
This factsheet provides tenants and residents with information on COVID-19 protections that will remain until 30 April 2021. It has been updated following changes to the Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020, which commenced on the 30 September 2020.

The regulations were made on the 24 April 2020 and covered rules relating to the management of rent arrears, terminations, tenancy databases, entries, repair and maintenance, dispute resolution process and new domestic and family violence provision for impacted tenants.

The Queensland government has made amendments to the regulation to end of the moratorium on evictions for residential renters which ceased to apply from 30 September 2020. These amendments are contained in the *Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Amendment Regulation 2020* and commenced on the 30 September 2020.

This fact sheet will outline these changes and provide information on how tenants and residents may be affected.

Evictions and unpaid rent

The eviction moratorium, which protected tenants or residents suffering excessive hardship because of the COVID-19 emergency from eviction for failure to pay rent, ended on 30 September 2020. Previously there were protections that ensured a tenant or resident could not be issued with a Notice to Remedy Breach if they fell into rent arrears because they suffered from excessive hardship if they had notified their lessor, agent or provider of their circumstances.

From 30 September, if tenants or residents fail to pay rent they may be in breach of their agreement. If rent payments are late there is a process lessors, agents or providers must follow under the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)* (the Act). For general tenancies, if your rent is seven days late, your lessor or agent may issue you with a Notice to Remedy Breach providing you with 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. For rooming accommodation if your rent is two days late, the provider can give you a Notice to Remedy Breach for rent arrears providing you four days to bring the rent up to date. If you fail

to pay by that date on the notice you can be given a Notice to Leave, with four days' notice to move out.

If you know you will have difficulties paying the rent talk to your lessor, agent or provider and see if you can come to an agreement to catch up with your rent.

Ending of Extensions to fixed term agreements

If your fixed term tenancy agreement was extended because you notified the lessor, agent or provider that you had suffered excessive hardship due to the COVID-19 emergency those protections ceased as of the 30 September 2020. However, if you signed a Tenancy/Residency Variation Agreement to extend the end date of the tenancy agreement and the term runs beyond 30 September 2020, the protections will cease on the date the term on the Variation Agreement expires.

Whilst the provisions ensuring mandatory extensions of fixed term tenancies are no longer in effect the parties are still able to negotiate extensions as with any normal tenancy either on their own or via the RTA dispute resolution process using the [general dispute resolution request \(Form 16\)](#).

Rental variation agreements

Tenants and residents who already have a rental variation agreement should check the date the agreement ends. If the date the rental variation agreement ends is after the 30 September 2020, it will still be valid. If the variation agreement expires on or before the 30 September 2020, tenants should try and negotiate a new agreement with the other party. Whilst use of the RTA tenancy or residency variation agreement (RTA Form 18d, 18e, 18f) will no longer be available from the 30 September, the parties can still negotiate to vary the rent payments or enter into repayments plans depending on their circumstances.

When your tenancy variation agreement expires, obligations are expected to return to the same terms as outlined under the original tenancy/rooming agreement, which may include

paying the rent amount stated in that agreement. Therefore, it is important to keep a record of any payment plans, repayments made and request rent ledgers to help you negotiate with the lessor, agent or provider.

Conciliation

The RTA's COVID-19 Dispute Resolution Request (Form 16a) will be removed from their website on the 2 October 2020. This mandatory dispute resolution service will no longer apply for disputes about rent arrears, extension to tenancy agreements or excessive hardship applications from 30 September 2020.

However, if a tenant or resident have filed a form 16a dispute resolution request and are in the process of having the form 16a actioned by the RTA prior to 30 September 2020 that process may continue to its conclusion under the previous regulations.

For any new disputes raised on the 30 September 2020, tenants and lessors can apply for RTA dispute resolution using the [general dispute resolution request \(Form 16\)](#).

Ending tenancies

From 30 September 2020 a lessor or provider can no longer end a tenancy agreement for owner occupation or for sale of premises which require vacant possession. If a tenant or resident has been given Notice to Leave because the owner needs vacant possession for sale of the premises or for owner occupation on or before the 29 September 2020, this will still be valid if you received the required 2 months' notice to vacate.

Tenants and residents who are COVID-19 impacted will no longer have protection against terminations without grounds from the 30 September 2020, however the retaliatory eviction provisions apply to tenants and residents.

Tenants will have 4 weeks (residents will have two weeks) to apply to have a Notice to Leave, without grounds, set aside under the retaliatory eviction provisions in the Act.

Ending due to condition of the property

Tenants and residents will no longer be able to end their agreement by providing a Notice of Intention to Leave due to condition of premises by providing seven days' notice.

The termination process for breach of lessors or providers repair and maintenance obligations will revert to the normal processes under the Act from 30 September 2020.

Excessive hardship

The process of terminating a tenancy due to excessive hardship has changed from the 30 September 2020. Tenant or residents who are experiencing excessive hardship may now apply directly to QCAT for an urgent hearing and an order terminating their tenancy. Examples of excessive hardship include a change in your circumstances that show a serious illness, loss of employment, or financial hardship. You will be required to provide evidence to support your application such as medical certificates, separation certificates from employers, or bank statements

Tenancy database listings

Tenants and residents will remain protected from being listed on a tenancy database for rent arrears or ending a tenancy if the issues occurred during the COVID-19 emergency and the listed person was:

- Suffering excessive hardship because of COVID 19¹: or
- Complying with a public health direction

Acting contrary to this is an offence, unless the person who made the listing did not know the circumstances of the person they listed.

If you as a tenant or resident, did not inform your lessor that your ability to pay rent was due to you suffering excessive hardship because of COVID-19 then you could be listed on a tenancy database. It is important to let your lessor or provider know of your circumstances in writing.

If you are affected by domestic and family violence

Tenants and residents can terminate their tenancy if they can no longer safely continue to stay because of domestic violence by giving a seven days' Notice Ending Tenancy or Notice Ending Residency, to your lessor or housing provider.

Tenants and residents experiencing DFV can still choose to leave immediately after you have provided the correct notice, and you break lease fees are still capped at 1 week. All evidence you provide to support your tenancy ending must still be kept confidentially by your lessor or agent.

Tenants are still protected against paying any additional reletting costs after you end your tenancy and are not responsible for any damages caused due to domestic violence.

If a tenant wants to remain in the premises and increase their safety, they can still have the locks

changed without notifying the lessor, the locks must be changed by a qualified tradesperson, but you still must provide your lessor copy of the changed keys.

Rooming accommodation providers must still change locks if residents believe they are at risk of Domestic violence

For more information please visit our [DFV factsheet here](#).

Entry to your property

The entry provisions will continue to apply therefore entries can still be made to check smoke alarms and safety switches (in compliance with requirements), in an emergency, or to protect the tenancy from imminent or further damage. Entries can also be made if the tenant or resident agrees.

Entries cannot be made for other purposes if:

- You or someone else living at the property is either subject to a quarantine direction or the entry would contravene a public health direction or,
- The tenant or resident or someone else staying is a vulnerable person².

If this applies to you, you can refuse entry for things like routine repairs; to inspect after completion of repairs; to inspect the cleanliness of a resident's room or for pest control; to show prospective buyers, tenants or residents; to undertake a valuation; suspected abandonment; or to re-inspect after a serious breach notice.

For more information please visit our [Entries factsheet here](#).

Repairs and maintenance

During the COVID-19 emergency period your lessor or provider will continue to be released from obligations to undertake routine repairs (but not emergency repairs) if undertaking them would: be inconsistent with a public health direction or social distancing; they are unable to enter due to the restrictions (e.g. there is a vulnerable person in the property); or, if tradesperson or supplies are not available.

Your lessor or provider must ensure that all emergency repairs and legislated safety requirements are carried out.

For more information please visit our [Repairs factsheet here](#).

Break lease costs for eligible fixed term tenancies

If you terminate your tenancy and leave before the end of the fixed term agreement, and you meet the eligibility requirements, your break lease costs will be capped at one weeks rent after giving the required notice to end the tenancy.

Eligibility

- The household must have lost 75% or more of their income; and
- Have less than \$5000 in savings

You will be required to provide evidence to support that you meet the eligibility requirements for the capped break lease costs.

Proving my income has been affected by COVID-19

Income is total weekly income after tax, including any government payments you receive. You can provide bank statements that show your income has been reduced, you can also provide any official letters or notices from your employer that show you have been stood down, lost hours or your job as a result of COVID-19. Evidence in the form of medical certificates and income supplement confirmation from Services Australia (Centrelink) is useful.

¹ Definition of excessive hardship

If you're a tenant or resident who has **suffered excessive hardship** the following definition must apply to you and have occurred during the emergency period:

- You or another person under your care, suffers from COVID-19;
- You are subject to a quarantine direction;
- Your place of employment is closed in compliance with a public health direction;
- Your place of employment is unable to continue to operate because of a loss of trade or business resulting from a public health direction;
- You are in self isolation due to self-vulnerability, live with a vulnerable person; or you're the primary carer for a vulnerable person;
- There is a restriction on travel preventing you from working or returning home;
- You cannot leave or enter Australia

AND

- You suffer a loss of income of **25% or more of the net weekly income** – including any financial assistance received from the State of Commonwealth; **OR**
- Rent payable is 30% or more of your income
- If there is **more** than 1 person named as a tenant or resident on the agreement, the combined total net weekly income of all those named is taken into account.

² Definition of a vulnerable person?

If you fall into one of the following categories, you are considered a vulnerable person

- a. An individual over 70 years of age.
- b. An individual over 65 years of age who has an existing health condition or comorbidities.
- c. An Aboriginal or Torres Strait Islander individual over the age of 50 who has an existing health condition or co morbidities
- d. An individual whose immune system is compromised.

If you require advice about your tenancy or residency, call Tenants Queensland for free advice on 1300 744 263. Tenants Queensland manages and delivers the Queensland Statewide Tenancy Advice and Referral Service (QSTARS).

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