

Moving into a room

Rooming Accommodation generally covers residents who rent a room, but share facilities like a kitchen or bathroom. The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the law that covers residential tenants and lessors as well as rooming residents and providers in Queensland.

Your rooming agreement

Your provider must give you a written agreement on or before the day you move in. The rooming accommodation agreement (RTA Form R18) is the agreement between the resident and provider/agent which sets out the terms that outlines the rights and responsibilities of the parties to the agreement. The agreement is a legally binding written contract and must be written in a clear and precise way. You need to read and sign the agreement.

Once you have signed your agreement, give it to the provider, they must also sign the agreement and give you a fully signed copy within 3 days. If the provider fails to do this they are in breach of the Act.

It is an offence for the provider to include a term in your agreement that contradicts what the Act says. Any term that contradicts the Act is invalid and not enforceable.

Your provider must keep a copy of your agreement for at least one year after the agreement ends.

If you only have a verbal agreement with your provider and don't sign any written agreement, you are still protected by the Act. The terms of your agreement will be what you and the provider verbally agreed. However, if you have a dispute and don't have a written agreement it is difficult to prove what you agreed to.

What your agreement must contain

- Your provider's name, address and any telephone number;
- Your name, address and any telephone number;
- A full description of any services provided to you e.g. food, personal care, linen;

- how much rent you need to pay, as well as when and how to pay the rent;
- how much of the rent is for accommodation, food service, personal care service and any other service;
- the amount of bond payable;
- the room number and what common areas can be used
- if the agreement is for a fixed term, state the term of the agreement ie start and end dates;
- include house rules; and
- be signed by both you and the provider.

These are standard terms of a rooming accommodation agreement. Your agreement may also contain special terms about things in your rooming accommodation, for example getting food or personal care provided.

Fixed or Periodic?

Your agreement may be a fixed term agreement or a periodic agreement. A fixed term agreement has a beginning date and an end date.

A periodic agreement has no end date, it ends when either you or the provider decide to end the agreement. See the Moving Out Rooming Fact Sheet for more information on ending rooming accommodation agreements.

A fixed term agreement may turn into a periodic agreement if the end date of the agreement passes without either party ending the agreement. All the terms and conditions of the agreement will continue to apply except the end date.

Opting in

If you live in rooming accommodation but your agreement states it is a Residential Tenancy Agreement, or you sign a Form 18a Residential Tenancy Agreement, then you will be covered by the residential tenancies provisions of the Act.

The residential tenancy laws generally provide greater protection and renting rights than the rooming accommodation sections of the Act.

What's inside

- Your rooming agreement
- House rules
- Address for the provider
- Paying Bond
- Condition reports

Who's who?

A **lessor** is the person who gives a tenant the 'right to occupy' a residential premises. Lessors often employ real estate agents to manage premises on their behalf.

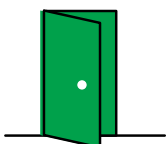
A **provider** is a person who provides rooming accommodation to residents.

Tenants Queensland (TQ) is a specialist community and legal service which has been providing services to and representing the interests of residential renters in Queensland since 1986.

QSTARS is a program providing specialist advice and support to renters, funded by the Qld Government, delivered by TQ

The **RTA** is the government authority that manages rental bonds, provides forms and information, conducts dispute resolution and investigates complaints of unlawful conduct under tenancy laws.

The Tribunal or **QCAT**, hears and makes binding decisions about residential tenancy disputes.



Moving into a room

House rules

House rules are rules about the use, enjoyment, control or management of rooming accommodation. There are two types of house rules - prescribed rules (listed in the regulations to the Act) and rules made by the provider.

House rules form part of your rooming accommodation agreement, so it is important that you ask about any house rules before you sign an agreement.

The provider must give you a copy of the house rules for the rental premises before entering into the agreement.

For more information on house rules, see [Rooming Accommodation Fact Sheet, While You are a Resident](#).

Address of the provider

On or before the time you move into your room, your provider must give you written notice of the provider's name and address for service. This is who you contact if you have any problems regarding your room.

If this information changes the provider must give you the new details within 14 days.

Paying bond

When you pay a bond make sure you get a receipt for the amount of bond you paid. If the weekly rent is \$500 or less, then no more than four weeks rent can be charged as a rental bond. There is no bond limit where the weekly rent is more than \$500.

You and the provider will need to complete an RTA Bond Lodgement (Form 2) or the bond could be lodged using the Online Bond Lodgement facility with the RTA. You will need a QGov account to lodge the bond using the RTA web services. The person you pay your bond to must lodge your bond within 10 days of receiving it. When the RTA receives your bond money they will send you an official acknowledgement with your bond lodgement number.

Condition reports

On or before the day you occupy your room the provider/agent must prepare and fill out a Condition Report (RTA Form R1) for the room and give you a copy.

When you get the Condition Report you can add your comments to the form regarding the condition of the room. You don't have to agree with what the provider has written in the Condition Report.

Sign the form and keep a copy for your records. You need to give your completed and signed Condition Report back to the provider within 7 days of moving into your room.

It's a good idea to take some photos of your room when you move in. The Condition Report and any photos you take may be useful evidence when you apply to get your bond back.

Further help

For free tenancy advice call:

1300 744 263

Open Mon – Friday 9am – 5pm
(extended hours to 7pm on Tuesdays and Wednesdays)

Tenants Queensland

Tenants Queensland (TQ) is a specialist community and legal service which has been providing services to and representing the interests of residential renters in Queensland since 1986. Queensland Statewide Tenant Advice and Referral Services (QSTARS) is managed by TQ to provide specialist tenancy advice, advocacy support and referral for Queensland renters and delivered in collaboration with partner organisations.

For more information and to access tenancy factsheets and videos visit www.tenantsqld.org.au or www.qstars.org.au.

For administration issues contact TQ on 07 3832 9447.

Residential Tenancies Authority (RTA)

The RTA is the government authority. RTA tenancy forms are available online at www.rta.qld.gov.au or call 1300 366 311

The Queensland Civil and Administrative Tribunal (QCAT or the Tribunal)

To find your local Tribunal (except for Brisbane QCAT sits in the local Magistrates Court) or get QCAT forms visit www.qcat.qld.gov.au or call QCAT on 1300 753 228

Translating and Interpreting Service (TIS National)

If you need an interpreter let us know when you call, or call the TIS National translating and interpreting service on 131 450 so they can help you contact our service.

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