

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the law that covers tenants and lessors as well as residents and providers in Queensland.

This fact sheet provides information on changes introduced with the COVID-19 Emergency Regulations and apply from 24 April 2020 to 30 April 2021. It covers tenants and residents who want to change living arrangements because of domestic family violence (DFV) committed against them and they can no longer safely continue to reside in the premises.

If you need further advice, you can contact us our free tenancy advice service on 1300 744 263.

I am experiencing DFV, can I leave?

If you're a tenant or resident who believes you can no longer safely continue to occupy premises because of domestic family violence committed against you, you may end your interest in the tenancy/rooming agreement by giving the lessor or provider notice of your intention to leave supported by appropriate evidence.

To terminate you can give seven days' notice in the correct form (Notice Ending Tenancy - 'NET' or Notice of Ending Residency - 'NER') to your lessor/agent or provider. These new forms are found on the Residential Tenancies Authority (RTA) website.

As a tenant or a resident you may choose to leave immediately after providing the notice and your liability for break lease will be capped at one weeks' rent.

You are required to provide evidence to support your claim of DFV. You can choose to provide a copy of relevant documentation or allow your lessor or provider to inspect copies of documents.

Alternatively, as a tenant or resident experiencing DFV you may apply urgently to QCAT for a termination order or an order ending your agreement or your interest in the agreement because of domestic violence committed against you by another person.

What can be used as evidence to end my tenancy?

To end your tenancy agreement, you'll need to support the Notice Ending Tenancy or Residency with evidence. For example -

- ❖ A Protection Order or Temporary Protection Order.
- ❖ A Police Protection Order.
- ❖ An interstate order or injunction for personal protection under the Family Law Act 1975 (CTH).
- ❖ An injunction for personal protection under the Family Law Act 1975 (CTH).
- ❖ A report, in an approved form, about domestic family violence signed one of the following:
 - o A doctor
 - o A social worker
 - o A refuge or crisis worker
 - o A domestic and family violence support worker or case manager
 - o An Aboriginal and Torres Strait Islander medical service
 - o A solicitor

What happens to the evidence I provide?

To ensure your safety and privacy, the lessor/agent or provider must keep all your evidence confidential. You can allow the lessor/agent to inspect copies of documents such as the Protection Order but you're not obliged to give them a copy.

- ❖ Your lessor/agent or provider must not copy your evidence.
- ❖ Your Notice Ending Tenancy/Residency form and any other information relating to your domestic and family violence must be kept securely.
- ❖ Your lessor/agent or provider must not provide any information to anyone about your domestic and family violence - unless it's between the agent and lessor or provider or for a tribunal hearing.

I am a co-tenant or resident and want to leave.

As a co-tenant/resident you can also give a Notice Ending Tenancy/Residency with supporting evidence of domestic and family violence with seven days' notice.

Or

You can apply to the tribunal to terminate your tenancy because of DFV committed against you by another person, including a co-tenant or co-resident.

What happens to the remaining co-tenants?

The lessor/agent or provider must give seven days' written notice after your tenancy ends, to each remaining tenant/resident informing them that you are no longer on the tenancy agreement. The tenancy agreement continues for the all remaining tenants and residents in the property.

The lessor/agent or provider will also advise the remaining tenants and residents that they must top up the bond and the timeframe for topping up the bond.

The remaining tenants and residents will have at least one month to top up the bond.

What are my obligations?

You must pay rent until the end of the seven-day Notice Ending Tenancy/Residency period.

You are not responsible for paying any additional costs to the lessor or provider for re-letting the premises.

You are not responsible for damage to the premises caused by domestic family violence.

You can apply for your bond refund after you have vacated the premises.

General obligations of tenants and residents apply. You will need 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 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.

What if my lessor disputes?

If the lessor/agent or provider believes that your Notice Ending Tenancy/Residency and supporting evidence does not comply with the requirements, they can dispute it. And they must tell you that they intend to apply to the tribunal to have the notice set aside and put in their application within seven days of receiving the NET or NER.

The tribunal will consider whether the NET or NER and supporting evidence complies with requirements. The tribunal will not consider any issues about the DFV or whether you believe that you could no longer safely continue to occupy the premises.

I want to stay in my tenancy how can I increase my safety?

If you're a tenant you may change the locks before getting the agreement of the lessor or agent, if you believe it's necessary to protect yourself or an occupant from domestic family violence.

You must engage a qualified tradesperson to change the lock and the tenant or resident must also give the lessor or provider a copy of the key for the changed lock.

Although if there are body corporate by-laws; such as in unit complexes, you need to comply with these by-laws. You should have been given a copy of the by-laws with your tenancy agreement when you moved in.

If you're a rooming accommodation resident, your provider must change or repair the lock that secures entry to a resident's room if you believe it is necessary to protect you from domestic family violence.

Further help

If you require any further advice relating to information within this fact sheet, contact Tenants Queensland Inc who delivers the Queensland State-wide Tenancy, Advice and Referral Service on 1300 744 263 to discuss.