

# Moving out of your room

Rooming Accommodation generally covers residents who rent a room, but share facilities like a kitchen or bathroom. See [Do you rent a room? fact sheet](#) for more information. The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the tenancy law that covers residential tenants and lessors as well as rooming residents and providers in Queensland.

## Giving notice

Written notice must be given if either you, or your provider, want to end your rooming accommodation agreement.

If the provider wants you to move out they must give you a Notice to Leave (RTA Form R12).

If you want to move out you must give your provider a Resident Leaving Form (RTA Form R13).

The form states the day you will move out. The table in this fact sheet lists how much notice must be given.

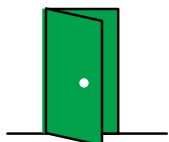
It is a good idea to keep a copy of forms you give, or receive, from your provider. This may assist you if you have a dispute with the provider. You can take photos of your forms in case the hard copies get lost whilst moving.

## If the provider breaches the agreement

If you have problems in your rooming accommodation notify your provider and try to negotiate a solution with them. If you reach an agreement, put the agreement in writing and keep a copy.

If you believe your provider has breached your rooming accommodation agreement you can give them a Notice to Remedy Breach (NTRB) (RTA Form R11).

The NTRB notifies your provider there is a problem and asks them to fix the problem by the due date on the form. Examples of a breach of your rooming accommodation agreement include: failure to carry out repairs when you notified them repairs are needed, or failure to give you a receipt when you pay your rent in cash.



When you give your provider a NTRB you should give your provider at least 5 days to remedy the breach.

## If you breach the agreement

Your provider can give you a Notice to Remedy Breach form (NTRB) (RTA Form R11) if they believe you are in breach of your rooming accommodation agreement. For example, if you are behind in your rent your provider may give you a NTRB for rent arrears.

A Notice to Remedy Breach (RTA Form R11) must:

- be on the approved RTA form;
- give details of the breach;
- state the day by which the breach must be fixed; and
- be signed by the provider.

The notice may state what steps the provider wants you to take to fix the breach or avoid further breach, such as pay the rent owed or remove rubbish from your room.

It is important for you to fix any breach by the due date on the notice. If you cannot fix the problem or if you dispute the breach notice let your provider know.

You can dispute a Form 11 breach notice, if you believe you have not breached your residency agreement. It is a good idea to do this in writing and keep a copy.

[For more information on resolving disputes see the Tenants Queensland Tenancy Fact sheet, Resolving Tenancy Disputes.](#)

## What's inside

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### 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.

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## If you want to leave

If you want to vacate your room, you should give your provider a Resident Leaving Form (RTA Form R13). Your notice must state the day you intend to end the agreement (the handover day) and whether you are ending the agreement with grounds (with a reason) or without grounds.

For example, if the provider is in breach of the agreement and you give them a NTRB but they fail to fix the problem by the due date on the notice you can give a Resident Leaving Form "with grounds", due to their failure to remedy the breach.

The table in this fact sheet lists the amount of notice you must give and the grounds (reasons) you can terminate an agreement. Alternatively you can end your agreement "without grounds" if you are ending it without a reason not listed in the Act.

You can get a Resident Leaving Form (RTA Form R13) from the RTA website or can call the RTA and ask them to mail you out a form. You can also contact Tenants Queensland for advice and assistance to fill in a form.

## If the provider wants you to leave

If the provider wants you to leave they must give you a written notice stating the reason they are ending the agreement and must give you the required amount of notice.

Alternatively your provider can give you a Notice to Leave (RTA Form R12) with grounds if you breached the agreement and failed to "remedy" the breach by the date on a breach notice.

## Mutual termination agreement

You and your provider can also come to an agreement about moving out. This agreement is sometimes called a mutual termination agreement. If you make a mutual agreement to move out put this agreement in writing. Also include any agreements about refund of your bond or any money you or the provider agree to pay.

Make sure you get a copy of the written agreement.

### How much notice must be given?

The table lists the reasons you or your provider can give a Notice to Leave (RTA Form R12), or you can give a Resident Leaving form (RTA Form R13) and how much notice must be given.

Reasons your agreement can be ended	Minimum notice PROVIDER must give you	Minimum notice YOU must give Provider
<b>Unremedied breach (rent arrears) - if you have lived there more than 28 days</b>	4 days Notice to Leave - if you fail to pay rent you owe after your provider gives you 4 days' notice to pay	Not Applicable
<b>Unremedied Breach (rent arrears) - if you have lived there less than 28 days</b>	Immediate Notice to Leave - if you fail to pay rent you owe after your provider gives you 2 days notice to pay	Not Applicable
<b>Unremedied Breach (other than rent arrears)</b>	2 days Notice to Leave - your provider must first give you 5 days notice to remedy the breach	7 days Resident Leaving Form
<b>Without Ground (Periodic Agreement)</b>	Not applicable	7 days Resident Leaving Form
<b>Without Ground</b>	Not applicable	At least 7 days
<b>End of Fixed Term Agreement</b>	14 days of end of fixed term agreement whichever is later.	Not applicable
<b>Ending of Employment</b>	1 month	Not Applicable
<b>Non-liveability (eg: storm damage). Notice can only be given within 1 month of the event.</b>	Notice can end the agreement on the same day the notice is given, but notice must be given within 1 month after then event	Notice can end the agreement on the same day the notice is given, but notice must be given within 1 month after then event
<b>Mortgagee in Possession</b>	30 days' notice to leave	
<b>Compulsory acquisition</b>	2 months	Not Applicable
<b>Serious Breach</b>	IMMEDIATE Notice to Leave	Not Applicable
<b>Excessive Hardship or Repeated breach agreement</b>	Provider can apply to the Tribunal for a termination order	Resident can apply to the Tribunal for a termination order
<b>Mutual Agreement- agreement must be in writing</b>	Ends on agreed day. No notice required, unless mutual termination agreement otherwise specifies	Not applicable
<b>Significant repair or renovations</b>	Later of 1 month after notice to leave given but if fixed term agreement not before the end of the fixed term agreement	Not applicable
<b>Change of use of premises</b>	Later of 1 month after notice to leave given but if fixed term agreement not before the end of the fixed term agreement	Not applicable

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<b>Entitlement to use the premises for student accommodation ends</b>	1 month	1 month
<b>Condition of the premises is in breach of health and safety laws or not fit for living in</b>	Not applicable	2 days However Resident cannot end agreement if condition of premises was caused by the Resident
<b>Death of sole resident</b>	7 days if no notice is issued then agreement ends 14 days after the death of the resident	7 days after the residents personal representative or relative gives the provider written notice that the agreement ends because of the residents death
<b>Death of co-resident</b>	Not applicable	7 days

To dispute the notice you can send the RTA a Dispute Resolution Request (RTA Form R16) to access the RTA free dispute service. You can also contact Tenants Queensland for information about your rights.

If the provider gives you a Notice to Leave without grounds as set out in the Act, this notice could be considered retaliatory if it is given to you because you have taken steps to enforce your rights. Retaliatory eviction is unlawful. If this happens you can apply to QCAT for an urgent hearing to challenge the notice. You must apply within 1 month of getting the notice.

If you believe your agreement is being ended unlawfully, you can contact Tenants Queensland for advice.

There are penalties for ending a rooming accommodation agreement in a way not laid out in the Act.

## If you do not leave by the notice date

### Power to remove residents

Whatever the reason for the Notice to Leave, if you have not left by the date on the form, the provider may remove you and your belongings from the premises.

A police officer must be present at the time if the provider is going to use necessary and reasonable force to remove you from the premises. The provider and anyone helping the provider may only use necessary and reasonable force to remove you.

## Is someone acting for you?

If your provider knows that:

- an administrator or attorney has been appointed under the Guardianship and Administration Act 2000 to deal with your financial affairs; or
- you have appointed an attorney to deal with your financial matters under the Powers of Attorney Act 1998 and the provider reasonably considers you have impaired capacity for a financial matter,

then the provider must instead give any notices about your rooming accommodation to the appointed person.

If you, or a person acting for you, give your provider a written notice:

- stating you have limited capacity to manage your affairs (e.g. due to language, literacy or other factors); and
- a person has been appointed to act for you in relation to your residency,

then the provider must give any notices regarding your rooming accommodation to both you, and the person you have appointed.

## Immediate Notice to Leave

The provider can issue an IMMEDIATE Notice to Leave (RTA Form R12) your room and the premises if:

- the provider reasonably believes you used your room or the common areas for an illegal purpose; or
- you:
  - were living in the premises for less than 28 days at the time your rent was due; and
  - received a breach notice for rent arrears; and
  - you failed to pay the rent arrears within the time stated in the breach notice; or
- you or your guests, intentionally or recklessly:
  - destroyed or seriously damaged the premises or a facility in the premises; or
  - endangered somebody on the premises; or
  - significantly interfered with the reasonable peace, comfort or privacy of another resident or their use of the premises.

An immediate Notice to Leave must state why you are being required to leave and be signed by the provider.

You have until the end of the day (11:59 pm) to move out if you are given an immediate notice to leave.

## Disputing a notice

You can dispute a Notice to Leave or Notice to Remedy a Breach if the notice does not comply with the Act, or if you do not agree with the reason the notice was given to you.

# Moving out of your room

## Residential Services (Accreditation) Act 2002

If you live in rooming accommodation you may also be covered by the Residential Services (Accreditation) Act 2002 ('Accreditation Act').

The Accreditation Act regulates building and service standards for residential services, such as rooming accommodation, hostels, or boarding houses, where residents rent rooms and share facilities or services.

Some rooming accommodation isn't covered by the Accreditation Act. Student accommodation is one type of rooming accommodation that is exempt from the Accreditation Act.

In Queensland the Regulatory Services Unit oversees the registration and accreditation of residential services. They aim to ensure accommodation in residential services meets required standards and conditions set out in the Accreditation Act.

The Regulatory Services Unit is part of the Department of Communities, Housing and Digital Economy. You can contact the Regulatory Services Unit if you have concerns about residential standards or if your service provider:

- does not let you see your personal records
- is receiving money to move residents between premises
- is exercising a power of attorney for a resident in favour of themselves
- retaliates against a resident for making a complaint.

To contact the Regulatory Services Unit for more information about accreditation and regulation standards for rooming accommodation residential services:

Regulatory Services

Phone: (07) 3013 2666

Email: [regulatoryservices@chde.qld.gov.au](mailto:regulatoryservices@chde.qld.gov.au)

Post: GPO Box 690, Brisbane Qld 4001

## Tenancy Facts

Tenancy facts information for renters are available at [www.tenantsqld.org.au](http://www.tenantsqld.org.au)

### Tenancy Rooming Facts include:

- Do you rent a room?
- Entry to your room
- Getting your belongings back
- Moving into a room
- Moving out of a room
- Rooming rent
- While you are a resident

## 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](http://www.tenantsqld.org.au) or [www.qstars.org.au](http://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](http://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](http://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.