

## Entries and Repairs during the COVID Emergency Period

During the COVID 19 emergency period there are new restrictions on lessors, agents and providers, under the *Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020* (the Regulations). These restrictions apply until April 30, 2021.

The following table outlines when a **lessor or agent** can or cannot enter your property – **Tenants**

YES A lessor or agent can enter for inspections under the following circumstances	NO A lessor or agent cannot enter your premises to conduct an inspection, carry out routine repairs or maintenance or re-inspect, show buyers or tenants, valuations, abandonment or re-inspection after serious breaches under the following circumstances
To conduct inspections on smoke alarms and safety switches due to regulatory obligations under the <i>Fire and Emergency Services Act 1990</i> (install or check smoke alarms) and <i>Electrical Safety Act 2002</i> (install or check safety switches) (24 hours' notice)	If you or another person in your rental premises is subject to quarantine
If it is an emergency (no notice required)	If your lessor or agent are subject to quarantine
If the tenant agrees to the entry	If the entry could contravene a public health direction
If the lessor or agent reasonably believes it is necessary to enter to protect the premises from imminent or further damage (no notice required)	<p>If you refuse entry to the premises because you or a member of your household is a vulnerable person*</p> <p><b>Alternative arrangements for inspections</b></p> <ul style="list-style-type: none"> <li>• If you refuse entry because you are a vulnerable tenant and a request to enter has been made to inspect the premises or to show the premises to a prospective buyer or tenant, you must allow the lessor or agent to carry out the inspection by:               <ul style="list-style-type: none"> <li>• virtual inspection; or</li> <li>• videoconference with the lessor or agent; or</li> <li>• give the lessor or agent access to photographs or video of the premises</li> </ul> </li> <li>• You are not required to purchase equipment or services to allow for a virtual inspection such as cameras, phones or web based services ie no costs are payable.</li> </ul>

The following table outlines when a **provider or agent** can or cannot enter your property – **Residents**

<p style="text-align: center;"><b>YES</b></p> <p><b>A provider can enter for inspections under the following circumstances</b></p>	<p style="text-align: center;"><b>NO</b></p> <p><b>A provider cannot enter a resident's room to conduct an inspection, to clean, to carry out pest control, to carry out routine repairs or maintenance or to show the room to prospective buyer or resident or to allow a valuation of the premises</b></p>
If the resident agrees to the entry	If a person in the room is subject to a quarantine direction
If it is an emergency (no notice required)	If the provider or agent is subject to a quarantine direction
If the provider reasonably believes the room has been abandoned (no notice required)	If the entry could contravene a public health direction
To carry out urgent repairs to the rental premises or facility in the rental premises (no notice required)	<p>If you refuse entry to the room because you or another person staying in the room is a vulnerable person*</p> <p><b>Alternative arrangements for inspections</b></p> <ul style="list-style-type: none"> <li>• If you refuse entry because you or another person staying in the room is a vulnerable person and a request to enter has been made to inspect the room or to show the premises to a prospective buyer or resident, you must allow the provider or agent to carry out the inspection by:</li> <li>• virtual inspection; or</li> <li>• videoconference with the provider or agent; or</li> <li>• give the provider or agent access to photographs or video of the premises</li> <li>• You are not required to purchase equipment or services to allow for a virtual inspection such as cameras, phones, or web-based services i.e. no costs are payable</li> </ul>

### **Non-essential entries**

During the COVID 19 emergency period it is important all parties avoid any unnecessary exposure to health risks and follow Queensland government public health directives and advice, including complying with social distancing rules during entry to rental premises.

Where possible lessors, agents and providers should defer any non-essential entries and consider seeking alternative ways to carry out inspections.

In some situations tenants and residents can refuse to allow non-essential entry (see tables in this factsheet).

Tenants and resident have the right to refuse non-essential entries if they, or a member of their household, is subject to a quarantine direction, or is a vulnerable person.

**\*A vulnerable person includes:**

- people aged 70 years and over
- people aged 65 years and over with existing medical conditions
- people with compromised immune systems, and

- Aboriginal and Torres Strait Islander people aged 50 years and over with an existing medical condition.

Tenants and residents can also refuse entry if the entry would contravene a [public health direction](#).

### How many people can enter?

Currently the rules around how many people may be allowed to enter your premises are subject to change due to the relaxing of rules surrounding onsite auctions and open house inspections which are outlined in the [public health directions](#) for non-essential business, activity and undertakings.

### Negotiating agreed entry arrangements or disputing entry requests.

Parties should speak with each other about any entry concerns and try to minimise any potential disputes. It is important to communicate clearly, seek an acceptable solution and put any agreements in writing. If parties cannot reach agreement, they can use an RTA Form 16 to apply to the RTA for dispute resolution or file an urgent application to QCAT regarding the rules of entry.

### Repairs and Maintenance

During the COVID-19 emergency period your lessor or providers obligations for routine repairs and maintenance have been relaxed but the regulatory obligations to ensure safety in the rental property still apply.

During the COVID-19 emergency period tenants and residents can still ask for repairs to be carried out. Lessors and providers are **released** from the obligation to make routine repairs or carryout maintenance **within** the 7 day notice period on a Notice to Remedy Breach if:

- They are unable to enter due to a public health direction or social distancing.
- They cannot enter the premises due to the new entry requirements as outlined in this factsheet.
- In order to make repairs or carry out maintenance a tradesperson or other

person needed or supplies needed are not available. The lessor or provider is only released from the obligation until the tradesperson or supplies become available.

- The lessors and providers are not released from the obligation to make emergency repairs.

Under the Regulations a Notice to Remedy Breach issued during the COVID-19 emergency period is of no effect if the notice relates to an obligation from which the lessor or provider is released. Tenants and residents can still request that repairs be carried out but they need to be mindful that the repairs may take a bit more time to be completed due to the restrictions outlined above.

### Extension of time periods for Notices to Remedy Breach

If a tenant or resident gives a lessor or provider a Notice to Remedy Breach for an obligation to carryout routine repairs and maintenance and the obligation is released due to a restriction under a public health direction or social distancing, the remedy period for the notice is **extended** until whichever happens first:

- The day the public health direction of social distancing requirements no longer restrict the obligation; or
- The day the COVID-19 emergency period ends.

If a tenant or resident gives a lessor or provider a Notice to Remedy Breach and the lessor or provider is released from the obligation to repair or maintain until the trades person or supplies become available to them, the notice period is **extended** until whichever of the following happens first:

- The day the necessary tradesperson or supplies become available; or
- The day the COVID-19 emergency period ends.

Tenants and residents can access the RTA dispute resolution service if they are unable to get their routine repairs carried out and they believe the lessor or provider no longer have a restriction on tradespersons or supplies or due to relaxation of the public health directions and social distancing requirements. During conciliation is advisable for tenants and residents to seek evidence from the lessor regarding how the restrictions are preventing the repairs and seek confirmation on when the lessor or provider believes the repairs could be carried out.

If after conciliation the dispute is not resolved then a tenant or resident may apply to QCAT for orders about repairs and rent decreases.

If you need support in responding to your lessor or agent regarding entry, [Tenants Queensland has example letters you can download.](#)