

You want to leave

When you rent a place to live in Queensland, if you decide to move out you must follow the required steps to end the agreement. These steps are described in the *Residential Tenancies and Rooming Accommodation Act 2008* ('the Act').

Giving notice

In most situations, if you want to end your tenancy agreement you will need to give written notice. In general tenancies you must use a Notice of Intention to Leave form (Form 13) and in rooming accommodation the correct form is a Notice of Intention to Leave (Form R13).

Your notice must state the date you intend to end the agreement (the handover day) and whether you are ending the agreement with grounds, or without grounds. If you have grounds for ending the agreement (a reason set out in the Act) your notice should state this. Otherwise, your notice is 'without grounds'.

Notice periods

The amount of notice you must give will depend on the type of agreement you have and your reason for leaving. The required notice periods are summarised in the table in this Factsheet.

If you don't give enough notice, your notice may be invalid, or you may have to pay compensation to the lessor or provider if you

leave without proper notice. To ensure that you give enough notice, start counting from the day you expect the lessor, agent or provider to receive your notice, and include the handover day. If you send your notice by post, allow extra time for postal delivery. This is two to six days, or longer if you live in a remote area.

Mutual agreement

You and the lessor, agent or provider can also agree to end the tenancy at any time by mutual agreement. The agreement must be in writing and be signed by both parties. For more information see [Section- Mutual agreement below](#).

Tribunal applications

The Act also sets out certain circumstances where you can apply to the Tribunal for an urgent hearing and request an order to terminate your tenancy agreement.

What's inside

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Ending your tenancy checklist

- Give the right amount of notice in writing, using the correct form. Keep a copy.
- Pay your rent up to and including the last day on your notice (the handover day).
- Leave on or before the date on your notice.
- Leave the premises clean and in the same condition as when you moved in (except for fair wear and tear).
- Repair any damage that you have caused (you are not responsible for routine repairs and maintenance). Keep receipts (if any).
- Keep receipts for any professional cleaning you have done (such as carpet cleaning).
- Gather evidence about the condition of the premises when you move out (such as photos showing the place is clean).
- Complete an Exit Condition Report and give a copy to your lessor or agent (not required in rooming accommodation).
- If possible, carry out a joint final inspection with the lessor, agent or provider.
- Return the keys promptly when you move out.
- Use a Refund of Rental Bond form to apply to the RTA for your bond refund (if you have paid a bond) or claim your bond online using [RTA Web Services](#).

Who's who?

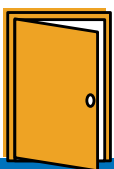
A **lessor** is the person who gives a tenant the 'right to occupy' a residential premises. Lessors often employ real estate agents to manage premises on their behalf.

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

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.



You want to leave

Giving notice that you intend to leave

The length of notice you give differs depending on the type of accommodation you live in, what type of agreement you have and your reason for leaving.

Reason you can be given a Notice to Leave	Required notice period			
	General tenancy	Rooming accommodation	Long tenancy (moveable dwelling)	Short tenancy (moveable dwelling)
Without grounds (no reason) in a periodic agreement – applies if you are ending a periodic, or ongoing week-to-week agreement, without reason.	14 days	7 days	14 days	1 day
Without grounds (no reason) in a fixed term agreement – applies if you are ending a fixed term agreement without reason. This notice can be given if the date you are leaving is before the fixed term ends, however you may be liable for compensation (see Breaking a fixed term agreement below).	The later of 14 days or the date the fixed term agreement ends	The later of 7 days or the date the fixed term agreement ends	The later of 14 days or the date the fixed term agreement ends	1 day
Unremedied breach – applies if you issued the lessor or provider with a Notice to Remedy Breach and the breach was not remedied by the due date.	7 days	7 days	2 days	1 day
Lessor non-compliance with a Tribunal order – applies if lessor fails to comply with a Tribunal order.	7 days	N/A	7 days	1 day
Non-liveability when the premises have been destroyed or made completely or partially unfit to live in, or a moveable dwelling park becomes an unfit place to live, other than because of a breach of the agreement.	The agreement ends on the day the notice is given. Your notice must be served within one month of the event that caused non-liveability.			
Non-liveability when premises can no longer be lawfully used as a residence.	The agreement ends on the day the notice is given. Your notice must be served within one month of the event that caused non-liveability.	N/A	The agreement ends on the day the notice is given. Your notice must be served within one month of the event that caused non-liveability.	The agreement ends on the day the notice is given. Your notice must be served within one month of the event that caused non-liveability.
Compulsory acquisition – applies if premises are subject to compulsory acquisition, for example, a government authority resumes the premises.	14 days Your notice must be served within one month of the event.		14 days Your notice must be served within one month of the event.	1 day Your notice must be served within one month of the event.
Lessor's intention to sell – applies if the premises are advertised for sale or there is an entry to show the premises to a prospective buyer within two months of you signing a tenancy agreement, and you were not notified of the sale prior to signing the agreement.	14 days Your notice must be issued within two months and two weeks after the start of the agreement.		14 days Your notice must be issued within two months and two weeks after the start of the agreement.	1 day Your notice must be issued within two months and two weeks after the start of the agreement.

Condition of premises – due to the lessor’s action or failure to act, the premises are not fit to live in, not in good repair, the lessor is in breach of a health and safety law, or the premises does not meet the prescribed minimum housing standards (for more information see our Minimum Housing Standards Factsheet). For all agreements this notice must be served within the first seven days on which you move in.	14 days	2 days	14 days	N/A
Death of co-tenant or co-resident (See Death of a tenant or resident below for more information.)	14 days	7 days	7 days	N/A
Death of sole tenant or sole resident.	14 days	7 days	14 days	N/A
Failure to comply with a repair order (note – this is also an offence and penalties apply).	14 days	N/A	14 days	The day it is given
A tenant or resident experiencing domestic and family violence	7 days but can vacate immediately	7 days but can vacate immediately	7 days but can vacate immediately	7 days but can vacate immediately
Entitlement to student accommodation ends	1 month	1 month	N/A	N/A
End of an agreed short tenancy period (moveable dwellings)	N/A	N/A	N/A	1 day

Breaking a fixed term agreement

When you sign a fixed term agreement, you are signing a legal contract under which you agree to rent the place for an agreed minimum period. You may have to pay compensation to the lessor or provider if you end the agreement early without a reason allowed under the Act (break lease). In some circumstances it may be possible to give the lessor, agent or provider a Notice of Intention to Leave with grounds if you have a reason allowed under tenancy law for ending the agreement early. You may also be able to apply to the Tribunal for a termination order, for example if you are experiencing excessive hardship (see [Section- Excessive Hardship for more information](#)). You should call us for assistance if you are you are breaking a fixed term agreement to ensure you are aware of your rights and the correct process to follow.

Mutual agreement

If you want to end your agreement early you can try reaching an agreement with your lessor, agent or provider. You and the lessor, agent or provider can agree to end the tenancy at any time by mutual agreement. The mutual termination agreement must be put in writing and be signed by both parties. The agreement should clearly state the day the tenancy will end and include any terms about financial liabilities, such as what will happen with the bond and whether you will pay compensation for breaking the contract. There is now a cap on break lease costs, so it is important to be aware of your rights before entering into an agreement with your lessor or agent where you agree to pay compensation. See section - [Breaking your fixed term agreement below for more information](#).

Breaking your fixed term agreement

If you want to end your agreement early, you can give your lessor, agent or provider a Notice of Intention to Leave form. If you terminate your tenancy and leave before the end of the fixed term agreement without a reason allowed under the Act (break lease), you may be liable to pay compensation to the lessor or provider for breach of the contract.

For tenancy agreements entered into before 30 September 2024, the lessor can claim the reasonable costs of reletting the premises from you. Your lessor may claim this compensation from your bond or seek additional compensation from you.

Your financial liabilities may include, but are not limited to:

- compensation for any loss of rent until a new tenant or resident moves in, or the fixed term expires, whichever occurs first
- advertising costs (if incurred)
- a re-letting fee (generally equal to one week’s rent plus GST).

For agreements entered into from 30 September 2024, there is a prescribed limit on reletting costs if you end your agreement early. Break lease costs are capped to the smaller of two amounts. The cap on re-letting costs applies to both residential tenancy and rooming accommodation agreements.

Where the fixed term of your lease is three years or less, there are two ways that break lease costs can be calculated, and you can only be required to pay the smaller of these two amounts.

Option one is to calculate the amount of rent to cover the period between when you leave (hand over vacant possession of the premises) and the date a new agreement commences after the property or room is relet (i.e. when a new tenant or resident is found and the date their agreement starts).

Option two is to calculate the amount based on the percentage of your tenancy or rooming accommodation agreement remaining. You can refer to the table below to do this.

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How much of your agreement has expired (how long you have been at the place)Leave	Break lease costs
Less than 25 per cent	4 weeks rent
More than 25 per cent and less than 50 per cent	3 weeks rent
Between 50 per cent and 75 per cent	2 weeks rent
More than 75 percent	1 weeks rent

The break lease costs you will be required to pay are the smaller of the two amounts calculated under option one and option two.

If your agreement is longer than three years, the reletting costs you must pay to the lessor or provider are calculated differently. The reletting costs you must pay are the smaller amount of either:

- an amount of rent equal to the rent that would be payable by the tenant between the tenant handing over vacant possession of the premises and the date a new agreement commences after the premises are relet, or
- one month's rent for every 12-month period remaining on the agreement, up to a maximum amount equal to six month's rent.

This rule only applies if your contract is for a fixed term longer than three years (i.e. it does not apply if you have been living in the same property/ room for longer than three years, your lease has been renewed multiple times and your current lease is three years long or less).

Duty to minimise financial loss

For all agreements, the lessor, agent or provider must take reasonable steps to keep their losses to a minimum and cannot claim compensation for any expense that could have reasonably been avoided. For example, the lessor or provider should advertise the property and take other reasonable steps to find new tenants as quickly as possible.

You should contact us for advice if you are breaking a fixed term agreement, so you are aware of your rights and the correct process to follow.

Transfer and sub-letting

If you have a residential tenancy agreement, you can seek written permission from the lessor or agent, to sublet the premises or transfer the agreement to prospective new tenants. If you need to move out before the end of a fixed term agreement this is one way to minimise any compensation claim against you.

The lessor or agent cannot unreasonably refuse your request to transfer or sublet the premises, however they can request compensation for reasonable expenses incurred in agreeing to the transfer or sublet.

If you have a dispute over your request to transfer or sublet premises, you can apply to the RTA Dispute Resolution Service for assistance. If the RTA cannot help you to resolve the dispute, you can apply to the Tribunal for a decision.

If you rent from the State government, a community housing provider, your employer, or if you are in a short tenancy (moveable dwelling) agreement, your lessor has the power to make the final decision on your request to transfer or sublet.

Transfer

A transfer is when you pass all your legal obligations under the tenancy agreement to a new tenant. Your lessor or agent must give written consent before a new tenant can move in. The new tenant may be required to go through an application process. Any change to an existing shared tenancy agreement must be signed by all parties. This change can be initialled on the original agreement or included in a signed attachment. If a new tenant takes over the whole tenancy, the lessor or agent will usually ask them to sign a new tenancy agreement.

Subletting

Subletting is when you rent out part, or all the premises, to someone else. You must have written permission from the lessor or agent before you can sublet the premises. As head-tenant, you continue to be responsible for the tenancy, whether or not you are living in the premises. You are responsible for the actions of your sub-tenant, including any unpaid rent or damage to the premises.

When you sublet to someone else, you become their lessor and will have the same responsibilities as a lessor under the Act, such as an obligation to lodge any bond payment, ensure there is a written agreement, and provide rent receipts or keep a rent record.

Keep copies of any notices you give to the lessor, agent or provider. They could be important evidence if you have a dispute.

Leaving if the lessor or provider fails to fix a breach

If your lessor or provider fails to remedy a breach of the agreement, you may be able to take steps to end the agreement. You must first use a Notice to Remedy Breach form to notify the lessor or provider about the breach.

Using a Notice to Remedy Breach form

If the lessor, agent or provider is in breach of the agreement, you can give them a Notice to Remedy Breach. On this notice write the details of the breach, what the lessor or provider must do to remedy (fix) the breach and the date the breach must be fixed.

In residential tenancies, you must give the lessor or agent at least seven days' notice to remedy the breach from the date they receive the notice. In rooming accommodation, your notice should give the provider five days to remedy the breach.

Using a Notice of Intention to Leave form

If the lessor, agent or provider does not fix the breach by the due date on your notice, you may take steps to end the agreement 'with grounds' due to the lessor or provider's unremedied breach of the agreement.

In residential tenancies and rooming accommodation if the lessor or provider fails to remedy a breach of agreement you can give seven days' notice on a Notice of Intention to Leave form and move out. You only need to give two days' notice for long term tenancy moveable dwelling agreements and one days' notice for short tenancy moveable dwelling agreements. If you have a fixed term residential tenancy agreement the breach must be serious to justify ending the agreement early. There is a risk that your lessor or agent may dispute your notice, refuse your bond claim and/or try to claim compensation from you if you end your agreement early. You should make sure you have copies of the Notices you have given, and evidence about the seriousness of the breach. This is important if there is a dispute about your Notices.

You should seek advice if you are unsure if the breach is serious enough to justify ending the tenancy. You can contact us for advice about this.

Applying to the tribunal

If your lessor, agent or provider fails to comply with a Notice to Remedy Breach within the allowed remedy period, you can also apply to the Tribunal to seek a termination order. This is an urgent application. This option is less risky if you have a fixed term residential tenancy agreement, as it is the Tribunal that decides whether the breach is serious enough to justify ending the tenancy.

Keep copies of any notices you give to the lessor, agent or provider. They could be important evidence if you have a dispute.

Applying to the Tribunal to end your tenancy – Urgent applications

In some circumstances you may be able to apply directly to the Tribunal to end your agreement. Some applications are urgent applications, meaning you do not need to engage with the RTA's Dispute Resolution Service before making the application.

Excessive hardship

If you experience excessive hardship and are unable to continue in a fixed term residential tenancy or rooming accommodation agreement, you can apply directly to the Tribunal for an urgent hearing to terminate your agreement due to excessive hardship. The Tribunal can make an order to terminate the tenancy from a particular date. Examples of excessive hardship can include serious illness or loss of employment. If you apply to the Tribunal, you will need evidence of your circumstances.

If you experience hardship but do not want to apply to the Tribunal, you could negotiate with the lessor, agent or provider to end your tenancy by mutual agreement. If you reach an agreement, it must be put in writing.

Repeated breaches

If the lessor, agent or provider breaches the agreement in the same way three times in a 12-month period, you can apply to the Tribunal for an urgent hearing to end the tenancy because of a 'repeated breach' of the agreement.

This applies if you gave the lessor, agent or provider a Notice to Remedy Breach on two occasions for a similar breach and each time they remedy the breach by the due date. If they breach the agreement in a similar way for a third time (within a 12-month period) you can apply directly to the Tribunal for an urgent hearing to terminate your tenancy due to repeated breaches. You do not need to issue a third Notice to Remedy Breach or a notice to end the agreement, before you apply to the Tribunal.

The repeated breaches must relate to certain sections of the Act including: general obligations regarding repairs and maintenance of the premises or facilities, unlawful entry and/or breach of quiet enjoyment.

In the Tribunal, you will need to show evidence that you have issued two previous breach notices and that the repeated breaches are serious enough to justify early termination of the agreement. In making a decision, the Tribunal may consider the seriousness of the breach, the period in which the breaches were committed, and the length of the tenancy. If the Tribunal agrees to terminate your tenancy agreement, it may also make an order for compensation if you incur costs because of the lessor or provider's repeated breaches.

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Damage or injury by lessor or co-tenant

If the lessor or your co-tenant has caused or is likely to cause serious damage to you, to someone you have allowed onto the property, or to your possessions, you can apply directly to the Tribunal for an urgent hearing to end the agreement. If you have applied to the Tribunal for a termination order, and you have good reason to believe that the lessor or your cotenant may cause further damage or injury, you can also make an urgent application to the Tribunal for a restraining order.

Lessor's objectionable behaviour

If the lessor has harassed, intimidated, or verbally abused you or someone you have allowed onto the premises, you can apply directly to the Tribunal for an urgent hearing to end the agreement. The Tribunal may grant the order if you have sufficient evidence of the lessor's objectionable behaviour and the behaviour is serious enough to justify the termination of the agreement.

Applying to the Tribunal to end your tenancy – Non-urgent applications

In some circumstances you can apply to the Tribunal to end your agreement early, however you first need to participate in dispute resolution with the RTA to try to resolve the dispute with your lessor or provider. You can request dispute resolution by completing a Form 16 Dispute Resolution Request and sending it to the RTA. If the RTA cannot help you to resolve the dispute, they will give you a Notice of Unresolved Dispute. You will then be able to apply to the Tribunal requesting that your agreement end early.

Misrepresentation

Within the first three months of moving in, you can apply to the Tribunal to terminate your agreement because of misrepresentation. This application can be made by both general tenants and rooming residents. You can apply to the Tribunal for a termination order if your lessor, agent, provider or provider's agent gave you false or misleading information about the condition of the rental premises, room or inclusions; the services provided; something likely to affect your quiet enjoyment of the property; the agreement or any other document that must be provided to you; or your (or the lessor or provider's) rights and obligations under the agreement. The tribunal must be satisfied that false information justifies termination. You need to lodge a Form 16 Dispute Resolution Request to the RTA within the first three months of occupying the premises.

Ending your agreement due to domestic and family violence

You can end your interest in a residential tenancy or rooming accommodation agreement by giving your lessor, agent or provider a minimum of 7 days' notice on a Notice Ending Tenancy Interest (for residential tenancies) or Notice Ending Residency Interest (for rooming accommodation) form. These forms are available on the RTA's website. Although you need to give at least 7 days' notice, you can choose to leave immediately after giving the notice and paying the 7 days rent.

You will need to provide documents as evidence of the domestic violence. You can choose to provide a copy or allow your lessor, agent or provider to inspect copies of documents.

The following documents are considered relevant evidence when ending your tenancy due to domestic violence:

- a protection order
- a temporary protection order
- a police protection notice
- an interstate order
- an injunction for personal protection under the Family Law Act 1975 (Cth)
- a Domestic and Family Violence Report (available on the RTA website) signed by an authorised professional.

An authorised professional includes: a registered health practitioner; social worker; refuge or crisis worker; a domestic and family violence support worker or case manager; Aboriginal and Torres Strait Islander medical service; or a solicitor.

Alternatively, you can make an urgent application to the Tribunal for a termination order if your co-tenant has caused or is likely to cause serious damage to you, to someone you have allowed onto the property, or to your possessions.

See our [factsheets on domestic and family violence](#) for more information.

You should use an Exit Condition Report to record the condition of the premises when you move out. After moving out, claim your bond via the RTA's website at www.rta.qld.gov.au

If you abandon the premises

If you have a residential tenancy agreement and move out without giving a notice to end the agreement, you are abandoning the premises. If this happens, the lessor or agent can take steps to terminate the agreement.

If a lessor or agent believes that you have abandoned the property, they can either deliver an Abandonment Termination Notice to the premises or apply directly to the Tribunal for an urgent order declaring that the premises are abandoned.

If you receive an Abandonment Termination Notice and want to dispute the notice, you must respond within seven days by making an application to the Tribunal disputing the notice. If you do not respond within seven days, the premises are legally considered to be abandoned.

If you abandon the premises, the lessor can apply to the Tribunal to claim compensation from you for any costs they incur because of your abandonment. If you abandon the premises and the amount you owe is greater than the bond, the lessor may list you on a tenancy database. This may make it difficult for you to rent another property.

Abandonment of the property is a serious tenancy problem. If you abandon the premises or the lessor takes steps to end your agreement on this basis, you should immediately contact us to seek advice.

Death of a tenant or resident

If a sole tenant or sole resident dies and no other action is taken to end the agreement, the agreement ends one month after the death of the sole tenant in a general tenancy, or two weeks after the death of the sole resident in rooming accommodation. If a representative of either the tenant or resident gives notice to end the agreement because of the death of the tenant or resident, the agreement will end two weeks after the notice was given in general tenancies, or seven days in rooming accommodation. Alternatively, the parties can agree to end the agreement at an earlier date, or the lessor, agent or provider can apply to the Tribunal for an order to terminate the agreement.

If your co-tenant or co-resident dies you may give the lessor or provider a Notice of Intention to Leave the premises if continuing your tenancy agreement would be impractical or cause you excessive hardship. This does not apply to a residential tenancy that is a short tenancy (moveable dwelling). In the case of excessive hardship, you can also apply directly to the Tribunal for an order terminating the agreement.

Moving out

When you move out on the handover day it is important to take all your goods with you, leave the place clean, in a similar condition to the start of the tenancy (reasonable fair wear and tear excepted) and promptly return all keys.

You should also use an Exit Condition Report to record whether or not the place is clean and in good condition when you leave. This form is available on the RTA's website. As the tenant, it is your responsibility to fill in an Exit Condition Report and give a copy to the agent or lessor when you return the keys.

In rooming accommodation Exit Condition Reports are not required but are useful if you have paid a bond. You can use the Condition Report for rooming accommodation and mark "Exit Condition Report" at the top of the form.

It is also useful to gather additional evidence to show you have met your obligations, such as photos and cleaning receipts. This evidence may be useful if you have a dispute over the bond refund.

Once you have filled in your Exit Condition Report, you must give a copy to your lessor, agent, or provider to complete. Remember to keep a copy for your own records. The lessor or agent has three business days to conduct the exit inspection, fill in the Exit Condition Report and return a signed copy to you at the forwarding address you included on your form.

At the end of your tenancy you can apply to the RTA for your bond refund. You can use a Refund of Rental Bond form or apply online to the RTA website at www.rta.qld.gov.au. Always fill in the bond refund amounts before you sign the form as signing a blank Refund of Rental Bond form is like signing a blank cheque. You can lodge your own Refund of Rental Bond form with the RTA as soon as the tenancy ends. How the RTA deals with your bond refund claim will depend on whether you and the lessor, agent or provider, agree on the bond refund.

For more information, see the [Rental Bond Factsheet](#).

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Withdrawing your notice

If you have a residential tenancy agreement and issue a Notice of Intention to Leave, but later decide you want to continue in the tenancy, contact the lessor or agent to withdraw your notice. You must get written agreement from the lessor or agent to withdraw your notice. You can only withdraw your notice before the handover day stated in the notice. It is up to your lessor or agent to decide whether you can continue with the agreement.

If you do not withdraw the notice, and do not move out on the handover day, your lessor or agent can apply to the Tribunal to terminate the tenancy due to your failure to leave as intended. If you want to stay, you should attend the hearing to explain your situation and ask the Tribunal to allow you to continue with the tenancy. If your situation has changed and you need more time to move out talk to the lessor or agent about this and try to reach an agreement.

Tenancy Facts

Tenancy fact sheets for renters are available at www.qstars.org.au

Tenancy fact sheets include:

- Renting in Queensland
- Starting a tenancy
- Rental bonds
- Rent and other charges
- Entry and privacy
- Repairs and maintenance
- You want to leave
- Lessor ends the tenancy
- Resolving tenancy disputes
- Tenancy databases
- Pets in Rental Properties

Further help

Queensland Statewide Tenant Advice and Referral Services (QSTARS)

QSTARS provides specialist tenancy advice, advocacy support and referral for Queensland renters.

Contact QSTARS for tenancy advice:

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. QSTARS is managed by TQ and delivered in collaboration with partner organisations.

For administration issues contact TQ on 07 3832 9447 or visit www.tenantsqld.org.au

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 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.