

Rooming Rent



Rooming Accommodation generally covers residents who rent a room, but share facilities like a kitchen or bathroom. See the *“Do you rent a room?”* fact sheet for more information. 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.

Paying rent

It is your responsibility to pay your rent. Your rooming accommodation agreement should state:

- how much rent you pay;
- when you should pay your rent; and
- how you should pay your rent.

You may be asked to pay your rent in any of these ways:

- cash;
- cheque;
- deposit to a nominated account;
- credit card;
- EFTPOS; or
- deduction from pay, centrelink payment or benefit.

If the provider wants you to pay your rent in a way that is not listed here you do not have to agree. If you are asked to pay in a way not listed (e.g. rent card) then you should be given a notice:

- stating the costs associated with the other way of paying rent (e.g. rent card); and
- with the choice of at least two additional ways to pay your rent from the list above.

If your rent is late

If you do not pay your rent when it is due this is a breach of your agreement. Your provider can give you a Notice to Remedy Breach telling you to pay the rent. If you don't pay the rent your provider can take steps to end the agreement. See the flow chart in this fact sheet for how much notice you must be given.

Rent in advance

The provider must not ask you to pay more than two weeks' rent in advance. If you paid rent in

advance then you don't have to pay rent again until the rent you have already paid is all used up.

For example, if you pay your two weeks' rent in advance on a Monday, you cannot be asked to pay rent again until Monday two weeks later, when all the rent you paid in advance has been used up.

Rent receipts

When you pay rent your provider must give you a receipt, or make a record of your rent payment.

If you pay your rent by cash or cheque make sure you get a receipt.

If you pay your rent in person in cash you should get a receipt when you pay your rent. If you pay your rent in cash, but drop it off (i.e. don't give your cash to a person), you should get your receipt by the end of the next working day.

If you pay your rent by cheque, the provider must give you a receipt within three working days if you ask for one when making a payment.

Keep a copy of your receipts because this will be your record that you have paid your rent. If you pay your rent in another way (i.e. other than cash or cheque) the provider must keep a written rent record of all rent payments. You can ask for a copy of this record in writing and the provider must give you a copy within seven days.

Your rent receipts or the provider's payment record must include:

- your name;
- the address of the rental premises;
- the number or identifier for your room;
- the date the payment is received;
- the time for which the payment is made;
- the amount of the payment;
- that the payment is for the payment of rent; and
- if you receive services the individual amounts for any services you receive such as:
 - accommodation;
 - food service; or
 - personal care service.

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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.

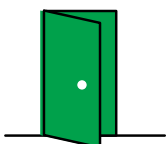
A **provider** is a person who provides rooming accommodation to residents.

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.



Rent increases

During a fixed term rooming accommodation agreement, the provider cannot increase your rent unless your agreement allows for a rent increase and states how much the increase will be, or how the increase will be worked out. However when your fixed term agreement ends your provider can offer you a new agreement with a rent increase if it has been at least 12 months since the last rent increase under the agreement.

If you're in a periodic agreement, the provider must give you four weeks' written notice of a rent increase. This notice should state the amount of the rent increase and when you need to start paying the increase. You are not required to pay a rent increase unless your provider has given you a written notice of the increase as required in the Act.

Your provider is allowed to increase your rent if your rooming accommodation agreement is changed to give you another service (e.g. getting your room cleaned).

If you consider the proposed rent increase to be excessive or not applicable (i.e. the rent increase has been charged as a result of you keeping a pet in your rooming accommodation or you are on a fixed term rooming accommodation agreement) you can apply to Queensland Civil and Administrative Tribunal (QCAT) within 30 days of receiving the notice of rent increase, for an order to either reduce the proposed increase or to stop the provider from being able to enforce the rent increase.

Rent decreases

If you and your provider make an agreement regarding a rent decrease, make sure you get the agreement in writing and keep a copy.

If you lose a service or amenity:

You may request a rent decrease from your provider if:

- a service that you normally get (e.g. cleaning your room) is no longer available, or the quality of the service decreases; or
- your room or common areas become partly unfit to live in, or their standard substantially decreases.

If you or your guests have caused damage your room or the common areas, or caused a service to stop or get worse, you will not be entitled to a rent decrease.

If you and your provider can't agree on a rent decrease, you can use the RTA's free dispute resolution service to resolve the dispute.

If you are away:

If you receive a personal care or food service at your residence and you don't use the service because you are away, you may be entitled to a rent decrease.

You must be away for at least two continuous weeks, before you can request a rent decrease for a food service.

If you use a personal care service, you can ask for a rent decrease as soon as you are away from the premises.

If you know you are going to be away, it is a good idea to tell your provider, and try to negotiate a rent decrease.

It is also a good idea to re-read your rooming accommodation agreement as it may have special terms about rent decreases.

If you reach an agreement about a rent decrease with your provider make sure you put the agreement in writing and keep a copy.

Rent owed when you leave

Your rent accumulates day to day. If correct notice is given to end the agreement you only need to pay rent for the days you occupy your room. This is called "apportionment" of the rent.

If you give notice to end the agreement and plan to move out in the middle of the week you only need to pay rent for the days you will stay there.

If you have paid rent for a full week but the agreement ends during the week the provider should refund any extra rent you have paid for the days after you move out.

If you can't agree with your provider about rent apportionment you can apply to the RTA free dispute resolution service for mediation to solve the dispute.

If you owe rent when you leave your provider can claim this money from you and you are liable to pay. However, your provider cannot seize your goods or possessions as payment for rent owed. If they do so this is a serious offence.

Resolving rent disputes

In any dispute about rent, it is a good idea to try to negotiate with your provider. Make sure you put any agreements you make in writing and keep a copy. This will be important evidence if you have a dispute about the agreement you made.

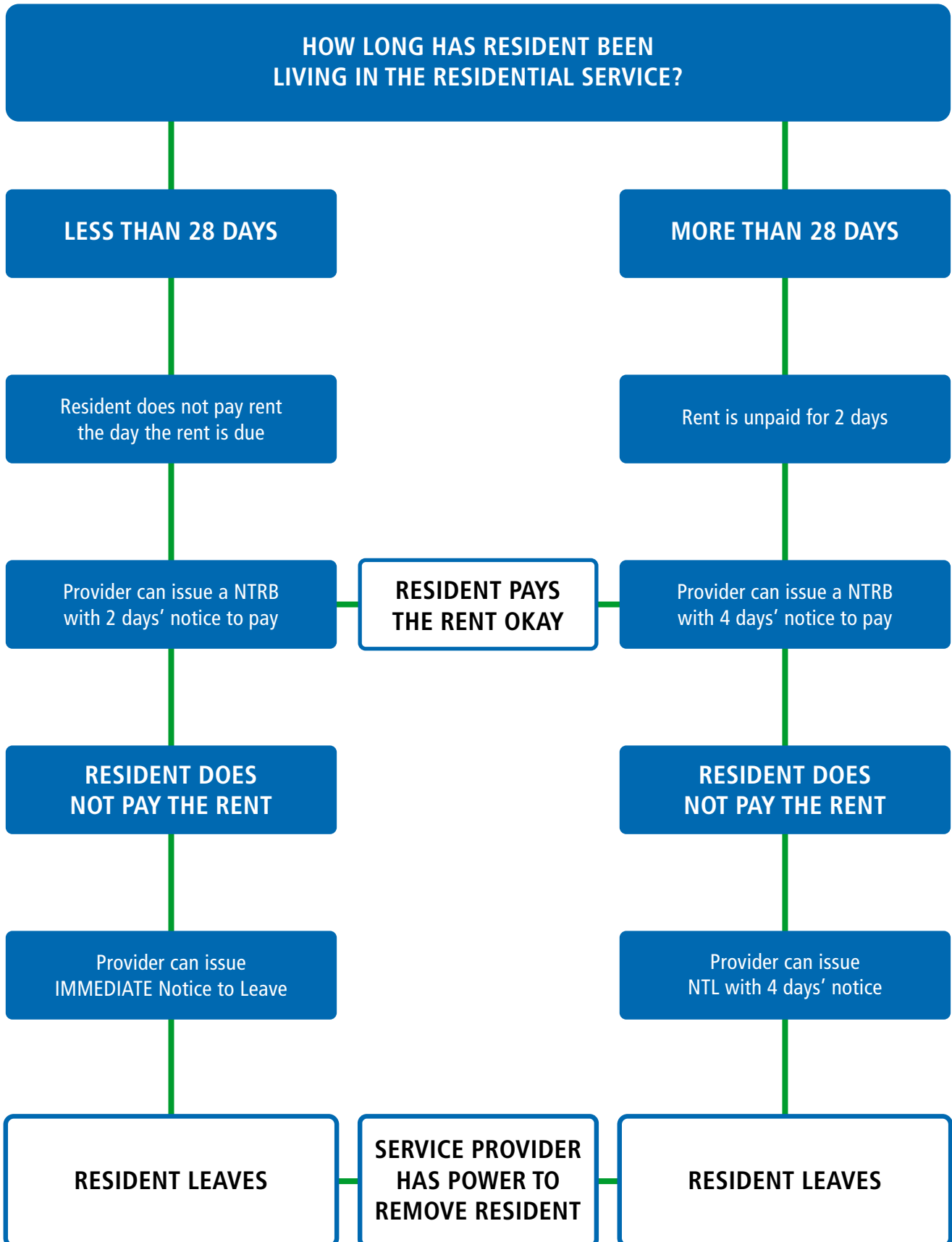
If you can't reach an agreement with your provider, you can send a Dispute Resolution Request (Form R16) to the RTA. The RTA provides a free Dispute Resolution Service that can help you and your provider reach an agreement about your residency dispute. If you reach an agreement you should ask the RTA for a written copy of the outcome.

If you and your provider can't reach an agreement during conciliation, you will be issued with a Notice of Unresolved Dispute (NURD).

You can then apply to the Queensland Civil and Administrative Tribunal (QCAT) for tenancy hearing and a final decision about your dispute. In QCAT both you and the provider will have a chance to present evidence to the member or adjudicator who will then make a final order (decision) about the dispute.

Rooming Rent

RENT ARREARS FLOW CHART



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Tribunal decisions about rent decreases

If the dispute relates to a rent decrease because of your absence from the premises, QCAT must consider:

- any special term of your agreement in relation to the matter;
- the reason why you were away;
- the amount of time you were away;
- whether you gave the provider notice of your absence;
- whether you were able to give the provider notice of your absence;
- if you gave the provider notice of the absence – the length of the notice; and
- any impact a reduction of rent would have on the provider or other residents.

QCAT can make any order it thinks is appropriate about the rent decrease.

Termination for rent arrears

If your rent is late the notice period depends on your length of residency	Minimum notice on a Notice to Remedy Breach	Minimum notice on a Notice to Leave
Less than 28 days residency, if your rent is not paid on due date	2 days notice to pay	If rent is not paid Immediate Notice to Leave
More than 28 days residency, if your rent is unpaid for 2 days	4 days notice to pay	If rent is not paid 4 days Notice to Leave
If resident fails to leave a provider does not have to apply to the Tribunal to remove a resident.	Provider can use necessary and reasonable force to remove resident Police must be present and can assist the provider. A QCAT Warrant of Possession is not required	Provider can use necessary and reasonable force to remove resident Police must be present and can assist the provider. A QCAT Warrant of Possession is not required

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.