

# Moving out of your room

This fact sheet is for rooming accommodation residents. 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.

## Moving out

### Giving notice

In most circumstances, 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 (Form R12).

If you want to move out, you must give your provider a Notice of Intention to Leave (Form R13).

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

### 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 this agreement must be put in writing. It should also include any agreement 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.

### Tribunal Applications

The Act also sets out certain circumstances where you or the provider can apply to the Tribunal for a hearing and request an order to end the rooming agreement. See section - Tribunal applications for more information.

## If you want to leave

If you want to leave, you must give your provider a written notice stating the reason you are ending the agreement and you must give the required amount of notice. In some circumstances, you may also be able to apply to the Tribunal for an order (decision) to end your residency. See section – Tribunal applications for more information.

If you want to vacate your room, in most circumstances you should give your provider a Notice of Intention to Leave (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.

If you are ending your agreement without a reason listed in the Act, you can give your provider a Notice of Intention to Leave “without grounds”.

However, if you are leaving because of a reason listed in the Act, you can give a Notice of Intention to Leave “with grounds”. For example, if the provider is in breach of the agreement and you give them a Notice to Remedy Breach but they fail to fix the problem by the due date on the notice, you can give them a Notice of Intention to Leave “with grounds”, due to their failure to remedy the breach. For more information see section - If the provider breaches the agreement.

The table in this fact sheet lists the amount of notice you must give and the grounds (reasons) you can end an agreement and vacate early.

You can get a Notice of Intention to Leave (Form R13) from the RTA website or call the RTA and ask them to mail you out a form. You can also contact us for advice and assistance to fill in the form.

## What's inside

- Moving out
- If you want to leave
- If the provider wants you to leave
- Disputing a notice
- Bond refunds
- Tribunal applications
- Retaliatory action against a resident
- Is someone acting for you?
- Residential Services (Accreditation) Act 2002

### Who's who?

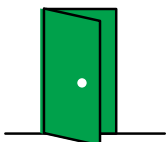
A **lessor** is the person who gives a **tenant** the 'right to occupy' a residential premises. Lessors often employ real estate agents to manage premises on their behalf.

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.



# Moving out of your room

## How much notice must be given?

Reasons you can end your agreement	Minimum notice YOU must give Provider
Unremedied breach	7 days
Without grounds (Periodic Agreement)	7 days
Without grounds (Fixed Term Agreement)	Later of 7 days or the day the agreement ends
Non-liveability - property destroyed or made completely or partly unfit to live in (e.g. fire, storm damage)	The agreement ends on the day the notice is given (notice must be given within 1 month of the event causing the premises to be non-liveable).
Entitlement to use the premises for student accommodation ends	1 month
Condition of the premises is in breach of health and safety laws or not fit for living in	2 days (Notice must be given within the first 7 days of occupying the room). However the resident cannot end the agreement using this ground if the condition of the premises was caused by the resident.
Death of sole resident	7 days
Death of co-resident	7 days
A resident experiencing domestic and family violence	7 days but can vacate immediately

## If you want to break lease

If you want to end your agreement before the end of a fixed term lease without a reason allowed under the Act, you may have to pay compensation to the provider.

For rooming agreements starting before 30 September 2024, the provider can claim:

- compensation for any loss of rent until a new resident moves in, or the fixed term expires, whichever occurs first
- advertising expenses
- other expenses relating to work carried out to relet the room.

Your lessor or provider may claim this compensation from your bond or seek additional compensation from you.

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.

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 will only need 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 and the date a new agreement commences after the property or room is relet (i.e. when a resident is found and the date their agreement starts).

**Option two** is to calculate the amount based on the percentage of your rooming accommodation agreement remaining. You can refer to the table at the top of the following page to do this.

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 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 you between when you leave and the date a new agreement commences after your room is 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.

For all agreements, the 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 provider should advertise the property and take other reasonable steps to find a new resident as quickly as possible.

How much of your agreement has expired (how long you have been at the place)	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 per cent	1 weeks rent

## 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 (Form R11).

The Notice to Remedy Breach 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 Notice to Remedy Breach you should give your provider at least 5 days to remedy (fix) the breach.

If the provider does not remedy the breach by the due date on your notice, you may take steps to end the agreement 'with grounds' due to their unremedied breach of the agreement.

# Moving out of your room

In 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.

If you have a fixed term agreement the breach must be serious to justify ending the agreement early. If you are unsure about this, you can contact us for advice.

## 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. In some circumstances, they may also be able to apply to the Tribunal for an order (decision) to end your residency. For more information see section – Tribunal applications.

## How much notice must be given?

The table lists the reasons your provider can give you a Notice to Leave (Form R12) and how much notice they must give you.

Reasons your agreement can be ended	Minimum notice PROVIDER must give you
<b>Unremedied breach (rent arrears) – if you have lived there more than 28 days</b>	4 days (if you fail to pay rent you owe after your provider gives you 4 days' notice to pay)
<b>Unremedied breach (rent arrears) – if you have lived there less than 28 days</b>	Immediately (if you fail to pay rent you owe after your provider gives you 2 days' notice to pay)
<b>Unremedied breach (other than rent arrears)</b>	2 days – your provider must first give you 5 days' notice to remedy the breach
<b>End of fixed term agreement</b>	14 days or end of fixed term agreement, whichever is later
<b>Ending of employment (if you occupy the room under terms of employment)</b>	1 month
<b>Non-liveability - property destroyed or made completely or partly unfit to live in (e.g. fire, storm damage)</b>	The agreement ends on the day the notice is given (notice must be given within 1 month of the event).
<b>Mortgagee in possession</b>	30 days
<b>Compulsory acquisition</b>	2 months
<b>Sale contract</b>	1 month and not before the end of the fixed term
<b>Serious breach</b>	Immediately
<b>Planned demolition and redevelopment</b>	2 months and not before the end of the fixed term
<b>Significant repair or renovations</b>	1 month and not before the end of the fixed term
<b>Change of use of premises</b>	1 month and not before the end of the fixed term
<b>Entitlement to use the premises for student accommodation ends</b>	1 month
<b>Death of sole resident</b>	7 days (if no notice is issued then agreement ends 14 days after the death of the resident)

## If you breach the agreement

Your provider can give you a Notice to Remedy Breach (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 Notice to Remedy Breach for rent arrears.

A Notice to Remedy Breach must:

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

There is a minimum amount of time that the provider must give you to fix the breach, depending on the type of breach and the length of your residency. For more information, see the table below.

Type of breach/length of residency	Minimum notice PROVIDER must give you to remedy the breach
<b>Unpaid rent – if you have lived there more than 28 days</b> <b>The notice can be given when rent has been unpaid for at least two days.</b>	4 days
<b>Unpaid rent – if you have lived there less than 28 days</b> <b>The notice can be given as soon as the rent became due.</b>	2 days
<b>General (a reason other than unpaid rent)</b>	5 days

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. It is also a good idea to call us to get advice.

## Immediate Notice to Leave

The provider can issue an immediate Notice to Leave (Form R12) if the provider reasonably believes:

- you used your room or the common areas for an illegal purpose
- 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 (minimum two days' notice is required)
- you or your guests intentionally or recklessly destroyed or seriously damaged the premises or a facility in the premises; 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.

# Moving out of your room

## If you do not leave by the notice date

Whatever the reason for the Notice to Leave, if you have not left by the date on the form, the provider has the power to remove you and your belongings from the premises. If you refuse to leave, the provider and anyone helping the provider may use necessary and reasonable force to remove you. However, a police officer must be present at the time if the provider is going to use necessary and reasonable force to remove you.

## 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. It is a good idea to do this in writing and keep a copy. You can also send the RTA a Dispute Resolution Request (RTA Form 16) to access the RTA's free dispute resolution service. It is a good idea to contact us for advice about your rights.

For more information on resolving disputes see [Resolving Tenancy Disputes fact sheet](#).

## Bond refunds

At the end of your agreement, you can apply online to the RTA for your bond refund <https://www.rta.qld.gov.au/rta-web-services/online-bond-refund>. You can also use a Form 4 Refund of Rental Bond form available on the [RTA website](#). 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 claim your bond as soon as your agreement ends. How the RTA deals with your bond refund claim will depend on whether you and the agent or provider, agree on the bond refund.

## Tribunal applications

The Act sets out certain circumstances where you or the provider can apply to the Queensland Civil and Administrative Tribunal (QCAT or the Tribunal) to end your rooming accommodation agreement. It is a good idea to call us for advice if you want to make a Tribunal application or if the provider applies to the Tribunal to end your residency, to make sure you understand your rights and the correct process to follow.

### Application made by the resident

You may be able to apply to the Tribunal to end your rooming accommodation agreement early in some circumstances.

- Repeated breaches – you can apply to the Tribunal if you give the provider two Notices to Remedy Breach, the provider remedies the breaches by the due date and then breaches your agreement again in the same way within 12 months.
- Excessive hardship – you can apply directly to the Tribunal to end your fixed-term residency agreement early if you would suffer excessive hardship if your agreement was not ended. You need to be able to provide evidence to the Tribunal to support your application.

These are both urgent applications, which means you can apply directly to the Tribunal without needing to first go through the RTA's dispute resolution process.

- Misrepresentation – as a resident, you can also apply to the Tribunal to end your agreement within the first three months of occupying your room if your provider gave you false or misleading information about your room.

This is a non-urgent application, so you would first need to send a Dispute Resolution Request (Form 16) to the RTA and participate in the RTA's free conciliation service. If your dispute cannot be resolved through conciliation, you may then apply to the Tribunal.

### Application made by the provider

In some situations, your provider can apply directly to the Tribunal to end your residency.

- Repeated breaches – your provider can apply to the Tribunal if they give you two Notices to Remedy Breach, you remedy the breaches by the due date and then breach your agreement again in the same way within 12 months.
- Excessive hardship – the provider can apply to the Tribunal to end your fixed-term residency agreement early because they would suffer excessive hardship if your agreement was not ended. The provider needs to provide evidence to the Tribunal to prove their excessive hardship.

## Retaliatory action against a resident

If the provider takes steps to end your agreement after you take an action to enforce your rights, this could be considered a retaliatory action. Retaliatory action is unlawful and can also include giving you a Notice to Remedy Breach (other than a notice for rent arrears), increasing the rent on your room or refusing to offer you another rooming accommodation agreement.

If this happens you can apply to the Tribunal (QCAT) for an urgent hearing to challenge the provider's action. If you want to dispute a Notice to Leave, or another action of the provider which you believe is retaliatory, **you must apply to the Tribunal within one month of the provider taking the action.**

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

If you believe your agreement is being ended unlawfully, you should contact us for advice.

## 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.

# Moving out of your room

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.

## 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 Housing. 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@housing.qld.gov.au](mailto:regulatoryservices@housing.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).

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.