

# DFV TENANCY TOOLKIT

for DFV sector workers

This integrated tenancy toolkit sets out the steps women may take to manage their rental housing when deciding whether to start, stay in or leave a tenancy.



Tenants Queensland

Funded by



Queensland  
Government



# Introduction to this toolkit

## Acknowledgement

Tenants Queensland (TQ) acknowledges the funding received from the Department of Justice and Attorney General and the Department of Social Services 'Keeping Women Safe in their Homes Initiative' to develop and deliver this integrated tenancy toolkit.

## Purpose

This integrated tenancy toolkit aims to build the capacity of domestic and family violence service providers to assist women to STAY, START, LEAVE their rental accommodation when their housing is affected by domestic and family violence.

## Structure of the toolkit

This toolkit provides tenancy law information and procedure in relation to **STARTING, STAYING AND LEAVING** a tenancy. Each of these three tenancy options is explored in detail including the relevant procedural steps a domestic and family violence professional may be required to follow when working through a tenancy issue.

## Tenants Queensland

[Tenants Queensland](#) is a specialist Community Legal Service for tenants. Established in 1986, Tenants Queensland aims to assist tenants (and their advocates) to understand their tenancy rights and responsibilities and empower tenants (and advocates) to take action to resolve disputes and maintain secure rental accommodation.

Tenants Queensland, manages the [Queensland Statewide Tenants Advice Referral Service](#) (QSTARS). QSTARS was established in October 2016 and continues to be funded by the Department of Housing and Public Works.

## The integrated features of this tenancy toolkit include:

- Key tenancy law definitions
- Practical steps tenants can take to resolve tenancy disputes
- Hyperlinks to relevant tenancy forms and fact sheets
- Flow charts for easy reference
- Quick Tips – snapshots summarising the tenancy law issues
- Sample RTA and QCAT tenancy form
- A referral list for legal services, referral services, counselling and support services and practical assistance.

## Relevant legislation referred to in this toolkit includes:

- [Residential Tenancies and Rooming Accommodation Act 2008 \(Qld\)](#) ('the Act') and
- [Residential Tenancies and Rooming Accommodation Regulation 2008 \(Qld\)](#) ('the Act');
- [Domestic and Family Violence Protection Act 2012 \(Qld\)](#) ('DFVPA'); and
- [Queensland Civil and Administrative Tribunal Act 2009 \(Qld\)](#) ('QCAT Act').

The use of the letter 's' and 'ss' throughout this tenancy toolkit are taken to mean 'section' and 'sections', respectively, of the legislation being relied upon.

## Legal disclaimer

This integrated tenancy toolkit is intended to act as an information guide for domestic and family violence sector and is not intended to substitute for specific legal advice for an individual tenancy matter.

In the case of ambiguity or inconsistencies between the toolkit and legislation, the legislation prevails.

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# Overview

## Purpose

Safe and secure housing is essential for individual wellbeing. It is widely acknowledged domestic and family violence is a key cause of homelessness for women. With over 30% of Queenslanders living in rented accommodation service providers need access to information to support women when domestic violence impacts on a tenancy.

This integrated tenancy toolkit aims to provide domestic and family violence service providers with relevant tenancy law information and tools to enhance their capacity to assist women when their tenancy is affected by domestic violence.

When considering tenancy options women who are impacted by domestic violence may want to start a new tenancy, stay in their current tenancy, or leave the tenancy. This tenancy toolkit describes these three tenancy pathways; STARTING, STAYING AND LEAVING a tenancy.

By assisting women to take steps in accordance with Queensland tenancy law, we hope DFV service providers can assist women to minimise the impact of domestic violence on their tenancy and reduce the risk of tenancy debts and tenancy database listings affecting their future rental options.

## Tenancy law in Queensland

In Queensland, the [Residential Tenancies and Rooming Accommodation Act 2008 \(Qld\)](#) (the “Act”) is the legislation that sets out the rights and responsibilities of tenants and lessors in general tenancies and moveable dwelling tenancies (caravan parks). The Act also applies to rooming accommodation residents and providers.

## Residential Tenancies Authority

The [Residential Tenancies Authority](#) (RTA) is the Queensland Government statutory authority that administers ‘the Act’. The RTA provides tenancy information, bond management, dispute resolution, investigations and prosecutions, and policy and education services.

## Queensland Civil Administrative Tribunal

The [Queensland Civil and Administrative Tribunal](#) (QCAT or the Tribunal) can hear and decide tenancy disputes for parties covered under the Act. Women experiencing domestic violence are able to apply directly to QCAT for a decision about a tenancy matter in cases where those involved in a tenancy dispute are unable to resolve the tenancy matter for themselves.

## Magistrates Courts

[Magistrates Courts in Queensland](#) hear domestic violence matters and in certain circumstances, may also hear QCAT tenancy matters at the same time.





## Definitions and common terms

Agent	A person appointed by the lessor to manage rental property
Co-tenant	If more than one person signs a tenancy agreement these parties are considered to be co-tenants. They are individually and jointly responsible for meeting the terms of the tenancy contract with the lessor/agent
DFVPA	<a href="#"><i>Domestic and Family Violence Protection Act 2012 (Qld)</i></a> (the 'DFVPA')
DFV Report	Domestic and family violence report which can be completed by an authorised professional to provide evidence that client has been experiencing DFV
Dispute resolution	The RTA offer a free, confidential dispute resolution service to assist tenants, lessors and agents resolve disputes without the need to apply to QCAT
Domestic associate	A 'domestic associate' – is a relationship with the perpetrator of domestic and family violence. This relationship may be: (a) A spousal relationship; (b) An intimate personal relationship; (c) A family relationship; (d) An informal care relationship
Domestic Violence	Domestic violence is defined in the <a href="#">DFVPA section 8</a>
Fixed term tenancy	Has a start date and end date and can be for any agreed length of time (such as 6 months or 12 months)
Lessor	The person who gives the right to occupy residential premises under a residential tenancy agreement
Moveable Dwelling	A caravan or a manufactured home
NET	Notice ending tenancy interest (domestic and family violence) (Form20)
NOITL	Notice of Intention to Leave – RTA Form 13
Non-urgent QCAT hearing	Non-urgent matters must go through dispute resolution before an application can be filed in QCAT, you will be required to attach a Notice of Unresolved Dispute as evidence of that process
NTL	Notice to Leave – RTA Form 12
NTRB	Notice to Remedy Breach – RTA Form 11. An RTA form used to notify a party that they are in breach of their obligations and must take steps to solve the problem
NURD	Notice of Unresolved Dispute (NURD) is issued by RTA when the dispute resolution service is unable to assist parties reach an agreement



Occupant	A person who occupies residential premises but is not named on the tenancy agreement. An occupant may be named on the agreement as an "approved occupant" but is not legally responsible for the tenancy agreement with the lessor/agent
Periodic tenancy	Is a week-to-week ongoing agreement that continues until the tenancy is terminated by either party
Provider	A person who provides rooming accommodation to residents
QCAT Act	<a href="#">Queensland Civil and Administrative Tribunal Act 2009 (Qld)</a> ('QCAT Act')
QCAT/the Tribunal	<a href="#">Queensland Civil and Administrative Tribunal</a>
QSTARS	Queensland Statewide Tenant Advice Referral Service – a free advice service for tenants
Resident	A person who rents a room in rooming accommodation where they, occupies 1 or more rooms as the person's only or main residence; and who is not the provider; or a relative of the provider
Residential Tenancy Agreement	An agreement under which the lessor gives the tenant the right to occupy residential premises
Rooming Accommodation	Generally, rooming accommodation is where a resident rents a room and the room is not self-contained, and there is no right to occupy the entire property, and they share facilities such the bathroom, kitchen or common room
RTA	Residential Tenancies Authority
Service Provider	A funded entity providing domestic and family violence services to a person experiencing domestic and family violence
Sub-tenant	A sub-tenant is a person who rents premises from a head tenant. The head tenant holds the same responsibilities as a lessor under the tenancy agreement with the sub-tenant
Tenant	A tenant is a person who is given permission to occupy a residential tenancy premises under a residential tenancy agreement
The Act	<a href="#">Residential Tenancies and Rooming Accommodation Act 2008 (Qld)</a> (the 'Act')
TQ	Tenants Queensland – a specialist tenancy law service for Queensland tenants and residents
Urgent QCAT hearing	<p>For a full listing of urgent matters please refer to: <a href="http://www.qcat.qld.gov.au/matter-types/residential-tenancy-disputes/urgent-and-non-urgent-disputes">http://www.qcat.qld.gov.au/matter-types/residential-tenancy-disputes/urgent-and-non-urgent-disputes</a></p> <p>Urgent matters do not have to go through the RTA's dispute resolution service prior to an application to QCAT</p>





# PART 1 STARTING A TENANCY





## 1.1.1 Application to rent

When applying for a rental property an applicant may be asked to complete an application form and provide evidence including income, proof of identity, references, and rental history. This information allows the lessor/agent to assess whether the applicant is a suitable tenant. The lessor/agent may ask for personal information including:

- Personal identification;
- Financial information;
- Tenancy history;
- Previous bond refunds; and
- Personal references.

When applying for a tenancy, applicants are not legally obliged to provide all of the above information but lessors or agents may not consider an application if the applicant refuses to provide requested information.

It is the lessor/agent who decides which applicant will be offered the tenancy. The lessor/agent is not required to provide a reason for refusing a tenancy application although it is useful for a prospective tenant to seek feedback if their application is unsuccessful.



## 1.1.2 Signing the tenancy agreement

When renting a residential property the lessor/agent must provide the approved applicant with a written tenancy agreement to sign. A residential general tenancy agreement must include:

- the name and address of the tenant and property manager/owner;
- the start and end date of the agreement (or state that it is periodic);
- how the tenant should pay rent and how much is to be paid;
- standard terms (a summary of the Act that sets out the rights and responsibilities of the parties); and
- any special terms (these special terms must not contradict the Act and should be agreed in advance, e.g. a dog is allowed but must be kept outside, permission for tenant to install fixtures, agreements about pool or garden maintenance, or improvements the lessor has agreed to provide – such as new carpet, air con etc).

The lessor/agent is responsible for preparing the tenancy agreement and providing a copy to the approved applicant. The tenancy agreement must be provided to the approved applicant before they can be asked to pay any monies for the tenancy (other than a key deposit or holding deposit) and before the tenancy, agreement can be considered to be legally binding.

On, or before, the day the tenant occupies the property, the approved applicant must:

- sign the agreement; and
- within 5 days of receiving the agreement return the signed agreement to the lessor/agent.

It is always advisable for a tenant to keep a copies of the proposed tenancy agreement for their records. Once the tenant returns a signed copy, the lessor/agent must sign the agreement and return a signed copy to the tenant within 14 days.







## 1.1.3 Discrimination issues

[The Anti-Discrimination Act 1991 \(Qld\)](#) states, every person has the 'right to be treated fairly'.

If an applicant for a rental property believes they have experienced unlawful discrimination on the basis of a personal attribute including gender, race, religion, age and/or parental status, it is advisable to make contact with the Queensland Human Rights Commission (QHRC) on 1300 130 670 to make a complaint or visit [www.qhrc.qld.gov.au/discrimination-law](http://www.qhrc.qld.gov.au/discrimination-law) for information.



## 1.1.4 Tenancy database listings

Many real estate agents and lessors use tenancy databases to assess the suitability of prospective tenants. The application form usually requires the prospective tenant to give written consent for their references to be checked, including checking on a tenancy database such as TICA.

The purpose of the tenancy database check is to establish whether or not the applicant has been listed on a tenancy database previously, by a lessor/agent. Some tenancy databases operate on a regional basis and others on a national basis. Regardless of the specific area the data base may cover, tenancy databases, such as TICA in Qld, are sometimes referred to as 'blacklists'.

A tenant can be 'blacklisted' if an agent or lessor alleges that they defaulted on their tenancy obligations. A listing on a tenancy database may prevent a prospective tenant from being deemed a suitable tenant.

### **Lessors obligation to disclose search of tenancy data base**

If the lessor/agent uses a tenancy database the agent/lessor is legally obliged within 7 days after using the tenancy database, to provide the applicant with written notice as to the name of the data base used and that personal information about the applicant is in the data base: s 458B.

Reasons for being listed on a tenancy data base may include damage to the rental property resulting from the perpetrator's acts of domestic violence.

If an applicant discovers they are listed on a tenancy database they may be able to dispute the listing by making an application to QCAT to determine the matter. For more information please see the [Domestic and Family Violence and Tenancy Database fact sheet](#).





## 1.1.5 The tenancy agreement

When tenants rent a place the lessor/agent must provide a written agreement that is written in a clear way and in accordance with the requirements of the Act. The RTA website has sample standard tenancy agreements.

There are three types of tenancies covered under the Act including:

1. [General Tenancy Agreement - RTA 18a](#) - is used when renting a house, unit, apartment, townhouse or houseboat.
2. [Moveable Dwelling Agreement - RTA 18b](#) - is used when renting a caravan, moveable dwelling or site. And
3. [Rooming Accommodation Agreement - RTA R18](#) - when a resident rents a room from a provider and shares common areas such as bathrooms, kitchens with others residents. If the provider also lives in the premises a rooming accommodation agreement only applies if 4 or more rooms are rented out.



## 1.1.6 Fixed and periodic tenancy agreements

A residential tenancy agreement may be for either a periodic agreement, or a fixed-term agreement.

A periodic agreement, is a week-to-week ongoing agreement that continues until the tenancy is terminated by either party.

A fixed term agreement has a start date and end date and can be for any agreed length of time (such as 6 months or 12 months). Tenants should only sign a fixed term agreement if they intend to stay the full term, as it can be costly if tenants need to "break a lease" and terminate their fixed term agreement early.

When a fixed term agreement expires, if neither party takes steps to terminate the tenancy agreement, the agreement will automatically roll over into a periodic "week-to-week" agreement.

A residential tenancy agreement is a legally binding contract between the lessor/agent and the tenant/s.





## 1.1.7 If there is no written tenancy agreement

It is an offence under the Act for the lessor/agent to fail to provide a written agreement to a tenant.

However, if the tenancy agreement is only verbal, or the written agreement does not comply with the requirements of the Act, the tenancy laws may still apply to all parties.

If there is doubt about whether a tenancy agreement is covered by the Act, seek tenancy advice or apply to QCAT for a decision.

For more information, see the following Tenants Queensland fact sheets:  
[Renting in Queensland](#) and [Starting a Tenancy](#).

### QUICK TIPS: The start of a tenancy

At the start of a tenancy, the lessor/agent must provide a copy of the signed tenancy agreement, which set out the agreed terms and conditions of the tenancy.

The lessor/agent must provide a rent receipt or keep a rent record for all rent payments. Rent receipts must be provided if rent is paid by cash or cheque.

If a tenant pays a rental bond, the bond can be lodged online with [RTA Web Services](#) by the tenant or lessor/agent/provider within 10 days.

Go to [www.rta.qld.gov.au/Forms-and-publications/Forms/Online-bond-lodgement](http://www.rta.qld.gov.au/Forms-and-publications/Forms/Online-bond-lodgement)

You will need:

- Your QGov login details (create a QGov account)
- Your rental property address
- Names and unique email addresses for all tenants
- Your credit/debit card for payment

The lessor/agent must fill in an [Entry Condition Report- RTA Form 1a](#) and give the tenant a copy at the start of the tenancy. After moving in the tenant has 3 days to inspect the premises, add comments to the form, and return a signed copy to the lessor/agent. When moving in it is also useful for tenants to take photos of the property. For more information please view the RTA video on how to complete the Entry Condition Report at:  
<https://www.youtube.com/watch?v=VSLAGs4Mo4w>.

The lessor or agent must give the tenant a copy of the RTA information booklet [Pocket Guide for Tenants - RTA Form 17a](#). RTA booklets are also available for rooming residents or moveable dwelling tenants.

Other documents that may be required: In rooming accommodation the resident must be given a copy of the House Rules. In a moveable dwelling park the tenant must be given a copy of the Park Rules. In a set of units the tenant must be provided with the copy of the body corporate by laws if they apply.





## 1.1.8 Money at the start of a tenancy agreement

A prospective tenant cannot be required to pay any money at start of a tenancy (except for a key and/or holding deposit) until they are given a copy of the proposed tenancy agreement.

Once parties enter into a tenancy agreement prospective tenants can be asked to pay rent in advance and a rental bond. Tenants cannot be asked to pay more than 2 weeks rent in advance for a periodic agreement, or one month rent in advance for a fixed term agreement.

In general tenancies the maximum bond is equal to 4 weeks rent. However, if the weekly rent is over \$700 there is no maximum bond amount.

TQ encourages DFV service providers to develop formal connections/relationships with their local [Rent Connect](#) service and local [Housing Service Centres](#) as housing staff can assist tenants to apply for a bond loan or rental grant as described above.

The tenant can also lodge your bond online with the RTA's online bond lodgement. Go to [www.rta.qld.gov.au/Forms-and-publications/Forms/Online-bond-lodgement](http://www.rta.qld.gov.au/Forms-and-publications/Forms/Online-bond-lodgement)

You will need:

- Your QGov login details (create a QGov account)
- Your rental property address
- Names and unique email addresses for all tenants
- Your credit/debit card for payment





## 1.1.8 Money at the start of a tenancy agreement (Continued)

### Assistance with bond and rent payments

The Department of Housing provides [bond loan](#) and [rental grant](#) services to assist low income tenants meet the costs of starting a new tenancy. Eligibility guidelines apply. An [application](#) for a bond loan or rental grant must be approved prior to a tenant signing a tenancy agreement, or starting a new tenancy.

#### Bond Loans:

A Bond Loan is an interest-free loan to cover the rental bond when moving into private rental accommodation. The loan is up to a maximum of 4 weeks rent, and must be repaid. Bond Loans are available to eligible people only.

#### Rental grants:

The Department of Housing and Public Works provides Rental Grants to help people experiencing a housing crisis who are moving into private rental housing. A Rental Grant is a once-only grant of two weeks rent. It does not have to be repaid. The Rental Grant is not intended to be used for two weeks rent in advance as it can not be paid until the tenancy is established.

Call 13 74 68 for information about bond loans or rental grants or visit [www.qld.gov.au/housing](http://www.qld.gov.au/housing). [Applications](#) can be submitted online or at a local [Housing Service Center](#). If needed the Rent Connect worker at the local Housing Service Centre can assist people apply for a bond loan or rental grant.

#### Eligibility Criteria:

There are various elements to the 'eligibility criteria', for both bond loans and rental grants.

The eligibility criteria is can be accessed at <https://www.qld.gov.au/housing/renting/rent-assistance/bond-loan/bond-loan-rental-grant-guide/bond-loan-rental-grant-eligibility>.

TQ encourages DFV service providers to develop formal connections/relationships with their local Rent Connect service - local Housing Service Centre as housing staff can assist tenants to apply for a bond loan or rental grant as described above. For more information: <https://www.qld.gov.au/housing/renting/rent-assistance>.





## 1.1.9 Standard of the rental property and Condition Reports

### Entry Condition Reports

At the start of a tenancy the lessor/agent must ensure the premises are clean, in good repair and fit for the tenant to live in. Premises must also comply with all health and safety requirements, such as inclusion of working smoke alarms and electrical safety switches.

When tenants move in the lessor/agent must give the tenants a prepared [Entry Condition Report](#) to record any defects in the property and note any areas that are not clean or in good repair. Tenants must return a signed copy of the Entry condition report to the lessor/agent within 3 days of moving in. It is also a good idea to keep a copy of this document as it may be used in evidence to show the condition of the rental premises upon entry, if required at a latter date.

### Maintenance and repairs

If the tenant notes any repair or maintenance issues that need attention the tenant can give the lessor/agent a written request to do the repairs. If repairs are not done in a reasonable time tenants can give the lessor/agent a [Notice to Remedy Breach - RTA Form 11](#) giving the lessor/agent 7 days to fix the problem.

For more information see the [TQ fact sheet Repairs and Maintenance](#).

### Exit Condition Reports

When tenants move out they must leave the property clean, in the same condition as the start of the tenancy, except for reasonable fair wear and tear.

At the end of the tenancy tenants must use an [Exit Condition Report - RTA Form 14a](#) to record the condition of the premises and must give a completed copy to the lessor/agent when they return the keys. Tenants can also take photos of the property and keep copies of cleaning receipts, as evidence they have met their obligations.

The Entry condition Report, Exit Condition Report, and other evidence, such as photos and cleaning receipts, can assist tenants to dispute unfair bond or compensation claims by the lessor/agent at the end of the tenancy.





## 1.1.10 Outgoings and service charges

The tenancy agreement should state whether or not tenants are responsible for service charges during the tenancy.

Tenants can only be held liable for water charges if this is stated in the agreement and the premises are individually metered for water supply. The lessor can recover the full cost of water use if the premises are fully water efficient and this is stated in the agreement. If premises are not water efficient the lessor must pay for a reasonable supply of water and this reasonable amount should be agreed at the start of the tenancy.

When moving in tenants will normally need to get services connected, such as gas, phone or electricity, and will be responsible for these costs. If the account is in the name of the lessor, or if the premises are not individually metered for these services, the agreement must state this. For shared services the agreement must state how the tenant share will be calculated and how the lessor will recover payment from the tenant.

The lessor/agent must not require a prospective tenant to agree to buy goods or services from the lessor, agent or a third party, as a condition of being accepted for the tenancy.



## 1.1.11 Sub-letting

When a tenant named on an agreement gives another person (a 'sub-tenant') the right to rent part, or all of the property, the tenant becomes the 'head-tenant' in relation to the sub-tenant.

A 'head-tenant' has the same responsibilities as a lessor and must provide the sub-tenant with a written tenancy agreement, provide receipts or keep a record of rent payments, and the bond must be lodged with the RTA.

Any agreement between a head-tenant and sub-tenant should be in writing. It is also a good idea to include any arrangements for sharing bills (e.g. gas, electricity or internet).

Tenants must get written consent from the lessor/agent before they can sub-let the rental property. Approval for additional occupants or sub-tenants can be noted in the special terms of the tenancy agreement.

If the tenant believes the lessor/agent has acted in an unreasonable way in refusing to sublet, the tenant may apply to the tribunal for an order authorising the tenant to make the sublet without the lessor's/agent's written consent to sublet s239.

If you are an occupant in the property but not named as a sub-tenant, you do not have responsibilities under the tenancy agreement, please refer to 1.2.2 in this toolkit for more information.





# PART 1 STAYING IN A TENANCY







## STAYING in a tenancy

The action a person can take to stay in the tenancy may depend on whether they are a **domestic associate**, **occupant**, or named on the tenancy agreement as a **tenant** or **co-tenant**.

The definition of domestic associate in the Act is the same definition as in the [Domestic and Family Violence Protection Act 2012 \(Qld\)](#) (the DFVPA).

**A domestic associate** - has a relationship with the perpetrator of domestic and family violence described as:

- a. A spousal relationship;
- b. An intimate personal relationship;
- c. A family relationship;
- d. An informal care relationship.

**An occupant** – is a person occupying the premises and not named on the Tenancy Agreement (lease agreement).

A **tenant** is a person named on the tenancy agreement and legally responsible for meeting the terms of the agreement. A co-tenant is someone named on the agreement as a tenant along with other tenants/co-tenants. All co-tenants are individually and jointly responsible for the tenancy agreement.





## 1.2.1 Injury to domestic associate (application to be recognised as a tenant) [s245](#)

A **domestic associate** of a tenant or co-tenant, may apply to the Tribunal under section 245 (Injury to a Domestic Associate) of the Act, for an order recognising the domestic associate as a tenant or co-tenant, because the ***tenant has committed an act of domestic violence*** against the domestic associate.

When deciding the application the Tribunal must take into account the following:

- whether a protection order has been applied for;
- if an application for a protection order was made, whether an order was made or is still in force; and
- if a protection order was made whether a condition of the order prohibits the tenant from entering or remaining on the premises.

If an applicant has not applied for a protection order they may be able to provide the Tribunal with other relevant evidence of domestic violence, such as a letter or affidavit from a support worker or health practitioner.

If the Tribunal makes an order they can also make any other order they consider appropriate, such as orders about the bond paid by the person's domestic associate, or orders to prevent a person being listed on a tenancy database.

For an application under this section the Tribunal must allow the lessor/agent an opportunity to be heard so the domestic associate must name the lessor on the application as a respondent, along with any other tenants or co-tenants.

### **Ouster and conditions:**

Ouster conditions as directed by the Magistrates Court are those conditions which may prohibit the perpetrator of domestic violence (the 'respondent'), from remaining at a stated premises, entering or attempting to enter a stated place and/or approaching within a stated distance of a stated premises: [ss 57 - 67 DFVPA](#).

If an Ouster condition is imposed on a respondent (perpetrator of domestic violence), the applicant (as the 'aggrieved'), may be able to apply under the Act [s 245](#) for an order recognising the applicant/aggrieved as the tenant instead of the respondent/perpetrator of domestic violence. The court must give reasons for making or not making the ouster condition: [s 64\(3\) DFVPA](#).

### **Magistrates Court and tenancy applications:**

It is also important to remember the Act also allows the Magistrates Court to hear and decide those tenancy applications ordinarily heard in QCAT: [ss 139 \(2\); 140 \(2\); 141 of the DFVPA](#) - refer to the QCAT and Magistrates Court section of this toolkit for further information. The court must ***not be open to the public*** unless the court orders otherwise: [s 141 \(3\) DFVPA](#).

***Written notice of the tenancy application***, an application to remove it to the Magistrates Court or any adjournment of the application *must be given to the lessor* by the aggrieved or respondent making the tenancy application: [s141\(5\) DFVPA](#) - please refer to the Magistrates Court section of this toolkit for further information.





## 1.2.2 Injury or damage affecting occupants (application to be recognised as a tenant)

The Act also applies to a person who is an occupant of the premises but not named as a tenant on the tenancy agreement, where a tenant or co-tenant has, or is likely to intentionally or recklessly cause:

- Serious damages to the premises; or
- Injury to the domestic associate or someone else occupying, or allowed on, the premises.

An application can be made to the Tribunal under [section 246](#) of the Act (Injury or damage affecting occupants) to seek an order the occupant be named as a tenant or co-tenant, instead of the tenant or co-tenant who has perpetrated the violence.

For an application under this section, the Tribunal must give the lessor/agent an opportunity to be heard so the occupant must name the lessor or agent as a respondent on the application, in addition to any other tenants or co-tenants [s246\(6\)](#).

### QUICK TIPS: Applying to QCAT to stay in the tenancy

The definition of domestic associate is in [s245\(9\)](#) in the Act and this is the same as the definition set out in the [Domestic and Family Violence Protection Act 2012 \(Qld\)](#).

To apply to QCAT for an urgent hearing applicants need to fill in a [QCAT Form 2 – Application for Minor Civil Dispute – Residential Tenancies](#).

Under [s245](#) a domestic associate may apply to be recognised as the tenant (or co-tenant) instead of a tenant who has committed an act of domestic violence. The applicant may also seek an order to prevent being listed on a tenancy database.

Under [s246](#) an occupant may apply to be recognised as a tenant (or co-tenant) instead of a tenant who has committed damage to premises or injury to the applicant or other occupant.

The Tribunal must give the lessor/agent an opportunity to be heard ss245(8). s246(6) The applicant must name the lessor/agent and any other tenants or co-tenants as respondent/s on the QCAT application.





## 1.2.3 Locks and keys and tenant security

A tenant may change the locks without getting the agreement of the lessor/agent if it is necessary to protect themselves or another occupant from domestic family violence. [s211](#)

The tenant must engage a locksmith or other qualified tradesperson to change the lock. If there are body corporate by-laws, as in unit complexes, the lock change needs to comply with these body corporate by-laws. A tenant should have been given a copy of the body corporate by-laws that apply at the start of the tenancy.

The tenant must give a copy of the new key to the lessor/agent. However the lessor/agent must not give the key to any other person without the tenant's agreement; this includes tradespeople.

### Financial Assistance and support

A domestic associate may apply to [Victim Assist Queensland](#) for financial assistance and support services if they are a victim of violent crime, including domestic violence. The financial assistance may cover the costs associated with recovery from domestic violence and may be available for additional safety upgrades to the rental property including other security costs for the rental premises.





## 1.2.4 Installing security features and safety upgrades

If a tenant needs to add security features to the rental premises the first step is to seek the consent of the lessor/agent as per [s207](#). Some domestic and family violence support services can provide home security support through their Home Security Safety Upgrades (HSSU) service. Following an assessment of risk and consideration of the client's circumstances, a service may arrange for physical security enhancements to their home such as changing locks, installing door and window locks, installing screens and sensor lights.

Additional safety and security technologies to support women to remain safely in their home is also available through the [Keeping Women Safe in their Home \(KWSITH\)](#) initiative being trialled in Cairns, Ipswich, Rockhampton and Caboolture through the specialist domestic and family violence support services.

The various technologies available through KWSITH include:

- Personal duress alarms with 24x7 monitoring through an external security service;
- CCTV home security cameras linked to devices to record data;
- Victim-focused smartphone technology applications;
- Training and support to raise awareness about technology-facilitated abuse among trial participants; and
- Electronic sweeps, scans and debugging of victims' homes and belongings for surveillance technology.

To find out more about HSSU or KWSITH contact your [local domestic and family violence support service](#).

These specialist domestic and family violence services are available from various funded service providers. Contact the service provider or [DV Connect](#) for further information. Additional assistance may be sought through the [Keeping Women Safe in their Home](#) (KWSITH) programme to help improve the safety of women and their children escaping domestic violence.

### QUICK TIPS: Changing locks or adding security features

The lessor/agent must ensure the premises are reasonably secure and locks, keys and security devices are maintained in working order ([s210](#)).

A tenant may change the locks before getting the agreement of the lessor or agent, if they believe it's necessary to protect themselves or an occupant from domestic violence [s211](#).

A tenant must seek the lessor's written consent to install security upgrades features to the rental property ([s207](#)).

Any agreement to install security features should be put in writing.

If the lessor fails to agree to install security, the tenant may lodge a [Dispute Resolution Request - Form 16](#) with the RTA to seek conciliation of the dispute.

If the dispute is not resolved the tenant may apply to QCAT seeking an order about installing security.





## 1.2.5 Damage to the rental property

General obligation of a tenant state that the tenant must not maliciously damage, or allow someone else to maliciously damage the rental premises. If premises are damaged due to domestic and family violence, the tenant who experienced violence is not responsible to compensate the lessor for damage to the premises [s188](#).

It helps to have evidence to show that damage was caused by domestic family violence. Suggestions for evidence include:

- police report numbers
- Domestic Violence Orders
- witness statements
- photographs

And to confirm this in writing to the lessor/agent. See sample letter [DFV Damage](#).



## 1.2.6 Paying the rent

All tenants or co-tenants named on the tenancy agreement are responsible for ensuring that rent is paid on time, and in accordance with the tenancy agreement.

The tenancy agreement will state how much rent must be paid, and how and when rent is to be paid. The way rent is paid can only be changed during the agreement if all parties agree in writing.





## 1.2.7 Failure to pay rent

If a tenant fails to pay the rent this is a 'breach' of the tenancy agreement and is a serious matter.

If a tenant is late in paying the rent there is a process the lessor/agent must follow to resolve the rent arrears.

The timeframes that apply to rent arrears matters will depend on the type of tenancy as outlined in the table below.

### Termination notice periods

Type of tenancy	How many days late?	Notice to Remedy Breach for Rent Arrears	Notice to Leave (With Grounds) for Rent Arrears
General tenancy	If rent is 7 days late	Notice to Remedy Breach for rent arrears  7 days to pay	7 days notice to move out
Moveable dwelling (MD) Long tenancy	If rent is 7 days late	Notice to Remedy Breach for rent arrears  5 days to pay	2 days notice to move out
MD Short tenancy	The day rent is due	No notice needed	2 days notice to move out
Rooming accommodation if there longer than 28 days	If rent is 2 days late	Notice to Remedy Breach for rent arrears  4 days to pay	4 days notice to move out
Rooming accommodation if there less than 28 days.	The day rent is due	Notice to Remedy Breach for rent arrears  2 days to pay	Immediate notice to move out

If a tenant is aware they will have problems paying the rent it is advisable they advise the lessor/ agent of the financial difficulty as soon as is practicable and seek a written agreement laying out the specific repayment of rent arrears.





## 1.2.8 Termination for rent arrears in general tenancies

If a tenant fails to remedy a breach by the due date on a Notice to Remedy Breach the lessor can give them a Notice to Leave “with grounds”. If a tenant disputes the Notice to Leave, or fails to leave as requested, the lessor/agent cannot self-evict the tenant but must apply to QCAT for an urgent hearing to seek a Termination order and a Warrant of Possession to remove the tenant from the rental premises. This application must be lodged with QCAT within 14 days of the handover day on the Notice to Leave. In rooming accommodation however, the provider does not need to apply to QCAT to remove a resident.

If the lessor/agent applies to QCAT for a Termination order for tenant failure to leave for an unremedied breach of the agreement, the Tribunal may consider a number of issues including:

- have the correct notices been issued; and
- is the breach serious enough to justify ending the tenancy?

If a tenant disputes the Notice to Leave it is important they attend the QCAT hearing to put forward their evidence. A tenant can ask QCAT to dismiss the lessor’s application to terminate the tenancy if the lessor/agent has failed to issue the correct notices, if the tenant has evidence the breach is not serious enough to justify ending the tenancy, or the breach has been remedied and the rent has been paid.

If the Tribunal does agree to make a termination order, it will also issue a [Warrant of Possession \(WoP\)](#), will be sent to the local Queensland Police Service (QPS) for enforcement. This WoP is valid and therefore enforceable for 14 days. The police will give the tenants prior notice of the date and time they will attend the premises to enforce the WoP. The role of the police is to ensure the tenants leave peaceably and the lessor/agent can change the locks and recover possession of the rental property.

If a tenant is in rent arrears and the lessor/agent applies to QCAT and obtains a WoP it is advisable for the tenant or occupant to immediately plan to remove all personal goods from the premises. Other tasks include leaving the rental property clean and returning the keys to the lessor/agent this will minimise any potential compensation or bond claims by the lessor/agent.







## 1.2.9 Resolving disputes about rent arrears

A tenant who is in rent arrears may receive a Notice to Remedy Breach, or Notice to Leave for rent arrears, it is important to talk to the lessor/agent to see if the parties can reach an agreement to continue the tenancy and enter into a rent repayment plan. Tenants need to show they are willing and able to pay the weekly rent and can catch-up any rent arrears. Any rent repayment plan should be put in writing.

The lessor/agent should act reasonably to negotiate a rent payment plan. However, if the lessor/agent refuses to accept a reasonable proposal, the tenant can still write to the lessor/agent to dispute any notices and can attend the QCAT hearing to put forward their reasons why the tenancy should continue.

At the Tribunal hearing the tenant can show their evidence and ask that the tenancy not be terminated, because they have paid the rent they owe, or can pay off the rent arrears within an acceptable timeframe. The tenant can also provide other relevant evidence regarding their circumstances: for example if the rent arrears arose due to domestic violence affecting their tenancy or financial capacity.

### QUICK TIPS: Resolving disputes about breach of agreements

If the lessor or agent claims the tenant has breached the agreement they can give the tenants a [Notice to Remedy Breach - RTA Form 11](#) that asks the tenant to remedy the breach (fix the problem) by the due date.

If tenants have breached the agreement, it is important to remedy the breach or talk to the lessor/agent to make an agreement to resolve the dispute. Put any agreement in writing.

If the tenant does not remedy the breach by the due date on the notice the lessor/agent can give the tenants a [Notice to Leave - RTA Form 12](#). This notice may be issued "with grounds" because the tenant has failed to remedy a breach of the agreement.

If the tenant disputes a Notice to Remedy Breach, or a Notice to Leave, they can use a [Dispute Resolution Request - RTA Form 16](#) to apply to the RTA Dispute Resolution Service for assistance to mediate the dispute.

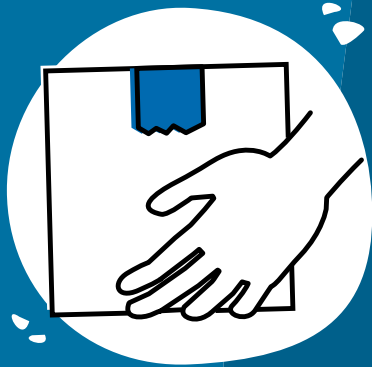
If parties cannot reach an agreement to solve the dispute the RTA will issue a Notice of Unresolved Dispute.

If the RTA Dispute Resolution Service sends the tenant a Notice of Unresolved Dispute Notice ('NURD') the tenant may apply to QCAT for a hearing.

To apply to QCAT the tenant will need to fill in a [QCAT Form 2 – Minor Civil Dispute – Residential Tenancy Dispute](#) for a non-urgent hearing under [s426](#) Disputes about lessor's notices.

If the lessor issues a Notice to Leave and the tenant fails to leave the lessor/agent can apply to QCAT for an urgent hearing to terminate the tenancy. If this happens QCAT will send the tenants a notice of this hearing. It is important tenants attend this QCAT hearing to present their evidence and say why they do not think the tenancy should be terminated.





# PART 1 LEAVING A TENANCY





## 1.3.1 Notice Ending Tenancy

A tenant has a right to leave if they believe that they can no longer safely continue to occupy the premises because of the domestic violence. [s308A](#)

A tenant can give a [Notice Ending Tenancy Form 20](#) with 7 days notice and provide documents as evidence of domestic violence. [s308B](#)

A tenant is liable for rent until the end of the 7 day notice period however they can leave before the notice expires. [s308D](#) & [s308E](#)

When a tenant gives a Notice Ending Tenancy and ends their interest in the tenancy, they are not liable for [s308G](#)

- break lease costs
- costs relating to goods left on the premises
- reletting fees

A tenant is not responsible for damage to the premises caused by domestic violence. See section on damage.





## 1.3.2 Supporting evidence of domestic violence s25A Regulations

Supporting evidence of domestic violence means any of the following:

- a protection order
- a temporary protection order
- a police protection notice
- an interstate order
- an injunction under the *Family Law Act 1975* (Cwlth)
- a Domestic and family violence report form signed by an authorised person in any of the following occupations
  - ◊ a health practitioner meaning a person registered under the Health Practitioner Regulation National Law, not a student, including a person from
    - ◊ – an Aboriginal and Torres Strait Islander health practice
    - ◊ – medical
    - ◊ – midwifery
    - ◊ – nursing
    - ◊ – occupational therapy
    - ◊ – psychology
  - ◊ a person who is eligible for membership of the Australian Association of Social Workers
  - ◊ a refuge or crisis worker
  - ◊ a domestic and family violence support worker or case manager
  - ◊ an Aboriginal and Torres Strait Islander medical service
  - ◊ a solicitor





### 1.3.3 Confidentiality [s308I](#)

The lessor, their agent or an employee must not disclose the evidence to anyone except in the following circumstances

- between the lessor and their agent
- between the agent and the lessor
- between an employee and the lessor or agent
- to obtain legal advice from a lawyer
- for a tribunal or court hearing
- as required by law

There are penalties for breaching the tenant's confidentiality.

Guidelines for lessors and agents are included on page 3 of the Notice Ending Tenancy Form 20 (NET)



### 1.3.4 Lessor/agent actions

The lessor agent cannot dispute that a tenant is experiencing domestic violence however they can question whether the supporting evidence listed 1.3.2 meets requirements. The lessor/agent may apply to the tribunal to seek an order to have the NET set aside because they believe the evidence is not sufficient. They can apply within 7 days of receiving the NET and must inform the tenant that they are proposing to apply to the tribunal. [s308C](#)

The Queensland Civil and Administrative Tribunal will not consider whether or not the tenant has experienced violence and will not examine whether or not the tenant believes it was not safe to continue to occupy the premises. The tribunal will look at the evidence provided with the NET. [s308H](#)

It is important that a tenant experiencing domestic violence provides evidence as listed in 1.3.2.





### 1.3.5 Sole tenant s308D

Where a sole tenant gives a Notice Ending Tenancy, they are responsible

- for rent until the end of the 7-day notice period, however they can leave before the notice expires.
- to fulfill their obligations to leave the premises and inclusions clean, in the same condition as at the start of the tenancy

They are not responsible for damage caused by domestic violence and can apply for a bond refund. [See section 1.3.7](#)



### 1.3.6 Co-tenancy s308E

A co-tenancy is where more than one person signs the lease and means that all tenants on the lease (either together or as individuals) are responsible for paying the rent and looking after the premises.

When there is domestic violence, the person experiencing violence can give a Notice Ending Tenancy with 7 days' notice to end their interests in the tenancy.

This applies in any co-tenancy situation. It applies where the other co-tenant is the person using violence. It also applies where the person experiencing violence is sharing with others but does not feel safe to continue to occupy the premises because of domestic violence; the person using violence may live elsewhere.

When a tenant gives a NET, they are responsible for paying their share of the rent until the end of the 7 day notice period. Where the co-tenant is the person using violence, the person leaving is not responsible for cleaning. Where the co-tenant/s are **not** the person using violence, the person leaving is responsible for cleaning their room or making an arrangement with remaining co-tenants about cleaning.

They can apply for a bond refund for the amount of bond held in their name by the RTA. See section on bond refunds.

The tenancy will continue for the remaining co-tenant/s.

[The lessor/agent will send a Continuing interest notice](#) informing remaining tenant/s that the vacating tenant's interest in the agreement has ended. They can give this notice 7 – 14 days after the Notice Ending Tenancy ends. This notice informs remaining tenant/s if they are required to top up the bond.

The remaining tenant/s must top up the bond within 1 month's of receiving the notice. [s308F](#)





## 1.3.7 Bond Refunds

A rental bond is money a lessor/agent can ask tenants to pay at the beginning of the tenancy as financial security for the tenancy.

In Queensland, all bonds must be lodged with the RTA during the tenancy. The RTA will hold and manage the bond and administer the refund of the bond at the end of the tenancy. Where a tenant is unsure if bond is lodged in their name or do not have the Rental bond number, they can contact the RTA and provide identifying information such as their name, date of birth, address of the rental premises. It can be helpful to flag with the RTA that there is a domestic violence situation, they will adhere to protocols and take extra care if anyone else is seeking information about the tenancy.

Where a tenant has given a NET, they can apply for a bond refund using RTA Bond refund for persons experiencing domestic and family violence (Form 4a). The tenant can download this form from the RTA website and send it to the email address on the Form 4a, at the end of the 7 day notice period. It is strongly advisable to use Form 4a and not use the Online Bond Refund process. The RTA will send a notice of claim to the lessor/agent, the bond will be fast tracked and paid to the tenant where the lessor/agent agrees.

The RTA will not notify remaining tenant/s about the bond refund.

If there's rent owing or the tenant is responsible for cleaning, the RTA can assist to make an agreement about how the bond will be paid out.

If the dispute is not resolved with RTA conciliation, the party who is disputing the claim can make an application to the tribunal about the bond.

The tribunal's order cannot penalise a tenant for damage caused by domestic violence experienced by the tenant [s136D](#)

Where the tenant ended their interest in the tenancy due to domestic violence, they are not required to provide their new address to the lessor/agent. [s205](#)





## 1.3.8 Damage

A tenant who experienced violence is not responsible for damages. They are not required to repair damages or to compensate the lessor for damage.

Good evidence that damage is caused by domestic violence such as:-

- Police report
- Police applications for Domestic Violence Order
- Willful Damage charge
- Domestic Violence Order
- Witness statement
- Lessor/Agents routine inspection reports

See standard letter in the Appendix.

Tenants who experience violence are not required to notify the lessor/agent about damage caused by domestic violence. [s217](#)

Each person will have the option to make their own choice about how they deal with damage.



## 1.3.9 Application by co-tenant for termination for 'damage or injury' [s312](#)

A person who is a co-tenant may apply to QCAT to end the agreement because another co-tenant has 'intentionally or recklessly caused, or is likely to intentionally or recklessly cause:

- Serious damage to the premises; or,
- Injury to the applicant or someone else occupying or allowed on the premises'.

When applying to QCAT for termination for damage and injury the applicant will need to provide a statement and evidence regarding serious damage to the premises or injury or threat of injury to the applicant or someone else.

The applicant will need to name both the lessor/agent and any other co-tenants as 'Respondents' to the application.

This approach is useful when the person experiencing violence wants to end the whole tenancy agreement.







### 1.3.10 Application by tenant's 'domestic associate' for termination for 'damage or injury' s321

If a **person occupying** the rental premises is a **domestic associate** of the tenant, but not named as a tenant or sub-tenant on the tenancy agreement, they are not legally responsible for the tenancy agreement and can move out at any time.

If the **person is a domestic associate** of the tenant, and the tenant has committed damage or injury, or committed an act of domestic violence against the domestic associate, the domestic associate may apply to QCAT for an urgent hearing to terminate the tenancy of the tenant.



### 1.3.11 Application by occupant for termination for 'damage or injury' s322

If a person is an **occupant** in the rental premises, but not named as a tenant or sub-tenant on the tenancy agreement, they are not legally responsible for the tenancy agreement and can move out at any time.

An **occupant** may apply to QCAT to terminate the tenancy, if the tenant has committed serious damage to the premises, or injury to the applicant or someone else occupying or allowed on the premises. On the QCAT application the applicant will need to name both the lessor/agent and the tenant or other co-tenants as respondents.





## 1.3.12 Application for interim order about damage or injury (s323)

If an **occupant**, or **domestic associate**, has applied to QCAT for a termination order under [s321 or s322 of the Act](#), and the applicant believes on reasonable grounds the tenant is likely to cause further damage or injury for which a termination order could be sought, the applicant may apply to QCAT under [s323](#) for an interim order to restrain the tenant from causing further damage or injury.

### QUICK TIPS: Applying to QCAT to terminate a tenancy due to damage or injury

A tenant, co-tenant, occupant or domestic associate may apply to QCAT for an urgent hearing to terminate the tenancy due damage or injury by the tenant or co-tenant.

To apply tenants need to fill in a [QCAT Form 2 Application for Minor Civil Dispute – Residential Tenancy](#) matter, attach evidence, and lodge required copies of this application at the QCAT central registry in Brisbane or the local Magistrates Court that is closest to the rental premises.

This application will need to name both the lessor/agent and the tenant or other co-tenants as respondents.

The Applicant will need to attach evidence regarding the damage or injury. This may include documents, photos, phone messages, police reports, copies of protection orders or letters from health practitioners or support workers.

The Applicant may apply to QCAT under one of the following sections:

A **co-tenant** may apply to terminate a tenancy due to 'damage or injury' under [s312](#).

A **domestic associate** may apply to terminate a tenancy due to 'damage or injury' under [s321](#).

An **occupant** may apply to terminate the tenancy due to 'damage or injury' under [s322](#).

If a domestic associate, or an occupant, applies to QCAT for a termination order under ss 321 or 322 of the Act at the same time they can also apply for an [Interim Order under s323](#) to restrain the tenant from committing further acts of domestic violence.





## 1.3.13 Exit Condition Report

At the end of the tenancy, the tenant must obtain an [RTA Exit Condition Report – Form 14a](#) to record the condition of the premises. The tenant must provide a signed copy to the lessor or agent when they return the keys and move out. Once the lessor/agent receives a copy of the Exit report they have three (3) business days to inspect the premises, add their comments, and return a signed copy to the tenant.

Tenants must leave the rental premises clean and undamaged, and as far as possible in the same condition as the start of the tenancy, except for reasonable fair wear and tear.

The Entry Condition Report and Exit Condition Report record the condition of the premises at the beginning and the end of the tenancy. Tenants can also take photos when moving in or moving out of rental premises.

If tenants have a dispute with the lessor/agent over the refund of their bond money these documents, along with receipts for carpet cleaning or lawn mowing, can provide important evidence.





## 1.3.14 Moving out tips

At the end of the tenancy the tenant must:

- Leave the premises clean, similar to the start of the tenancy;
- Leave the premises, as far as possible, in the same condition they were in at the start of the tenancy except for 'fair, wear and tear';
- Fill in an Exit Condition Report to record the condition of the property when moving out. It is useful to take photos and keep copies of cleaning receipts. This evidence shows the tenants have met their obligations. This document can be used in evidence as part of a dispute over the bond refund at a later date;
- Return all keys to the lessor/agent and give them a copy of the completed Exit Condition Report. The lessor/agent has 3 business days to inspect the premises, add comments to the Exit Condition Report, and return a copy to the tenant at the tenants forwarding address noted on the form;
- After moving out tenants can apply for a bond refund using Form 4a. If there is a dispute over the bond refund the RTA will hold the bond until the dispute is resolved, or QCAT makes an order about the bond refund.
- It is important to notify the RTA with current contact details to ensure you are kept informed about your bond refund.
- Tenants are not responsible for the cost of general maintenance or reasonable wear and tear over time (such as faded curtains, worn carpet, or scuff marks on floors)
- Tenants who have experienced violence are not responsible for repairs and damage caused by DV. It is helpful to have evidence such as police report to verify that the damage relates to DV
- Tenants who have experienced violence are not responsible for costs relating to goods left on the premises





## 1.3.15 Tenancy Database listings

In Queensland, many real estate agents and some private lessors are members of tenancy database companies. The main tenancy database company that operates in Queensland is called TICA.

Agents and lessor use tenancy database to check references of prospective tenants and may list a tenant on a tenancy database if the tenant breaches the agreement and there is a lawful reason to list the tenant at the end of the tenancy.

Tenancy laws set out guidelines that lessors and agent must follow when they use a tenancy database. The Act also sets out steps tenants can take if they are listed on a tenancy database for unlawful or unjust reasons and want to dispute the listing in QCAT.

When applying for a rental property agents and lessors must advise applicants of any databases they use and get consent from the applicant to check their references on the database.

If the reference check shows the applicant is listed on a tenancy database they must advise the applicant of this and within 7 days provide written information about who listed the applicant, when they were listed and what database they are listed on.

The maximum length of listing is 3 years. After 3 years the database company must automatically remove the listing.

### Rules about listing tenants on a tenancy database

- only people named on the tenancy agreement as tenants may be listed;
- can only be listed after the tenancy has ended;
- can only be listed by for a lawful reason set out in the Act;
- tenants must be informed about proposed listings and given 14 days to object;
- tenants may dispute proposed or existing listings;
- tenants may apply to QCAT to seek removal of listings that do not comply with the Act or are unjust;
- tenants must not be listed for more than 3 years (after 3 years database listings should automatically be removed); and
- When applying for a rental property the lessor/agent must notify the tenant if the agent becomes aware the applicant is listed on a tenancy database.

Some approved reasons for a listing include:

- The tenant owes money over the bond amount;
- There is a QCAT order (or RTA agreement) as evidence of the outstanding debt;
- The tenant has abandoned the premises and there is a QCAT order for an outstanding debt above bond amount;
- During the tenant's stay they were given a breach notice for rent arrears and the tenant failed to remedy the breach prior to ending the tenancy (rent arrears would have to be more than the bond amount);
- QCAT made an order to terminate the tenancy due to objectionable behaviour by the tenant or tenants repeated breach of the tenancy agreement.





## 1.3.16 Disputing a tenancy database listing

If a tenant wants to dispute a listing and have their name removed from a tenancy database, the tenant can take the following steps:

- Tenants can write to the agent and the database operator to dispute the listing and request removal in 14 days;
- Tenants can also apply to QCAT for an urgent hearing to seek an order the listing be removed;
- To apply to QCAT tenants need to fill in a [QCAT Form 2](#);
- Name both the listing agent and database operator as respondents;
- Attach evidence of the listing, or proposed listing;
- State why the listing is unlawful, incorrect, ambiguous, unjust, or out-of-date, and should be removed; and
- Request a QCAT order that the listing agent and database operator immediately remove the listing.

When disputing a tenancy database listing it is a good idea to get a copy of the listing from the lessor/agent or tenancy database operator. If the tenant makes a written request for a copy of their listing they must be sent a copy within 14 days. The listing agent or database operator may charge a “reasonable” access fee.

To dispute a tenancy database listing

1. Put your request in writing – write to the agent and database operator to dispute the listing and request removal in 14 days. Attach evidence to show the listing is in breach of listing rules;

or

2. Apply to QCAT – [Form 2 Application for Minor Civil Dispute](#) to apply for an urgent hearing and seek an order that the respondents take steps to remove the database listing.

Tenants can apply to QCAT for an urgent hearing to dispute a tenancy database listing under the following sections:

- Under [s460](#)
  - tenants may dispute a listing that is in breach of the listing rules.
- Under [s461](#)
  - tenants may dispute a listing if the listing of their personal information is unjust in the circumstances and is causing them severe hardship.
- Under [s462](#)
  - tenants may also apply to QCAT to dispute a proposed database listing.



### **QUICK TIPS: Reasons tenants can be listed on a tenancy database and how to dispute an unfair listing**

Lessors and agents can only list a tenant after a tenancy has ended and only if there is a lawful reason for the listing [s459](#).

Only tenants named on the tenancy agreement can be listed.

Tenants can only be listed on a database if they left a tenancy and owe money over the bond amount. Tenants can also be listed if QCAT terminated the tenancy due to tenant objectionable behaviour or repeated breach of the agreement.

Lessors or agents must notify tenants if they propose to list them on a database and must allow 14 days to dispute the listing. Tenants can apply to QCAT under [s462](#) to dispute a proposed listing.

If a listing is unlawful, out of date, incorrect or unjust, tenants can write to both the listing agent and the database operator to state this and request the listing be removed or amended within 14 days.

Tenants can apply to QCAT for an urgent hearing to dispute unlawful or unjust tenancy database listings.

All applications to QCAT to dispute a tenancy database listing are Urgent QCAT applications—under [s460](#).

A tenant can seek removal of a database listing if there is no lawful reason for the listing, or the listing agent cannot provide evidence to justify the listing.

- under [s461](#) tenants can seek removal of listings that are unjust in the circumstances and where the applicant is now facing hardship. Unjust circumstances may include debts that occurred in relation to domestic violence, where a tenant had to leave or another party damaged the premises. Hardship includes being homeless or at risk of homelessness due to the listing.

To apply to QCAT for a hearing tenants can fill in the [QCAT Form 2 application](#). Tenants need to:

- Obtain a copy of the listing (obtain a copy from the listing agent or database operator);
- Attach evidence of the listing, or proposed listing;
- Name both the listing agent and database operator as respondents;
- State why the listing is unlawful, incorrect, ambiguous, unjust, or out-of-date, and should be removed;
  - If a debt has been paid provide evidence of this, or state reasons why the listing is unjust; and
- Request a QCAT order that the respondents (both the listing agent and database operator) take steps to immediately remove the listing.

See the [TQ Tenancy Databases fact sheet](#) for more information





## 1.3.17 Abandoning a tenancy

If a tenant does not end their tenancy according to the Act, and moves out and abandons the tenancy, the lessor can take steps to terminate the tenancy due to abandonment. The lessor or agent can issue a 7-day abandonment notice, or may apply to QCAT for an abandonment order. [s355](#)

A tenant can dispute an abandonment notice, or abandonment order, but must act quickly and apply to QCAT as time limits apply.

It may be difficult to ascertain whether, a tenant has abandoned a tenancy. Under the Act evidence to suggest a person has abandoned a tenancy may include:

- Failure by the tenant to pay rent;
- Presence of uncollected mail, newspapers or other material;
- Reports from neighbours;
- Absence of household goods at the rental property;
- Disconnection of services to the rental property; and/or
- Failure of the tenant to respond to entry notices.

If a lessor or agent believes the property has been abandoned they can take steps to terminate the tenancy in one of the following ways;

- They can send the tenant an [Abandonment Termination Notice – RTA Form 15](#). If the tenant does not respond to the notice within 7 days and apply to QCAT to dispute the Abandonment termination notice, the tenancy is deemed to be terminated.
- Alternatively, the lessor/agent can apply to QCAT for an urgent Abandonment termination order. At the hearing, QCAT can declare the tenancy was abandoned on a particular date.







## 1.3.18 Disputes about abandonment

If a tenant disputes an Abandonment Notice, or wants to seek a review of a QCAT abandonment termination order, they may apply to QCAT for an urgent hearing, but must do so within 28 days of the abandonment notice being issued, or the QCAT order being made.

Tenants can apply to QCAT under [s356](#), for an urgent hearing to dispute an abandonment termination notice. If the tenant applies within 7 days of the notice being issued QCAT has the option to set aside the notice and reinstate the tenancy. If the tenant applies to QCAT within 28 days of the notice being issued QCAT can make an order for compensation if the tenancy has been unfairly terminated.

If the lessor/agent has obtained an abandonment order from QCAT, a tenant may apply to QCAT under [s361](#)

to seek a review of this decision. The tenant must apply within 28 days of the original decision. QCAT can then re-hear this matter and review their decision. If the tenancy has been terminated unfairly QCAT may also make an order that the lessor/agent pay compensation to the tenant for their loss or expense.

### **QUICK TIPS: Disputing an abandonment termination notice or QCAT abandonment order**

If a lessor or agent has reasonable grounds to believe that the tenancy has been abandoned they can take steps to terminate the tenancy due to abandonment:

- Giving the tenant a 7 day [Abandonment Termination Notice -RTA Form 15](#). If the tenant does not apply to QCAT to dispute the termination notice the tenancy is deemed to be terminated after 7 days; or

- Applying to QCAT under [s357](#) for an urgent hearing to request an Abandonment termination order declaring the tenancy was abandoned on a particular date.

A tenant may dispute an abandonment notice by applying to QCAT within 28 days after the notice is given under [s356](#).

A tenant may dispute an order about abandonment by applying to QCAT within 28 days after the decision is made in QCAT under [s361](#).

If QCAT determines the premises was not abandoned it may award compensation to the tenant for any loss incurred to the tenant because of the termination.

If a tenant abandons the premises, a person who is occupying the premises can apply to QCAT to be recognised as the tenant, or be joined as a party to a QCAT matter to dispute an abandonment notice or QCAT order.





## 1.3.19 Goods and documents left behind after a tenancy ends

If a tenancy ends and a tenant or occupant leaves goods or documents behind in the premises, the lessor/agent must deal with the goods according to [s363](#) and personal documents according to [s364](#) of the Act. Tenants who have experienced violence are not responsible for costs relating to goods left on the premises [s308G](#)

The lessor/agent is not permitted to take or dispose of the tenant's possessions as payment for rent or money owed. This is a breach of [s95](#) of the Act and is a serious offence. If this breach does occur, the tenant may make a formal complaint to the [RTA investigations unit](#) who can investigate and prosecute parties who fail to comply with the Act.

After the tenancy ends, if a tenant, or other interested person, is dissatisfied with the way the lessor or agent has dealt with their goods or documents, the person may apply to QCAT for an urgent hearing under [s365](#) Application about goods left on premises.

In QCAT the applicant may seek an order requiring the return of their goods, or compensation for the loss or unlawful disposal of their goods. The applicant would need evidence of their ownership of goods left in the premises and evidence of steps they took to contact the lessor/agent in writing to seek the return of their goods.





## 1.3.20 Lessor obligations when dealing with goods left on premises [s363](#)

When a tenancy agreement ends, if a tenant or occupant leaves goods in the premises, the lessor or agent must safely store these goods for at least one month ([s28 Regs](#)). The lessor's obligation to store tenant goods applies if the value of the goods is over \$1,500 ([s26 Regs](#)) and it is safe to store the goods. The Act does not provide any guidance about how to determine the value of goods.

Personal documents, which include passports, birth certificates, photographs and money, must be given to the tenant or the Public Trustee within seven days from the date the tenancy agreement was ended, or the documents were found. [s364](#)

During the one month-storage period, if the owner of the goods makes a written request for the return of their goods, the lessor or agent must return the goods.

A lessor/agent is not required to store goods if:

- The total market value of the goods is less than \$1500;
- Storage of the goods would be unhealthy or unsafe;
- Storage of the goods would cause their market value to be completely or substantially reduced; and/or
- The cost of removing, storing and selling the goods would be greater than the amount raised in the sale of the goods. If the goods do not fall into one of the above categories, the lessor/agent must store the goods for one month; and If the goods are a moveable dwelling (caravan) it must be stored for three months.

If the lessor/agent is required to store the goods, and the former tenant or occupant fails to reclaim their goods, the lessor or agent may dispose of the goods at the end of the one month storage period.

A tenant who has ended the tenancy due to domestic violence, is not liable for costs relating to goods left at the premises. [s308G](#)

At the end of the storage period the lessor or agent may sell or dispose of the tenant's goods:

- by auction unless the Tribunal orders their disposal by another method;
- the lessor/agent may apply to the Tribunal for an order about disposal of the goods.





## 1.3.21 Seeking the return of goods left on premises after a tenancy ends

When moving out if a tenant is unable to remove all their goods, it is useful to take photos and make a list of goods left in the premises and to talk to the lessor or agent as soon as possible to make an arrangement about collecting and moving goods. Confirm any agreement in writing.

The lessor/agent must not withhold goods or refuse to return goods.

Where the former tenant, or the person who owns of the goods wants to reclaim their goods, they can:

- Put the request for return of goods in writing;
- Attach a list of the goods; and
- Provide contact details and propose an arrangement to collect the goods.

It's advisable to do this as soon as possible ASAP

If there is a dispute over the return of the goods, the former tenant or interested person may apply to QCAT for an urgent hearing under [s365](#) application about goods left on premises. At the hearing QCAT can make an order for the return of the goods, or can make an order for compensation, if there is evidence the lessor or agent damaged goods or unlawfully disposed of goods.

A tenant who has ended the tenancy due to domestic violence, is not liable for costs relating to goods left at the premises [s308G](#).

### **QUICK TIPS: Goods left in the premises when a tenancy ends**

If goods are left on the rental premises after a tenancy has ended the lessor must deal with goods according to [s363](#) in the Act.

The lessor or agent must store the goods for at least one month, as long as the goods are non-perishable and valued at over \$1500.

During the one-month storage period, if the former tenant, or owner of the goods, writes to the lessor/agent to seek the return of their goods, the lessor or agent must return these goods as requested.

A tenant who has ended the tenancy due to domestic violence, is not liable for costs relating to goods left at the premises [s308G](#)

If tenants or occupants are unable to remove their goods at the end of the tenancy it is useful to take photos and make a list of items. Talk to the lessor or agent to arrange to collect these goods.





## 1.3.21 Seeking the return of goods left on premises after a tenancy ends (continued)

### **QUICK TIPS: Goods left in the premises when a tenancy ends (continued)**

If a former tenant or occupant is dissatisfied with the way a lessor or agent has dealt with their goods they can apply to QCAT for an urgent hearing under [s365](#) to seek an order about goods left on premises.

In QCAT the applicant can seek an order for the return of their goods, or seek compensation if the goods have been damaged or disposed of unlawfully.

The Tribunal may make orders for compensation or other orders.

It is a serious offence for the lessor or agent to unlawfully dispose of goods or refuse to return goods. The tenant can make a complaint to the [RTA Legal Investigation Unit](#) if this happens and the lessor or agent may face investigation and a fine.





## 1.3.22 Dealing with debt collectors

Lessors may obtain Landlords Insurance, which may cover them for loss of rental income and loss or damage to their building and contents.

If the lessor makes a claim against their insurance policy, a debt collection agency may contact the tenant they believe is responsible for the costs, seeking payment of the outstanding tenancy debt.

A debt collector may contact a tenant to:

- Provide information about their account owing;
- Demand payment from a tenant and explain the consequences of non-payment; and
- Offer to settle the account, make alternative payment arrangements, or review existing arrangements.

If a tenant has not responded to a debt collector's letter demanding payment or has not kept to an agreed repayment plan, a debt collector may make contact with the tenant. A tenant should seek legal advice if the tenant received a notice of a court or tribunal hearing.

Debt collectors may contact a tenant by phone, letter, email, and social media or by visiting a tenant in person. Debt collectors must respect a tenant's right to privacy and by law, they are not permitted to reveal they are a debt collector or provide information about a tenant's financial situation to another person without the tenant's written consent.

There are restrictions on the times debt collectors can contact a tenant, for example, debt collectors are not permitted to contact a tenant on national public holidays.

Other restrictions on debt collectors include:

- **Phone**

Debt collectors should not call more than 3 times in a week (or 10 times in a month). Unless a tenant agrees otherwise, they can only call between 7.30am-9.00pm on weekdays, or 9.00am-9.00pm on weekends.

- **Face-to-face**

Debt collectors should not visit a client in person if repayment arrangements can be worked out over the phone, by email or letter. However, if a tenant does not respond to other attempts to contact the client, debt collectors may visit the tenant at home as a last option: visits only between 9.00am-9.00pm (weekdays and weekends), but no more often than once a month.

- **Social media and email**

If a debt collector uses email, social media or similar technology to contact a tenant about a debt, they must be reasonably sure that the account is not shared with another person and that their message cannot be viewed by anyone except the tenant.

It is advisable to keep good records of all communication with debt collectors. Include dates and times of contact, how they contacted the tenant (by phone, in person), their name and company, and what was said.





## 1.3.22 Dealing with debt collectors (continued)

If a debt collector claims a tenant owes money for a former tenancy the tenant can write back to the debt collection agency to seek details of the claim. Tenants can request an itemised list of all claims, a copy of receipts or other evidence to justify each of these claims, and a copy of any QCAT or court order regarding liability for the amount being claimed.

Tenants can dispute claims if the claims are excessive or unreasonable or if the debt collection company cannot provide evidence to justify the amounts being claimed. Tenants can also write to debt collectors and request they do not contact them again if they believe they do not owe any money. If the debt collector continues to contact the tenant after receiving this letter the tenant may then complain about the debt collectors behaviour to the [Australian Competition and Consumer Commission](#) or the Office of Fair Trading in Qld.





## 1.3.23 Unacceptable behaviour by debt collectors

Under the [Debt Collectors \(Field Agents and Collection Agents\) Act 2014 \(Qld\)](#) it is against the law for debt collectors to behave in any of the following ways:

- Threatening, trespassing or intimidating the tenant: This includes such behaviour such as threatening physical force towards the tenant or anyone else; damaging (or threatening to damage) the property; blocking access to the tenants rental premises or blocking the tenant's way; remaining on the rental property when asked to leave, unless they have a Court Order. If a debt collector behaves this way, contact the police immediately.
- Harassing or verbally abusing the tenant: This includes shouting at the tenant or making personal or demeaning comments; using obscene or racist language; or contacting the tenant more than necessary or at unreasonable times.
- Making false or misleading statements or engaging in deceptive conduct: For example, debt collectors must not make false statements about the money a person owes or what will happen if the debt is not paid; send letters demanding payment that are designed to look like court documents; or pretend to be or to act for a solicitor, court or government body.

Debt collectors should not take advantage when the tenant:

- is disadvantaged because of illness, disability, age, illiteracy or other circumstances; and/or
- is not familiar with the law, the debt recovery process, or the consequences of not paying the debt.

### QUICK TIPS: Disputing a debt

- dispute the debt in writing and keep copies of any letters
- do not admit liability if called by a debt collector, but rather write to clarify
- verify debts before paying them
- request an up to date rent ledger and draft a ledger for evidence based on payments made to lessor
- apply for [Dispute Resolution – RTA Form 16](#)
- keep copies of evidence of payments
- if it is believed that a debt is not owed, write to the debt collector and request they do not contact the tenant
- if the debt is old seek legal advice before you make any payments or admit liability
- if co-tenant owes money, send letter of demand and/or apply to QCAT using [Form 3 – Application for Minor Civil Dispute – Minor Debt](#)
- if an insurance company is chasing an alleged debt, request to utilise their financial hardship policy see <http://codeofpractice.com.au/for-consumers/financial-hardship>
- a debt may be disputed by contacting the [Financial Ombudsman Service](#)
- if a debt collector's behaviour is unacceptable, a complaint can be lodged the [Queensland Office of Fair Trading](#)
- for more information contact the ACCC or read the [Australian Debt Collection Guidelines for collectors & creditors](#)







PART 2  
**THE  
RESIDENTIAL  
TENANCIES  
AUTHORITY**





## 2.1 What is the RTA?

The [Residential Tenancies Authority](#) (the 'RTA') is the Queensland Government statutory authority responsible for providing a range of residential tenancy services in Queensland. The RTA administers the Act on and provides a wide range of tenancy based services for all parties to a tenancy agreement, including tenants, residents, lessors, agents and rooming providers.

RTA services include:

- a phone-based tenancy information service;
- print and online tenancy information materials;
- approved tenancy forms for general tenancies, rooming accommodation tenancies and moveable dwelling tenancies in caravan parks;
- bond management – the RTA holds and manages tenant bond money during the tenancy and administers the refund of rental bonds;
- a free tenancy dispute resolution service for disputes covered by the Act; and
- policy and education services, including prosecuting offences under the Act.





## 2.2 RTA forms

The RTA website provides tenancy forms used for general tenancies (flats, units, houses etc.), rooming accommodation tenancies (room only with shared facilities) and moveable dwelling tenancies (renting a site or a van in a caravan park).

[RTA forms](#) are available online at [www.rta.qld.gov.au](http://www.rta.qld.gov.au). The RTA can also post forms out to tenants if requested. Call the RTA on 1300 366 311

The following is a list of common tenancy forms used in general tenancies.

<a href="#">Form 20</a>	Notice ending tenancy interest (domestic and family violence)
<a href="#">DFV Report</a>	Domestic and family violence report
<a href="#">Form 4a</a>	Bond refund for persons experiencing domestic and family violence
<a href="#">Continuing interest</a>	Continuing interest notice
Form 18a <a href="#">Form 18a</a>	General tenancy agreement
Form 1a <a href="#">RTA Form 1a</a>	Entry Condition Report
Form 2 <a href="#">RTA Form 2</a>	Bond Lodgement form
Form 3 <a href="#">RTA Form 3</a>	Change of rental property
Form 4 <a href="#">RTA Form 4</a>	Refund of Rental Bond
Form 5 <a href="#">RTA Form 5</a>	Change of lessor, agent or manager/provider
Form 6 <a href="#">RTA Form 6</a>	Change of bond contributors
Form 8 <a href="#">RTA Form 8</a>	Signature record
Form 9 <a href="#">RTA Form 9</a>	Entry notice
Form 10 <a href="#">RTA Form 10</a>	Notice of lessor's intention to sell premises'
Form 11 <a href="#">RTA Form 11</a>	Notice to remedy breach
Form 12 <a href="#">RTA Form 12</a>	Notice to leave
Form 13 <a href="#">RTA Form 13</a>	Notice of intention to leave
Form 14a <a href="#">RTA Form 14a</a>	Exit condition report
Form 15 <a href="#">RTA Form 15</a>	Abandonment termination notice
Form 16 <a href="#">RTA Form 16</a>	Dispute resolution request
Form 19 <a href="#">RTA Form 19</a>	Notice to vacate from mortgagee to tenant/s





## 2.3 Notice ending tenancy interest (domestic and family violence) (Form 20)

The [Notice ending tenancy](#) can be used by either a sole tenant or a co-tenant; to give 7 days' notice where they no longer feel safe to continue to occupy the premises due to domestic violence that they are experiencing.



## 2.4 Domestic and family violence report

The [DFV Report](#) can be signed by an authorised professional to provide supporting evidence of domestic and family violence.



## 2.5 Bond refund for persons experiencing domestic and family violence (Form 4a)

When a tenant gives a Notice ending tenancy Form 20, they can apply for the bond refund using this [Form 4a](#). This form needs to be sent via email to the RTA at the address on the form. The RTA deals with these types of bond refunds confidentially.



## 2.6 Continuing interest notice

The [Continuing interest notice](#) is the form that the lessor/agent can use to inform a remaining co-tenant that their co-tenant has given a Notice ending tenancy due to DFV. And that the tenancy will continue for the remaining co-tenant.





## 2.7 Notice of Intention to Leave - RTA Form 13

A notice to end a tenancy must be given in writing. Tenants must use a [Notice of Intention to Leave-RTA Form 13](#) (NOITL) to advise the lessor/agent of their intention to leave the rental property by a certain date (the handover date).

If tenants are ending a fixed term agreement early (eg: break-lease) a NOITL is still valid, even if the date the tenant is moving out is before the end of a fixed term lease. However a tenancy agreement is a legally binding contract. Lessors/agents may seek compensation from tenants for breach of the agreement and early termination of their tenancy.

If tenants need to leave a fixed term tenancy early due to a serious reason, including domestic violence, instead of giving a Notice of Intention to Leave, tenants may choose to apply to QCAT for an urgent hearing and seek an order to terminate their tenancy.

While waiting for the QCAT hearing date, if tenants need to move out prior to the hearing, it is always a good idea give the lessor or agent written notice confirming the date the tenant moved out and returned the keys, or intends to move out and return all keys to the lessor/agent .





## 2.8 Dispute Resolution Request – RTA Form 16

The [RTA Dispute Resolution Service](#) provides free telephone conciliation service to assist parties resolve a tenancy dispute. The role of the RTA is to remain impartial and assist parties to communicate and reach a voluntary agreement to settle their dispute.

To apply to the RTA parties must fill in a [Dispute Resolution Request - RTA Form 16](#) and lodge it with the RTA. For all non-urgent tenancy disputes parties must apply to the RTA, and attempt to resolve their dispute, before they can apply to QCAT for a tenancy tribunal hearing.

When applying to the RTA Dispute Resolution Service parties can indicate on the Form 16 if they need an interpreter, or need assistance with reading or writing.

The RTA usually provides dispute resolution over the phone, either through a series of calls to each party, or as a telephone conference with all parties on the phone along with a trained RTA Conciliator.

RTA conciliators are impartial, their aim is to facilitate communication to assist parties to negotiate an agreement. Conciliators cannot make decisions or force people to make an agreement.

If parties are unable to resolve their dispute, or if the RTA considers the matter is not suitable for conciliation (for example if the parties are not willing to participate or exchange information) the RTA will issue a Notice of Unresolved Dispute with a conciliation number. The person who receives this letter then has the option to apply to QCAT for a hearing and a final decision.

**Non-urgent matters** require RTA conciliation before parties can apply to QCAT for a hearing. These include general disputes about agreements, breach notices, routine repairs, locks and keys, or service charges, and disputes over rent decreases, compensation claims, or bond refunds.

**Urgent tenancy matters** are defined under [s415](#) of the Act. These matters can go direct to QCAT without the requirement to first seek resolution through the RTA Dispute Resolution Service. However, parties can still use the RTA Dispute Resolution Service if they wish.

Urgent matters include applications to QCAT to terminate a tenancy, remove a tenancy database listing, or seek an order about emergency repairs, or repairs affecting tenant health and safety.





## 2.9 Exit Condition Report – RTA Form 14a

Tenants need to obtain and complete an [Exit condition report - RTA Form 14a](#) to record the condition of the premises when they leave. Tenants can also take photos and keep copies of cleaning receipts as further evidence they have met their obligations.

Tenants must give the lessor/agent a copy of the completed Exit Condition Report when they move out and hand back the keys. The lessor/agent then has three (3) business days to inspect the property, add their comments to the form and return a copy to the tenant at their forwarding address stated on the form.

When moving out it is important tenants gather evidence to show they have left the premises clean and undamaged. The Exit Condition Report is the tenant's record of the condition of the property at the end of the tenancy. This report can provide important evidence if there is a dispute over the bond refund at the end of the tenancy.

### **QUICK TIPS : At the end of the tenancy**

- Leave the property as far as possible in the same condition it was in at the start of the tenancy, except for "fair, wear and tear".
- Complete and sign the Exit Condition Report and provide a copy to the lessor/agent who must inspect the premises and return a copy to the tenants within 3 business days.
- Tenants should keep a copy of the Exit Condition Report for their own records.
- Tenants can take photos of the property when moving out and gather other evidence.
- If the tenant is liable for water costs make a note of the water meter reading on the Exit Condition Report.
- Use an RTA Form 4 to apply to the RTA for a Bond Refund.
- Advise the RTA of the applicants address so that they can be notified of any disputes.





PART 3

# QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL







## 3.1 What is QCAT?

The Queensland Civil and Administrative Tribunal (QCAT) is an independent tribunal that can hear a range of minor civil matters, including residential tenancy disputes. The tribunal aims to provide an accessible, inexpensive process for parties seeking a final decision to resolve a tenancy dispute.

QCAT matters are usually heard in the local Magistrates Court hearing rooms closest to the rental premises, or can be heard at the QCAT central registry in Queen St, Brisbane.

In QCAT parties represent themselves but they can take a support person or advocate to the hearing with them. Parties can also apply to attend by telephone, or seek permission to have someone represent them, if they are unable to attend the hearing in person.

The QCAT website at [www.qcat.qld.gov.au](http://www.qcat.qld.gov.au) provides information about the QCAT hearing process for residential tenancy matters, and includes links to relevant [forms](#) including the [Form 2 - Application for a Minor Civil Dispute – Residential Tenancy Dispute](#).



## 3.2 The QCAT Application

To apply to QCAT for a tenancy hearing the Applicant needs to complete a [QCAT Form 2 - Application for Minor Civil Dispute - Residential Tenancy Dispute](#), attach supporting documents, copy their application and then lodge the required numbers of copies with QCAT.

QCAT charge a [filing fee](#) to apply for a residential tenancy hearing.

If the Applicant is in financial hardship, or is on a low income, QCAT can waive the fee. The Applicant will need to fill in a [QCAT Form 49 Application For Waiver of Fees Due To Financial Hardship](#) and attach a copy of their health care card or pension card as evidence of their financial hardship.

When QCAT receives an application they will send all parties a Notice of Hearing. This notice will state the date, time and location of the hearing. If the person is named as a Respondent they will also receive a copy of the application that has been lodged against them.

If parties receive notice of a QCAT hearing it is important to attend the hearing to present evidence and let QCAT know what decision they think QCAT should make.

When applying to QCAT for a residential tenancy hearing remember to:

- read the instructions carefully
- answer all relevant questions and provide as much information as possible
- include the contact details of all parties
- provide any supporting documents in their original format or, if a statement is attached in Affidavit format this must be witnessed by a Justice of the Peace, Commissioner of Declarations or a solicitor.
- sign and date the form
- lodge the required number of copies of the application with QCAT (one for QCAT and one for each Applicant and each Respondent named in the application).
- Pay the required filing fee or complete a [QCAT Form 49 Application of wavier of fees by reason of financial hardship](#).
- If an interpreter is required make a written request to QCAT and note this on the QCAT application.
- If the applicant wants to attend the hearing by telephone fill in an [application to attend a proceeding by telephone or video](#).





## 3.3 Preparing for the QCAT hearing

The aim of the hearing is to ask QCAT to make a final decision about the tenancy dispute. Therefore it is strongly recommended that the tenant attends the hearing.

The parties are required to bring any evidence they intend to rely on to the hearing (or attach to the application if they are the Applicant). Parties should also provide copies of their evidence to the Tribunal and the other parties. Where possible this should happen prior to the hearing.

Documents parties may use to support an application may include:

- A copy of the tenancy agreement;
- A copy of the RTA Notice of Unresolved Dispute;
- Receipts, quotes and invoices;
- Copies of Entry and Exit condition reports;
- Copies of RTA notices;
- [Affidavits](#) from witnesses;
- Queensland Police Service reports ;
- Copy of any protection order;
- Email correspondence;
- Letters regarding the tenancy matter which may include letters from a DV support service;
- Photographs; and
- Bank statements as evidence of financial hardship.



## 3.4 Attending a hearing by telephone

When a matter is listed for a hearing, the parties are expected to attend the tribunal in person to present their case. If a tenant cannot attend in person, before the hearing date they may apply for permission to attend by telephone by completing the [application for attendance at hearing by remote conferencing](#) or [complete the online application to attend a proceeding by telephone](#).





## 3.5 Adjournments

If QCAT list a hearing at a time that a party is unable to attend, they can request to adjourn (postpone) the hearing. However, they will need to have a good reason for not being able to attend (such as being in hospital) otherwise the tribunal may continue with the hearing and make a decision without them.



## 3.6 Interpreter service

If the tenant requires an interpreter, QCAT can source one and the service is generally free, however in some jurisdictions QCAT can decide whether or not payment is needed for the cost of the interpreter. This can be confirmed with the tribunal.

If a tenant sources their own interpreter, ensure the interpreter is accredited under the National Accreditation Authority for Translators and Interpreters and inform QCAT.

Requests for interpreters should be made as soon as possible before the hearing date. This interpreter request can also be noted on the [QCAT Form 2 Application for minor civil dispute-residential tenancy dispute](#).



## 3.7 Assistance for people with a hearing impairment

QCAT hearing rooms are equipped with hearing loops to assist those with a hearing aid. If this service is required or the tenant has a hearing impairment but do not have a hearing aid, please advise the [QCAT registry](#) or by using the [Australian Government's National Relay Service](#).



## 3.8 Wheelchair access

All floors within the tribunal are wheelchair accessible and a wheelchair is available if required. Information about disability parking is available on QCAT's [contact information](#) page.





## 3.9 Security at the hearing

If a tenant requires additional security and safety while attending a hearing, it is best to put this request in writing to QCAT prior to the hearing date.



## 3.10 Closed Hearing

QCAT hearings are generally open to the public; however, a private hearing must occur if:

- a tribunal application is made under section [245 \(Injury to domestic associate\)](#), or [section 321 \(Application by tenant's domestic associate for termination for damage or injury\)](#); or
- a cotenant is a domestic associate and applies under section [312 \(Application by cotenant for termination for damage or injury\)](#); or
- the domestic associate of the tenant applies under [section 323 \(Application for interim order about damage or injury\)](#).

If an application is made to the tribunal in circumstances involving domestic violence, the applicant may request a closed hearing by completing and submitting a [QCAT Form 40 – Application for miscellaneous matters](#).



## 3.11 What happens at the hearing?

At the commencement of the hearing, the QCAT members or adjudicators responsible for deciding the case, will make introductions and ask all parties to introduce themselves. Information on protocols for hearings is provided in [Practice Direction 2014/1 – Hearing Protocols](#).

Matters may be heard by an adjudicator or a panel of JP's depending on the complexity of the matter.

The parties and witnesses may be required to swear an oath or make an affirmation at the beginning of proceedings, promising to tell the whole truth in the evidence given to the tribunal in the statements to follow. Each party to the matter may:

- ask questions;
- be asked questions by the members or adjudicators;
- the tribunal may allow the parties to ask each other questions or to challenge evidence given, however generally the parties are to address the adjudicator;
- it is preferable for witnesses to also attend the hearing, however, a sworn affidavit providing evidence in this way will be sufficient testimony if there is a sound reason as to why witnesses are unable to attend the hearing.





## 3.12 After the hearing

A decision may be provided at the end of the hearing however if the tribunal needs more time to consider the matter or to gather more information the tribunal may reserve its decision and all parties will receive QCAT's decision at a later date.



## 3.13 Re-openings

Reopening a matter will only be considered in special circumstances. QCAT will only consider reopening a matter if a party did not appear at the final hearing and has a reasonable excuse for not attending, or a party would suffer substantial injustice if the matter was not reopened because significant new evidence has emerged that was not previously available.

An application to reopen proceedings must be lodged within 28 days from the date the tenant was provided with notice of the QCAT decision.

To apply to reopen a matter, the applicant will need to complete and lodge a [QCAT Form 43 - Application for reopening, correction, renewal or amendment](#). This form may incur a filing fee.

If applying for a Reopening the applicant needs to attach evidence regarding why they were unable to attend the hearing. It is also useful to mention any evidence that, if the matter is re-heard, may change the original decision that was made by the tribunal.

If parties are applying for a Reopening they may also want to apply for a Stay or Interim order to stop the original decision being enforced prior to the matter being reheard in QCAT.



## 3.14 Appeals

There are limited grounds to [appeal a QCAT decision](#). Parties must first apply to QCAT to seek permission to appeal the decision and set out their reason for an appeal. Strict time limits apply to appeal a decision.

QCAT's Internal Appeal Tribunal determines appeals. Parties must complete a [QCAT Form 39 – Application for Leave to Appeal or Appeal](#), to apply to QCAT to seek leave (permission) to appeal a decision.

You can only appeal QCAT residential tenancy decisions if there has been an error in:

- a question of law
- a question of fact, or
- a question of mixed law and fact.

When the Internal Appeal Tribunal hears an appeal a new hearing may take place, which will consider the original information and evidence presented. New information and evidence may only be presented if the Internal Appeal Tribunal grants permission.





PART 4

# THE MAGISTRATES COURT AND TENANCY LAW





## 4.1 Applications in the Magistrates Court

If a tenant has applied for a [Protection Order](#) or a variation to a DVO and also has a tenancy application in QCAT, it may be possible for the applicant to have both matters heard in the Magistrates Court at the same time. This is set out under [s139](#) of the [Domestic and Family Violence Protection Act 2012 \(Qld\)](#).

- [s245](#) as a domestic associate to be recognised as a tenant or co-tenant instead of the perpetrator and to prevent a database listing. Ideally, there would also be a request for an ouster order under [s63](#) of the [Domestic and Family Violence Protection Act 2012 \(Qld\)](#);
- [s321](#) as a domestic associate to terminate the tenancy due damage or injury by the tenant; or
- [s323](#) as a domestic associate of the tenant or occupant of the premises for an interim order restraining the tenant from causing further damage or injury.

The above applications may be made by attaching a [QCAT Form 2](#) application to the [Form DVO1](#) and lodging both applications at the local Magistrates Court. Alternately, if an applicant has already applied to QCAT for a residential tenancy hearing the applicant can make a note of this on the Magistrates Court Form DVO1 and can apply to the court to have their QCAT matter transferred to the Magistrates Court, so both their DV and tenancy matter will be heard at the same time. Applicants may need to speak to their staff in the registry office to work out the preferred process used in their local registry.





## 4.2 Adjournments

Parties are required to appear in court unless ordered otherwise. If you need to change the date set by the court for any reason, an application for an adjournment to reschedule can be made by contacting the registry. If the application for an adjournment is refused and a party fails to appear on the set date, the magistrate will make an order in their absence.

To apply for an adjournment contact the magistrate's court and apply in writing at least three business days before the hearing date set by the court - [courthouse.brisbane@justice.qld.gov.au](mailto:courthouse.brisbane@justice.qld.gov.au) (Brisbane) Provide details the reasons for the adjournment, propose a new date/s and attach any supporting documentation if possible. For other courthouse information visit [www.courts.qld.gov.au](http://www.courts.qld.gov.au).



## 4.3 Magistrate Court forms

- Application for a protection order: Form [DV01 – Application for protection order](#)
- Guide to completing an application for a protection order: Form [DVO1A – Guide to completing an application for protection order](#)
- Application to vary a domestic violence order : [Form DV04 – Application to vary a domestic violence order](#)
- Court Safety Form (Requesting extra safety measures at court) – [Form DVO1B – Safety form](#)

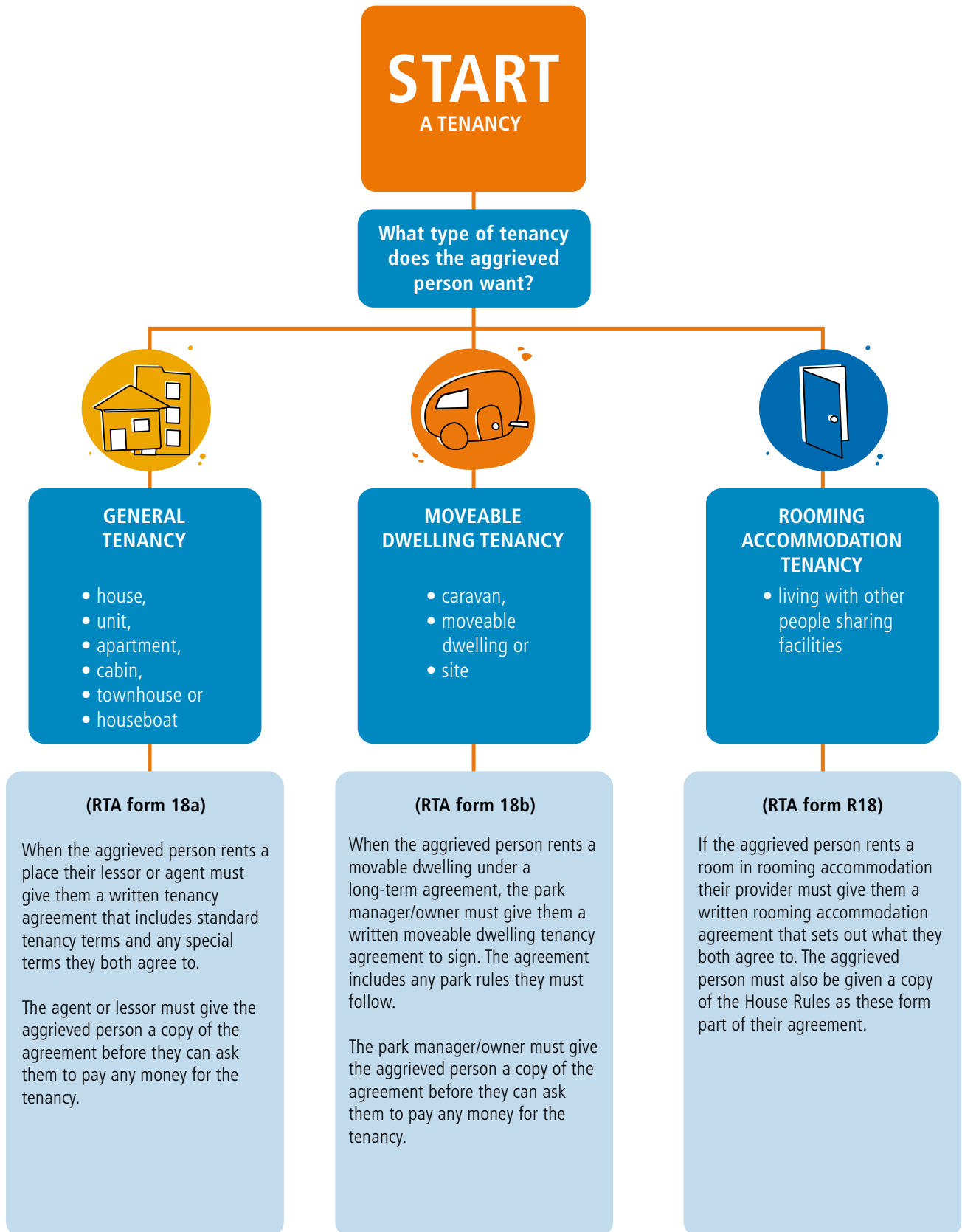


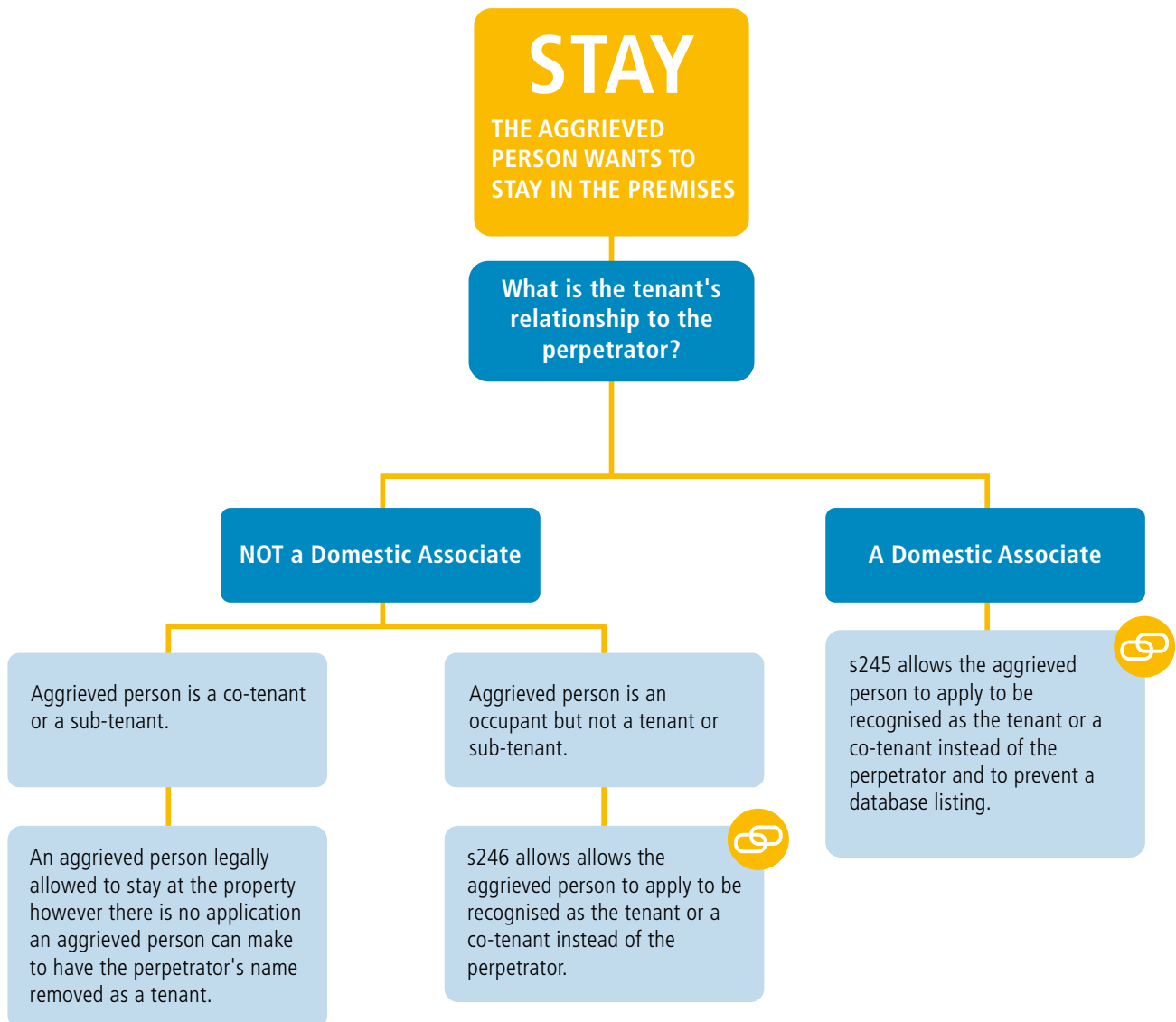


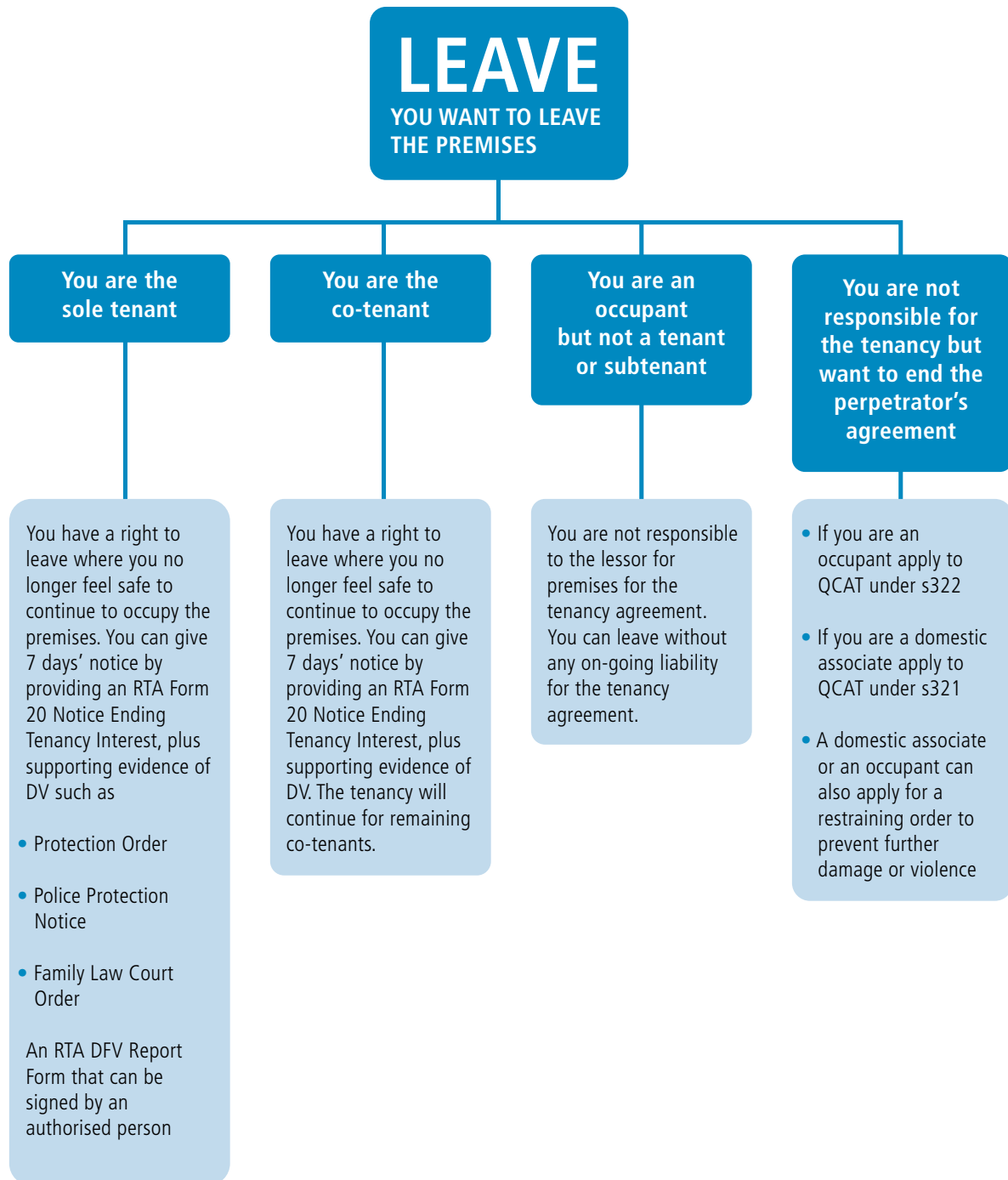


# APPENDIX









## Sample letter DFV, Notice ending tenancy and confidentiality

**Disclaimer:** This document is in DRAFT form and has been provided to you as a guide only. It does not constitute legal advice. Tenants Queensland disclaims all liability with respect to information contained in this document. You will need to amend the document to suit your circumstances, as appropriate. **Please ensure you delete this disclaimer before forwarding to your agent or lessor**

[tenant/s name/s]  
[tenant/s postal address]  
[other contact details- phone, email etc.]

[Date]

[agent/lessor name]  
[address line 1]  
[address line 2]

Via email: [email address] (remove if not sending via email)

Dear [name of agent/lessor]

Please find attached the RTA Form 20 Notice Ending Tenancy (domestic and family violence) and (insert type of evidence e.g. DFV Report), as supporting evidence of domestic family violence.

This is a valid notice under section 308B of the Residential Tenancies and Rooming Accommodation Act 2008 ('the Act'). The relevant domestic and family violence provisions under this Act came into effect on 20 October 2021.

Section 308A of the Act states that a tenant has a right to leave and end their interest in the tenancy where they can no longer safely continue to occupy the premises because of domestic violence committed against them.

### ***[Delete whichever of the following paragraphs do not apply]***

I am a sole tenant on the lease and I am reminding you of your obligation under section 308I of the Act to maintain confidentiality and the importance of not disclosing evidence to any other person.

**OR**

As I am a Co-tenant on the lease with [insert name/s of co-tenant/s] I am reminding you of your obligation under section 308I of the Act to maintain confidentiality and the importance of not disclosing evidence to any other person.

I understand that section 308E(5) states that you must inform the remaining co-tenant/s that I have vacated, no earlier than 7 days after the Notice Ending Tenancy has expired. The attached Notice Ending Tenancy expires on [insert date NET expires]. You can only provide the remaining tenant/s a Continuing interest notice no sooner than (insert date ie. 7 days after NET expires).

I trust that you will preserve my confidentiality as my safety [if relevant, and that of my children] is of utmost importance.

Yours faithfully

Your name, and signature above



## Sample letter DFV and Damage

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[tenant/s name/s]  
[tenant/s postal address]  
[other contact details- phone, email etc.]

[Date]

[agent/lessor name]  
[address line 1]  
[address line 2]

Via email: [email address] (remove if not sending via email)

Dear [name of agent/lessor]

RE: Damage caused by domestic violence

[I/We] rent/rented the premises situated at [address] ('the Premises') from [date] to [date].

I am writing to inform you that on [date/s] damage was caused to the premises [include itemised details of damage e.g.

- front door lock
- front door hole
- screen door tear]

This damage was caused by domestic violence experienced by me at the premises. [Include any details such as a QPS Report number, and/or name of the person who caused the damage if you are comfortable about doing this. Add further details e.g. if there is a Domestic Violence Order restricting the perpetrator from going near the premises].

I refer you to the new domestic and family violence provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* ('the Act') which came into force on 20 October 2021.

Section 188(5) of the Act provides that a tenant is not responsible for repairs or compensation to the lessor for damage to the premises or its inclusions caused by an act of domestic violence experienced by the tenant.

It is regrettable that damage caused to the premises, however as the person who has experienced violence, I am not responsible for this damage.

I am reminding you of your obligation under section 308I of the Act to maintain confidentiality and the importance of not disclosing evidence of domestic violence to any other person, including prospective agents. I trust that you will preserve my confidentiality as my safety [if relevant, and that of my children] is of utmost importance.

Yours faithfully,

[tenant to sign]  
[tenant name]



### Sample letter DFV Request to be recognised as a tenant

**Disclaimer:** This document is in DRAFT form and has been provided to you as a guide only. It does not constitute legal advice. Tenants Queensland disclaims all liability with respect to information contained in this document. You will need to amend the document to suit your circumstances, as appropriate. **Please ensure you delete this disclaimer before forwarding to your agent or lessor.**

(Insert tenant/s name/s)

(Insert tenant/s postal address)

(Insert date)

(Insert lessor/ agent's name)

(Insert lessor/ agent's address)

Dear (insert lessor/ agent's name),

RE: Request to be recognised as the tenant

I request that the tenancy agreement in [Co-tenants names] at [insert address] ('the Premises') to be transferred to me as the tenant due to:

Explain the reason/s that you want to be recognised as the tenant. Important to mention:

- The other co-tenant is/was my domestic associate in an [One of these definitions - intimate personal relationship, family relationship, informal care relationship]
- My domestic associate has committed an act of domestic violence against me;
- attach copies of any relevant evidence for example DVO, Police Protection Order, Family Law court order Or letter of support from
  - o doctor
  - o social worker
  - o refuge or crisis worker
  - o DFV support worker or case manager
  - o Aboriginal and Torres Strait Islander Health Service
  - o A solicitor

#### Options

There is an ouster order prohibiting [name of the co-tenant] from entering or approaching the premises

The [co-tenant] is no longer living at the premises

Due to these circumstances, I request that you and the lessor consider recognising me as the tenant. Please forward this correspondence onto the owner of the property for their consideration.

I am able to fulfill my obligations as the tenant. I can afford the rent and look after the premises



### Sample letter DFV Request to be recognised as a tenant (continued)

#### Options

The [name of co-tenant] left the premises on [insert date] since [insert date] I have paid the full rent. Please see attached copy of my income statement/budget, place of employment, source of income.

As this situation is already placing stress on me/and my family, I/we would appreciate if you could please respond to this letter by [insert date]. If we cannot agree, I/we may proceed to apply to QCAT (Queensland Civil and Administrative Tribunal) for an order under s245 Injury to domestic associate.

Please feel free to contact me via phone/email should you wish to discuss the matter further.

Yours faithfully,

[Tenant to sign here]

[Tenant's Name]





## Guide to filling in QCAT form 2 Application for minor civil dispute – Residential Tenancy Dispute

QCAT can hear residential tenancy or rooming accommodation disputes that are covered under the [Residential Tenancies and Rooming Accommodation Act 2008 \(Qld\) \(the Act\)](#).

The Tenants Queensland website includes a series of [short videos](#) to assist people when they need to go to QCAT for a residential tenancy hearing. The videos show the steps tenants can take to solve a tenancy dispute, or apply to QCAT for a hearing and a final decision.

The Applicant will need to provide a completed and signed the [QCAT Form 2 Application for Minor Civil Dispute – residential tenancy dispute](#), include attachments and supporting statements or evidence. Additional copies will need to be provided for each party including the Applicant; QCAT will serve all the parties the QCAT application along with a Notice of Hearing.

Copies of the Application must be lodged at the local [Magistrates Court](#) (closest to the rental premises) that hears QCAT matters, or at the central [QCAT](#) registry in Queen St Brisbane.

The Applicant will need to pay a QCAT filing fee. This fee will depend on the amount of money that is being claimed in the application. See the [QCAT website](#) for a full list of fees (these change each year).

If the Applicant is low income and cannot afford to pay the QCAT filing fee they can fill in a [QCAT Form 49 Application for waiver of fees by reason of financial hardship](#). They need to attach evidence as proof of low income, such as a copy of a pension or health care card, or a statement regarding current financial difficulties.

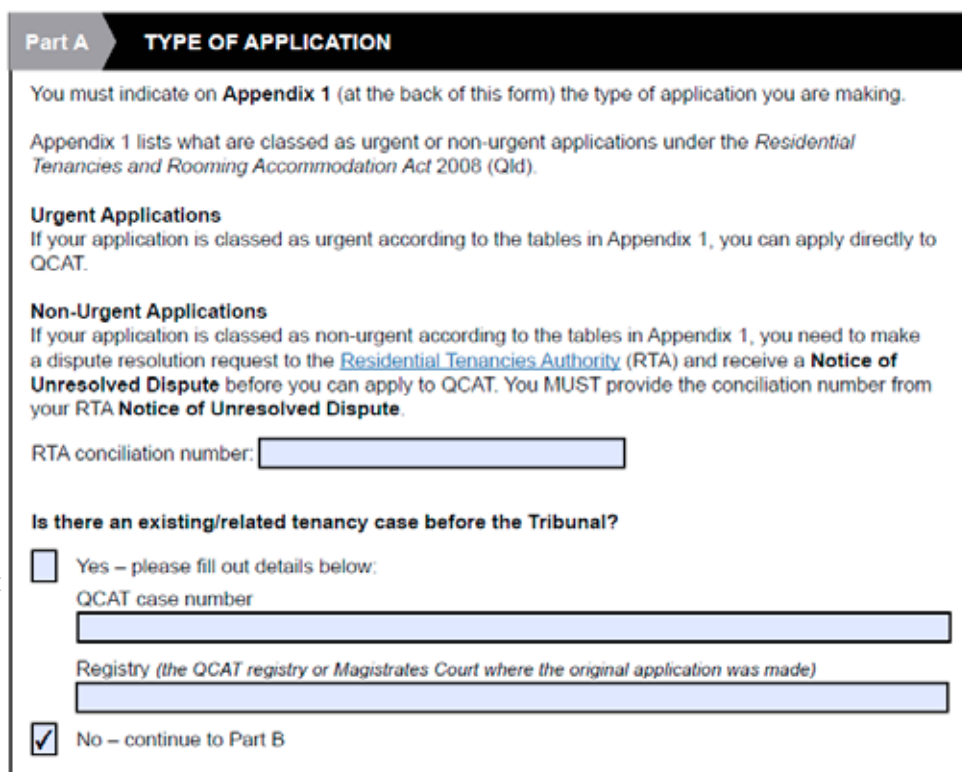
### PAGE 1 Part A TYPE OF APPLICATION

Tick a box to say whether the application is an Urgent application or Non-urgent application. See the Appendix (pages 8 to 10) for a list of all Urgent and non-urgent applications.

Urgent applications are defined in s415 of the Residential Tenancies and Rooming Accommodation Act 2008. QCAT prioritise hearings for Urgent applications. Urgent QCAT applications include applications to terminate a tenancy or dispute a dispute a tenancy database listing.

For non-urgent applications (such as bond or compensation disputes) parties must first apply to the RTA using a Form 16 and seek conciliation of the dispute before they can apply to QCAT for a hearing. The RTA will send out a Notice of Unresolved Dispute, which includes a conciliation number, if they are unable to assist the parties resolve the dispute, this number is to be included in the application.

Non-urgent tenancy matters may include bond disputes, compensation claims, disputes about service charges or water bills, or general disputes about the agreement.



**Part A TYPE OF APPLICATION**

You must indicate on **Appendix 1** (at the back of this form) the type of application you are making.

Appendix 1 lists what are classed as urgent or non-urgent applications under the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*.

**Urgent Applications**  
If your application is classed as urgent according to the tables in Appendix 1, you can apply directly to QCAT.

**Non-Urgent Applications**  
If your application is classed as non-urgent according to the tables in Appendix 1, you need to make a dispute resolution request to the [Residential Tenancies Authority \(RTA\)](#) and receive a **Notice of Unresolved Dispute** before you can apply to QCAT. You **MUST** provide the conciliation number from your RTA Notice of Unresolved Dispute.

RTA conciliation number:

**Is there an existing/related tenancy case before the Tribunal?**

☐ Yes – please fill out details below:  
QCAT case number   
Registry (the QCAT registry or Magistrates Court where the original application was made)

☒ No – continue to Part B



## PAGE 2 - Part B APPLICANT'S DETAILS

The Applicant is the person applying to QCAT for a hearing. Include their details on Page 2. If other tenants are named on the tenancy agreement, they need to be included as Respondents on page 3, if they are not also an Applicant in the matter.

**Part B APPLICANT'S DETAILS** (full contact details must be supplied) (for multiple applicants please attach details on a separate sheet)

**Applicant type:** (please tick one)

☒ Tenant ☐ Lessor (landlord) ☐ Agent for lessor or provider\*

☐ Resident ☐ Provider (rooming accommodation) ☐ Other

**Applicant details:**

**Name** Anne Applicant

**Current Postal Address**

2 Market Street, (this form is sent to the Respondents so they will see your contact details)

**Suburb** Somewhere **State/Territory** QLD **Postcode** 4999

**Contact details (MUST be provided)**

0400 111 222    anne.a@email.com

Mobile Alternative number Email

**Do you identify as Aboriginal or Torres Strait Islander?**

☒ No ☐ Yes, Torres Strait Islander ☐ Yes, both Aboriginal and Torres Strait Islander

☐ Yes, Aboriginal

*\*An agent can only make this application if the agent is authorised in writing, by a separate letter or in the residential tenancy agreement, to stand in the lessor or provider's place in a proceeding under s206 or s248 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld).*

You can use a post office box or the address of a support person or organisation

## PAGE 3 - Part C Respondent's Details

The Respondent/s is the other party; usually the lessor or agent. Other co-tenants must also be listed as Respondents (if they are not named as Applicants).

Insert an extra piece of paper if you need to list contact details for additional respondents.

Most tenants only have contact details for the Agent who stand in the place of the lessor. However the Applicant can name both the lessor and agent if they wish.

**Part C RESPONDENT'S DETAILS** (full contact details must be supplied) (for multiple respondents please attach details on a separate sheet)

**Respondent type:** (please tick one)

☐ Tenant ☐ Lessor (landlord) ☒ Agent for lessor or provider\*

☐ Resident ☐ Provider (rooming accommodation) ☐ Other

**Respondent details:**

**Name** Really Estate Agent

**Current Postal Address**

2 Property Management Way

**Suburb** Some Suburb **State/Territory** Qld **Postcode** 4999

**Contact details (MUST be provided)**

0433 333 333   reallyestateagency@email.com

Mobile Alternative number Email

*\*An agent can only be nominated as the respondent if the applicant is a tenant or resident, and the agent is authorised in writing, by a separate letter or in the residential tenancy agreement, to stand in the lessor or provider's place in a proceeding under s206 or s248 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld).*

Check contact details on the tenancy agreement

If seeking an order to remove a tenancy database listing the Applicant should name both the listing agent and the database company (eg:TICA) as Respondents.



## PAGE 4 - Part D Rental Property

Include the tenancy details here. State the address and information about the rental bond.

If you don't know the bond details bond contributors can call the RTA on 1300 366 311 to get their bond number and verify the amount of bond being held by the RTA.

Applicants can also attach a copy of the tenancy agreement to the application (if they have a copy).

Part D

RENTAL PROPERTY

Address of the rental property

2 Market St,

Suburb

Somewhere

State/Territory

Qld

Postcode

4999

Type of agreement

☒

Fixed term (e.g. 6 months). The date when fixed term expires/expired:

☐

Periodic (e.g. week-to-week)

Rental bond number

Applicant can call RTA on 1300 366 311 to get this info

Rental bond amount

\$ 1,200

Real estate agency details

Agency name:

Really Estate Agent

Agency address:

2 Property Manangement Way, Some Suburb

Is the rental bond currently held by the Residential Tenancy Authority (RTA)?

☒

Yes

☐

No

## PAGE 4 - Part E DETAILS OF WHAT YOU SEEK FROM THE TRIBUNAL

1. What order/s do you want the Tribunal to make?  
What section of the Act are you applying under? Write the section number here.

Look at the Appendix (pages 1) at the end of the Form 2 for a list of all urgent and non-urgent QCAT applications. Seek advice if you don't know which section to use.

State here what order you want QCAT to make at the hearing. This will relate to the section you have applied under.

The section number will depend on:

- the type of tenancy dispute,
- the order being requested
- the type of tenancy (eg: general tenancy or rooming accommodation) and
- if the person applying for the hearing is a tenant, resident, co-tenant, occupant or domestic associate.

For example an application under s312 to terminate a co-tenancy due to damage or injury by a co-tenant can state this here. An application to QCAT for a non-urgent bond dispute hearing under sections 137 and section 429 (general dispute) could state "I met all my obligations as a tenant and am seeking an order that my bond of \$ XXXX.XX be refunded to me.

2. List of claims

If seeking a monetary amount write the amount in the box (such as the bond amount). In the box below the Applicant can

Part E

DETAILS OF WHAT YOU SEEK FROM THE TRIBUNAL

1. What order/s do you want the Tribunal to make?

An order requires a party do a certain named thing.

Refer to **Appendix 1** of the attached guide for the sections of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)* and the type of orders that can be made. If there is insufficient space, please attach additional pages.

Section

Order/s you are seeking

s245

The Applicant seeks an order to be recognised as the sole tenant on the agreement due to domestic violence perpetrated by the Respondent.

The Applicant seeks an order that the rental bond of \$1,600 held by the Residential Tenancy Authority is transferred to the Applicant's name.



list any compensation they are seeking. List the item being claimed and the amount. The Applicant will also need to attach supporting evidence such as photos and receipts as proof to justify these claims.

### 3. List of notices

If the Applicant has issued or received any tenancy notices and they are relevant to the matter in dispute, they can be listed in the space provided.

## PAGE 6 - Part E DETAILS OF WHAT YOU SEEK FROM THE TRIBUNAL 4

The Applicant should state the reasons for the orders they are seeking. The reasons should be detailed enough so that the other party can understand what the dispute is about. The Applicant can also refer to attached supporting evidence, which should be clearly labeled.

An Applicant may provide evidence by attaching a statement or an [Affidavit](#) to the application. They can flag their evidence by writing "see attached Affidavit or Statement". Depending on the type of tenancy dispute evidence may include relevant letters, emails,

photos, receipts or tenancy forms. It is always a good idea to keep statements brief (1-2 pages). If the matter is complex (such as a bond dispute) number the paragraphs and refer to relevant evidence that should be attached.

If someone is unable to attend a QCAT hearing to put forward their evidence in person, they may provide evidence in an Affidavit, which should be attached to the application. Additionally, the person should be available to attend the hearing by teleconference if the Tribunal wishes to ask them question about their evidence.

4. What are the reasons the order/s should be made?
You must explain why you are asking for the orders by providing as much detail as possible. If you do not provide this information your application may be dismissed. If there is insufficient space, please attach additional pages.
1. The Applicant and the Respondent rented the premises in March 2020 as co-tenants (refer to the attached General Tenancy Agreement).
2. In December 2021, the police were called to the premises due to a domestic disturbance. Police issued a Temporary Protection Order (TPO) listing the Applicant as the aggrieved, and restricting the Respondent from approaching the premises (refer to the attached TPO).
3. A Domestic Violence Order (DVO) was made on 15 February 2022 which remains effective for 5 years. A condition of the DVO is that the Respondent is not permitted to enter or remain on the premises (refer to the attached DVO).
4. Since December 2021, the Applicant has kept the rent paid up to date and has demonstrated she can fulfill her obligations as a tenant (Refer to attached proof of employment, rent record/other relevant evidence).

## Part F ASSISTANCE AT THE TRIBUNAL HEARING

If an interpreter is needed at the hearing let QCAT know in advance. Tick this box. It is also a good idea to make a written request. Liaise with QCAT to see if they can provide an interpreter as requested. Applicants or Respondents may also need to organise their own interpreter support.

Part F ASSISTANCE AT THE TRIBUNAL HEARING			
Will you require an interpreter at the hearing?			
<input type="checkbox"/>	Yes - please specify language or Auslan: <input type="text"/>		
<input checked="" type="checkbox"/>	No		
Do you have any of the following needs?			
<input type="checkbox"/>	wheelchair/mobility access	<input type="checkbox"/>	speech impairment
<input type="checkbox"/>	hearing impairment/loss	<input type="checkbox"/>	vision impairment/loss
<input type="checkbox"/>	other		
If you have ticked any of these boxes, please provide details below.			
<input type="text"/>			
<input type="text"/>			
<input type="text"/>			
<input type="text"/>			

All Applicants need to sign and date the application here. If there is more than one Applicant the second Applicant can sign the form in the space below.

Sign and date here (if more than one applicant is named, then all must sign)	
The information in this application is true to the best of my knowledge.	
Applicant/s sign here	<div> <input type="text" value="a apl"/> </div> <div> <input type="text"/> </div>
Date/s	<div> <input type="text" value="01/03/2022"/> </div> <div> <input type="text"/> </div>
Print your name/s here	<div> <input type="text" value="Ms Anne Applicant"/> </div> <div> <input type="text"/> </div>

