

Overview of the 1 May 2025 Tenancy Law Changes – What you need to know



Changes to tenancy law were passed by Queensland Parliament on 23 May 2024 and will impact your tenancy or rooming agreement under the Residential Tenancies and Rooming Accommodation Act 2008 ('the Act'). Some of the changes commenced on 6 June 2024 and 30 September 2024, while other changes are commencing on 1 May 2025.

This is a quick snapshot of the key changes starting from 1 May 2025.

Rental application process

From 1 May 2025, there will be a number of changes to the rental application process. It is important to be aware that these changes do not apply to applications submitted to a lessor, agent or provider before 1 May 2025. However, they do apply to rental applications submitted from 1 May 2025 onwards.

Rental application forms

When you apply for a rental property, the agent, lessor or provider will now only be able to ask you to use an application form that complies with the Act and requires only the following information:

- your name and contact details
- your date of birth
- details of any previous residential tenancy agreements or rooming accommodation agreements you have entered into
- your current employment
- your income
- your financial ability to pay rent if you cannot provide details about your current employment or income
- referees
- the length of the tenancy agreement
- the number of people who will live in the property and the number of people under 18 years old who will live in the property

- the number and type of pets you plan to keep at the property
- the number and type of vehicles that you plan to park on the premises.

Supporting documents

The tenancy law changes also mean that a lessor, agent or provider may request information from you only if it relates to the information outlined above, or includes no more than two documents about each of the following:

- documents verifying your identity
- documents about your ability to pay rent
- documents about your suitability for the residential tenancy or rooming accommodation agreement.

Information the lessor, agent or provider cannot request

From 1 May 2025, there will be categories of information that a lessor, agent or provider cannot ask you to provide information about. A lessor, agent or provider must not ask you for the following information:

- legal action taken by you, including dispute resolution or matters considered by the Tribunal
- any Notices to Remedy Breach you may have given to a lessor or provider
- any Notices to Remedy Breach that the lessor or provider may have given you
- your history in relation to rental bonds, including any claim on a rental bond
- statements of your credit accounts or bank accounts detailing transactions.

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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**.

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

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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It is important to be aware that the lessor, agent or provider can still request this information from your referees or your previous lessor, agent or provider.

Allowing prospective renters to provide identity documents for sighting only

If you apply for a rental property and are asked to provide documents to prove your identity, you no longer need to provide your lessor, agent or provider with a copy of the original identity document. You now have a choice to instead allow the lessor, agent or provider to sight or access the original document. If an original identity document is sighted by the agent, lessor or provider, they must not keep a copy of it without your consent.

Choice of how to submit your rental application

When applying for a rental property, the agent, lessor or provider must now give you two ways to submit the application form. At least one way must not be a restricted way. A restricted way is defined as a way that involves you having to use an online platform to give personal information to a person other than the lessor, provider or agent, or a way that requires you to pay money.

If the lessor is a public or community housing provider, they are not required to use an application form that complies with these new provisions.

Privacy of renters' personal information

The tenancy law changes include new rules designed to increase privacy for renters and protect your personal information. These provisions include:

- your personal information is only to be collected and used to assess your suitability during the rental application process and/or to manage the tenancy
- lessors, agents and providers must ensure your personal information is securely stored
- if you apply for a rental property and do not become a tenant or resident, your personal information must be securely destroyed within three months after you made your application
- lessors, agents or providers must securely destroy your personal information within seven years after the end of your residential tenancy or rooming accommodation agreement.

However, in some situations you may consent to your information being stored for a longer time, for example to remain on a waitlist for a type of specialist accommodation.

Entry - Minimum notice periods and frequency

From the 1 May 2025, the amount of notice your agent, lessor or provider must give you before entry will increase from 24 hours to 48 hours in a range of circumstances. There will also be changes that limit how frequently your lessor, agent or provider can enter your property at the end of your tenancy.

Minimum notice period increased from 24 hours to 48 hours

An agent, lessor or provider must now give you 48 hours notice on the approved entry notice form before entering your rental property, in circumstances where they previously had to provide 24 hours notice.

Grounds and notice periods - General tenancy

For general tenancies, the 48-hour notice period applies to the following types of entry:

- to inspect the premises for a short tenancy moveable dwelling
- to inspect repairs or maintenance within 14 days after completion of the work
- to inspect that a significant breach of the agreement has been remedied by you
- to carry out repairs or maintenance
- to comply with requirements of the Fire and Rescue Service Act in relation to smoke alarms, or to comply with requirements of the Electrical Safety Act in relation to approved safety switches
- to show the premises to a prospective buyer or tenant
- to allow for valuation of the premises
- if the lessor or provider believes you have abandoned the premises.

For general tenancies, lessors or agents must still provide 7 days notice before entering to conduct a general inspection.

Grounds and notice periods – Rooming accommodation

For rooming accommodation agreements, the 48-hour notice period applies to the following types of entry:

- to inspect your room
- carry out pest control
- make routine repairs or carry out maintenance to the room
- show the room to a prospective buyer or resident
- to allow for a valuation of the premises
- to install, maintain or replace a smoke alarm.

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The provider only needs to give 24 hours notice before entering to clean your room.

The provider or selling agent must also provide an entry notice to both the resident and the agent to whom you normally pay rent, complying with the minimum notice periods outlined above, before entering your room.

Allowed frequency of entries prior to vacate

If you have given a Notice of Intention to Leave to your lessor, agent or provider, or your lessor, agent or provider has given you a Notice to Leave, they must not enter your property/room more than twice in a seven-day period.

This rule does not apply to the following grounds of entry for a general tenancy agreement:

- to comply with the Fire and Emergency Services Act 1990 in relation to smoke alarms
- to comply with the Electrical Safety Act 2002 in relation to approved safety switches
- if you agree to the entry
- in an emergency
- if the lessor or their agent believes on reasonable grounds that the entry is necessary to protect the premises or inclusions from imminent or further damage.

This rule does not apply to the following grounds of entry for a rooming accommodation agreement:

- if you agree to the entry
- in an emergency
- if the provider believes you have abandoned your room
- to carry out urgent repairs.

Fixtures and structural changes

From 1 May 2025, there will be a new process for tenants and residents to request fixtures and structural changes.

A lessor or provider must respond to a tenant or resident's request within 28 days

There will be an approved form that you can use to request approval from your lessor or provider to attach a fixture or make a structural change. This form is available on the [RTA website](#). After you have completed and sent the form to your lessor or provider, your lessor or provider must respond to your request within 28 days (or a longer period if you agree) and either approve or refuse the request. Your lessor or provider may agree subject to conditions; however they must not act unreasonably in refusing your request.

If the lessor or provider does not approve your request

If your lessor or provider does not approve your request, you may apply to the Tribunal for an order about the attachment of a fixture or making of a structural change. The Tribunal may make any order that it considers appropriate about the attachment of the fixture or making of the structural change. In deciding the order, the Tribunal may have regard to:

- the potential for the fixture or structural change to improve the safety, security and accessibility of the premises for you
- the likelihood that the fixture or structural change can be removed at the end of your tenancy, or the premises can be restored to the condition it was in at the beginning of your tenancy
- whether the fixture or structural change you have requested would add value to the premises and whether the lessor or provider may treat the fixture or structural change as an improvement to the premises
- whether building approvals are required for the proposed fixture or structural change
- whether the proposed fixture or structural change would need to be installed by a qualified tradesperson
- if the premises are part of a body corporate scheme, whether body corporate approval is required for the fixture or for the structural change to be made
- for a proposed structural change, the extent to which the proposed structural change will modify the premises
- any other matter the Tribunal considers relevant.

If body corporate approval is required

If your rental property is under a community management scheme (body corporate), a body corporate law or by-law may apply, or body corporate approval may be required before your request to attach a fixture or make a structural change can be approved. Your lessor or provider must still decide whether to approve or refuse your request and advise you of their decision within 28 days. If the lessor or provider approves your request, they must state that their approval is subject to the agreement of the body corporate.

If the lessor or provider approves your request, the lessor must forward your request to the body corporate within the same 28-day period and advise you as soon as reasonably possible of the body corporate's decision about your request.

If the body corporate approves your request, you may then attach the fixture or make the structural change in accordance with the agreement of the lessor or provider, and subject to any conditions of the agreement given by the lessor.

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Agreements to attach fixtures or make structural changes must be in writing

If your lessor, agent or provider approves your request to attach a fixture or make a structural change, the agreement must be in writing, describe the nature of the fixture or change, and include any conditions of the agreement, including:

- your maintenance obligations if the fixture is attached
- whether you may remove the fixture
- when and how removal may be performed
- any obligation for you to repair damage caused to the premises or to compensate the lessor or provider for their reasonable costs in repairing the damage caused by removal of the fixture
- if you are not allowed to remove the fixture, any obligation for the lessor or provider to compensate you for any improvement the fixture makes to the premises.

If you attach a fixture or make a structural change without the consent of the lessor or provider

If you attach a fixture or makes a structural change without the agreement of your lessor or provider, or in a way that is inconsistent with their agreement, they have two options. The lessor or provider may issue you a Notice to Remedy Breach to remove the fixture or reverse the structural change, or they may waive the breach and treat the fixture or change as an improvement to the premises.

Disclosure of benefits – lessors, agents and providers

The lessor or provider and their agent must now tell you if they will receive any financial benefit if you choose a particular rent payment method.

Unlawful conduct by agents, lessor or providers

Many of the tenancy law changes commencing from 1 May 2025 have penalty units attached to them. This means that if your lessor, provider or agent does not follow the new laws, they could be fined. This includes if they:

- fail to use an application form that is compliant with the Act and the regulations
- request information or documents from you that they are not allowed to request
- keep a copy of an original identity document that you provided for sighting only
- fail to provide you with at least two ways to submit your application form, or fail to offer you a way to submit your application that does not use a third-party platform and is cost free
- use your information for a purpose other than assessing the suitability of your application or managing your tenancy

- fail to store your personal information in a secure way or to destroy it within the period specified under the new laws.

If your lessor, agent or provider does not follow the new laws, you can report them to the RTA and request an investigation.

Other tenancy law changes in effect

The first stage of rental law changes passed by Queensland Parliament on 23 May 2024 commenced on Assent on 6 June 2024. The second stage commenced on 30 September 2024. A summary of the key changes already in effect is provided below. For further information see [2024 Tenancy law changes – What you need to know fact sheet](#) and [Overview of the 30 September 2024 Tenancy Law Changes – What you need to know fact sheet](#).

Tenancy law changes 6 June 2024

- The lessor, agent or provider is no longer allowed to solicit, invite, or accept an offer for rent that is more than the amount stated in the advertisement for the rental property.
- At the time the property is advertised or offered for rent, the lessor, agent or provider is no longer allowed to accept an offer of rent in advance for the property that is more than the maximum amount of rent in advance allowed.
- The 12-month rent increase frequency limit now applies to the premises and not a particular residential tenancy or rooming accommodation agreement. Public housing and community housing that applies an income-based rent policy is exempted.
- Tenancy and rooming accommodation agreements and notices of a rent increase must now disclose the date of the last rent increase for the premises.
- If requested by a tenant or resident, the lessor or provider must provide evidence of the date of the last rent increase for the premises within 14 days. Any evidence provided must be de-identified.
- The lessor or provider can apply to the Tribunal for an order to increase the rent within the 12-month limitation period if the lessor or provider would otherwise experience undue hardship.
- There is a new ground of entry for rooming accommodation where entry is required to install, maintain, or replace a smoke alarm.
- It has been clarified that provisions of the Act about rental bonds apply to rooming accommodation agreements where provider lives at premises and not more than 3 rooms are available to rent.
- New heads of power have been introduced to enable regulation to prescribe a portable bond scheme; processes for changes to the property for safety, security and accessibility; and rental sector code of conduct.
- A tenancy or rooming accommodation agreement can now be terminated before the end of a fixed term if a community titles scheme is terminated for economic reasons under the BCCM Act.
- There are new grounds to issue a Notice to Leave or Notice of Intention to Leave for end of short tenancy (moveable dwelling).

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Tenancy law changes 30 September 2024

- Your lessor, agent or provider have to offer you two ways to pay rent including a way that does not incur more than usual bank costs and is reasonably available, ensuring any financial benefits received are disclosed.
- Your lessor or provider must give you with a copy of utility bills within four weeks of receiving the bill from the supply authority.
- There is now a prescribed limit on reletting costs based on the proportion of the lease remaining when tenants or residents break lease.
- The lessor, agent or provider is required to substantiate any claim on the rental bond by providing tenants or residents with appropriate evidence.
- The maximum bond amount of 4 weeks' rent applies to all rental agreements.
- The RTA is allowed to share confidential information about renters, property owners and property managers with the Office of Fair Trading and Department of Housing, Local Government, Planning and Public Works for the purpose of undertaking compliance and enforcement or administering bond loans.

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

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.