reports are not required, but are useful if you have paid a bond.

When you complete your Exit report give a copy to the lessor, agent, or provider. Also keep a copy for your own records. The lessor or agent has three business days to conduct the exit inspection, fill in the Exit Condition Report and return a copy to you at the forwarding address you included on your form. If there is outstanding cleaning or work to do they should minimise their loss by giving you a reasonable opportunity to do the work.

At the end of your tenancy you can use a Refund of Rental Bond form to apply to the RTA for a refund of your bond. Always fill in the bond refund amounts before you sign the form as signing a blank Refund of Rental Bond form is like signing a blank cheque. You can lodge your own Refund of Rental Bond form with the RTA as soon as the tenancy ends. How the RTA deals with your bond refund claim will depend on whether you and the lessor, agent or provider, agree on the bond refund.

For more information, see the Rental Bond 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

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



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

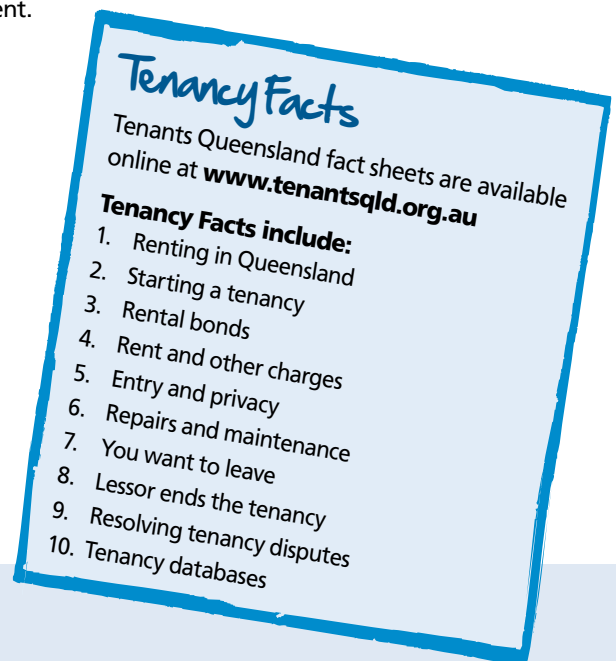
Disclaimer: This brochure provides information only and is not intended to provide legal advice.

Withdrawing your notice

If you have a residential tenancy agreement and issue a Notice of Intention to Leave, but later decide you want to continue in the tenancy, contact the lessor or agent to withdraw your notice. You must get written agreement from the lessor or agent to withdraw your notice. You can only withdraw your notice before the handover day stated in the notice. It is up to your lessor or agent to decide whether you can continue with the agreement.

If you do not withdraw the notice, and do not move out on the handover day, your lessor or agent can apply to the Tribunal to terminate the tenancy due to your failure to leave as intended. If you want to stay, you should attend the hearing to explain your situation and ask the Tribunal to allow you to continue with the tenancy.

If your situation changes and you need more time to move out talk to the lessor or agent about this and try to reach an agreement.



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