

Information for sharehouse tenants affected by COVID-19

Loss of income due to COVID-19

Due to the emerging and evolving situation of the COVID-19 virus, you, or others you live with in shared accommodation, may have recently lost employment or anticipate losing income due to the closure of your workplace, or because of becoming infected with the virus. This may impact on your ability to pay rent.

On 22 March 2020, the Government announced it will provide a temporary Coronavirus Supplement and other increases to income support payments to new and existing income support recipients from 27 April 2020 for six months. There may be other income support payments available to you. Please visit the following websites for fact Sheets for Australian Government payments for households:

<https://treasury.gov.au/coronavirus/households>

and individuals:

<https://www.dss.gov.au/about-the-department/coronavirus-covid-19-information-and-support>

Excessive Hardship due to COVID-19

A tenant or resident suffers excessive hardship because of the COVID-19 emergency if, from 29 March 2020, any of the following apply:

- You, or a person under your care, suffers from COVID-19;
- You are subject to a quarantine direction;
- Your place of employment, trade or business is closed or restricted, because of a public health direction
- You are self-isolating because you live with, are the primary carer for, or are a vulnerable person;
- A restriction on travel, imposed under a public health direction or other law, prevents you from working or returning home;
- The COVID-19 emergency prevents you leaving or returning to Australia

AND

- You suffer an income loss of 25% or more; or
- Your rent payable under your agreement is 30% or more of your income.

The new laws state that a person is considered a vulnerable person if they:

- Are over 70 years of age;
- Are over 65 years of age who has an existing health condition or comorbidities;
- Are an Aboriginal or Torres Strait Islander over the age of 50 who has an existing health condition or comorbidities;
- Have a compromised immune system.

If you believe you are suffering from excessive hardship because of Covid-19, it is important to notify your lessor that you are or have been suffering excessive hardship because of the COVID-19 emergency. You cannot be evicted because you have failed to pay the rent.

Rent arrears due to loss of income

If your ability to pay your rent, or those living with you in shared accommodation are unable to contribute to the rent, you are likely to fall into rent arrears which may impact on your ability to sustain your tenancy agreement.

If you, or other rent contributors living with you, can no longer pay their share of the rent, talk to your agent or lessor.

You could request that the lessor consider significantly reducing your rent for a period of time to enable you, and others living with you in shared accommodation, to sustain your tenancy during the COVID-19 period.

If your rent is seven days late (general tenancy) or four days late (rooming accommodation – tenancy longer than 28 days) and your lessor knows, or ought to know you are suffering excessive hardship due to COVID-19, you cannot be issued a Notice to Remedy Breach if your rent remains

unpaid. However, under new laws, you can be issued with a ‘show cause notice’.

If you receive a show cause notice you must either pay the unpaid rent or inform your lessor, within 14 days that you cannot pay because you are suffering excessive hardship due to COVID-19.

If you are able to reach an agreement, you may be able to enter into a *tenancy variation agreement* with your lessor to reduce the rent or set up a repayment plan for any unpaid rent. The variation agreement should be recorded on the new General Tenancy COVID-19 Variation Agreement (RTA Form 18d).

If you cannot reach an agreement, you can request dispute resolution from the Residential Tenancies Authority (RTA) by using the new COVID-19 dispute resolution request (Form 16a). The RTA conciliates between you and your lessor. Conciliation is a free and confidential service.

If the dispute is not resolved, the RTA will issue a Notice of Unresolved Dispute and you can then apply to the Queensland Civil and Administrative Tribunal (QCAT) for a decision on either the rent reduction or to end your agreement due to excessive hardship suffered as a result of COVID.

Reducing the spread of COVID-19

It is important that everyone in your home is taking extra precautions with their hygiene to reduce the spread of infection. Currently, you must self-quarantine if any of the following applies to you:

- You have been overseas;
- You have been in close contact with a confirmed case of COVID-19;
- You have moved to Queensland from interstate or have been to a [COVID-19 hotspot](#).

Quarantine lasts for 14 days however if you are feeling unwell you should contact your doctor immediately. If you live in shared accommodation and need to avoid contact with other people please follow the following guidance on what avoiding contact with other people means in practice.

If you are suspected or confirmed to have COVID-19 then you will be asked to self-isolate until you are no longer infectious.

Separate yourself from other people: Keep away from other people in your home. As much as possible, you should stay in your room with the door closed, only using communal kitchens, bathrooms and living areas when necessary. You should use a separate bathroom, if available. Avoid using the kitchen while others are using it. Take your meals back to your room to eat.

Limit contact with pets and animals: You should restrict contact with pets and other animals while you are sick with COVID-19, just like you would around other people.

Avoid sharing household items: Avoid sharing dishes, drinking glasses, cups, eating utensils, towels, bedding, or other items. Use a dishwasher (if available) to clean and dry your used crockery and cutlery; if this is not possible, wash them by hand using detergent and warm water and dry them thoroughly, using a separate tea towel.

Entry or inspections

If a person at your premises, or your lessor or agent is subject to a quarantine direction, or the entry would contravene a public health direction, or you or another person staying at the premises, is a vulnerable person, you may refuse the entry unless the entry is for any of the following:

- To check smoke alarms;
- To check safety switches;
- In an emergency; or
- If the lessor or agent believes on reasonable grounds that the entry is necessary to protect the premises or inclusions from imminent or further damage.

You may consider requesting that anyone entering the home is required to wash their hands, wear a mask and not touch anything, and to keep a safe social distance from all members in your shared accommodation at all times. Social distancing means less contact between you and other people. Remember that it is in the interest of both parties to take all necessary precautions.

If you, or another person in your home is a vulnerable person, and you refuse entry for inspection, you must allow the lessor or agent to carry out the inspection by—

- a virtual inspection; or
- video conferencing with the lessor or agent; or
- the tenant giving the lessor or agent access to photographs or video of the premises and its inclusions of sufficient visual quality to enable the lessor or agent to judge the condition of the premises and inclusions.

Ending your tenancy

If you or others you live with in shared accommodation is affected with COVID-19, you may want to leave, while others may want to stay, or vice versa.

To change the term of a tenancy agreement there must be an agreement in writing between all parties to that agreement. *All* parties means all the co-tenants as well as the lessor or agent.

[You can review our fact sheet to find out more about when a housemate is a co-tenant, sub-tenant, rooming accommodation resident or lodger:

<https://tenantsqld.org.au/wp-content/uploads/2016/08/Share-Housing-Your-Legal-Status-2016-A.pdf>

If you want to leave, whether you are in a fixed term or periodic agreement, you cannot terminate either the whole of the tenancy or even your part of it alone. You must either:

- A. Get an agreement in writing; or,
- B. Get an order from the Queensland Civil and Administrative Tribunal (the Tribunal)

which terminates your responsibilities as a co-tenant.

If you simply leave and your name is still on the lease, you will remain jointly and severally liable for the premises.

Once you know you need to leave you should start discussing the situation with the other tenants. Find out if they want you to find a replacement housemate or not. If you are leaving a fixed term agreement early you may need to discuss compensation.

If you are trying to find a replacement housemate, you should put any proposals in writing and keep records. This will be useful as evidence if you cannot resolve the situation and a dispute arises.

For more information about transferring your interest or finding a replacement tenant, see our factsheet:

<https://tenantsqld.org.au/wp-content/uploads/2016/08/Termination-of-Co-tenancies-2016.pdf>

Useful websites

For further information on COVID19 from Qld Health and the Australian Government, please visit:

Queensland Health:

<http://health.qld.gov.au/coronavirus>

Australian Government Department of Health:

<https://www.health.gov.au/news/health-alerts/novel-coronavirus-2019-ncov-health-alert>

Further advice

If you need further advice, please contact Tenants Queensland's free tenancy advice service on 1300 744 263. Tenants Queensland Inc delivers QSTARS, the Queensland Statewide Tenancy, Advice and Referral Service.