

RTA Contact Details & Common Forms



Your agreement to rent a property is covered under the Residential Tenancies and Rooming Accommodation Act 2008.

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the Residential Tenancies and Rooming Accommodation Act 2008. The RTA provides tenancy information and support, bond management, dispute resolution, education services, and compliance and enforcement.

Please find the RTA contact information below

www.rta.qld.gov.au

Phone
1300 366 311

Postal address
GPO Box 390
Brisbane Qld 4001

Physical address
**For the health and safety of our customers and staff, the RTA recommends calling our Contact Centre for tenancy or rental bond enquiries. You can also use RTA Web Services 24/7 for essential bond transactions.

Level 11, Midtown Centre,
150 Mary Street
Brisbane Q 4001

Hours
Monday - Friday: 8.30am - 5.00pm
(excluding public holidays)

RTA Web Services is available 24 hours a day, 7 days a week for requesting bond refunds, submitting individual and bulk bond

lodgements, updating customer details, changing bond contributors, and requesting tenancy and bond related dispute resolution.

Interpreter
Other languages
You can access a free interpreter service by calling the RTA (Monday to Friday, 8.30am to 5.00pm - AEST time zone).

Calling from within Australia
Call 1300 366 311.

Calling from overseas
International callers: +61 7 3224 1600 (+10 hours UTC).

Hearing impaired customers
If you are deaf, or have a hearing or speech impairment, contact the National Relay Service then ask for 1300 366 311.

TTY users: phone 133 677
Speak and Listen users: phone 1300 555 727
Internet relay users: connect to the National Relay Service

Commonly used facts sheets & forms can be found below:

- Pocket Guide for tenants (Form 17a).
- Entry and privacy - General tenancies.
- Domestic and family violence report.
- Domestic and family violence - information for tenants.
- Notice to remedy breach (Form 11).
- Notice of intention to leave (Form 13).
- Dispute resolution request (Form 16).
- Lease break, abandonment & goods left behind.



Information Statement Form 17a

Pocket guide for tenants – houses and units

Changes to Queensland tenancy laws came into effect on 20 October 2021 and are being implemented in phases.

- **Domestic and family violence protections for tenants and residents were strengthened from 20 October 2021.**
- **Changes to reasons for ending tenancies, a new framework to negotiate renting with pets and the introduction of repair orders commenced on 1 October 2022.**
- **Minimum housing standards commenced for new tenancies from 1 September 2023. If a new tenancy agreement is signed or an existing agreement is renewed, the property must meet minimum housing standards.**
- **Minimum housing standards will come into effect for all remaining tenancies from 1 September 2024.**

Learn more about these changes at rta.qld.gov.au or call us on 1300 366 311.

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the *Residential Tenancies and Rooming Accommodation Act 2008*. The RTA provides tenancy information and support, bond management, dispute resolution, education services, and compliance and enforcement.

When renting...

You must

- pay the rent on time
- keep the property clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- abide by the terms of the tenancy agreement
- respect your neighbours' right to peace and quiet

The property owner/manager must

- ensure the property is vacant, clean and in good repair at the start of the tenancy
- respect your privacy and comply with entry requirements
- carry out repairs and maintenance
- meet all health and safety laws
- lodge your bond with the RTA

Your tenancy details

Property owner/manager contact details

Bond number

Tenancy end date

Emergency repairs contact/s

This information is for general guidance only. It is not legal advice. The RTA cannot guarantee the accuracy or completeness of the information provided. For more information refer to the *Residential Tenancies and Rooming Accommodation Act 2008*.

Moving in

Tenancy agreement

A [General tenancy agreement](#) (Form 18a), also called a lease, is a legally binding written contract between you and the property owner/manager. It must include standard terms and may include special terms (e.g. pool maintenance).

You and the property owner/manager must sign the agreement and you should be given a copy.

Period of tenancy agreement:

- Fixed term agreement – has a start date and an end date and you agree to rent the property for a fixed amount of time (e.g. 12 months)
- Periodic agreement – when you agree to rent the property for an unspecified amount of time (there will be a start date but no end date)

Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RTA. The property owner/manager must not hold your bond. You can lodge your bond directly with the RTA using [RTA Web Services](#). Alternatively, once the bond is paid, the property owner/manager must give you a receipt and complete a [Bond lodgement](#) (Form 2) which you must sign. The property owner/manager must lodge the bond with the RTA within 10 days. Check with the property owner/manager. You will receive notification from the RTA once the bond has been lodged.

Bond increases

Your bond can be increased if your rent is increased. Any extra bond money paid by you must be lodged with the RTA by the property owner/manager or you. You can do this directly via [RTA Web Services](#).

Rent

Generally you will be asked to pay rent in advance before, or when, you move in.

- For a fixed term agreement: a maximum of 1 month's rent in advance
- For a periodic agreement: a maximum of 2 weeks rent in advance

You can't be asked to pay more rent until the rent in advance has been used up.

When rent is paid electronically, you must arrange for the money to leave your account on a certain day, and the rent is considered paid on this day.

Rent increases

Rent can only be increased if it has been at least 12 months since the current rent amount became payable.

Rent cannot be increased during a fixed term agreement unless it is stated in the agreement and even then 2 months notice (in writing) must be given.

Rent can be increased in a periodic agreement by giving 2 months notice (in writing).

Rent decreases

Rent decreases may occur when there is a drop in the standard of the property, a decrease in services provided (e.g. the availability of car parking), or if a natural disaster (e.g. flooding, fire) makes the property partially unfit to live in. Any agreement about a rent decrease should be put in writing and signed by the property owner/manager and tenant.

Water usage

You can be charged full water consumption costs only if the property owner/manager meets a specific set of conditions. Check your tenancy agreement and our website for more detail.

Water bills may be issued quarterly or half-yearly. Check with your property owner/manager how often and when bills are issued. These bills should be provided to you within a reasonable timeframe, and you must pay within one month of the bills being provided.

Electricity/gas/phone/internet

Check your tenancy agreement – in most cases you will need to arrange connection and pay for the services. Check with the property owner/manager to clarify arrangements for internet or TV connections, satellite dish installation or solar electricity rebates (if applicable).

Entry condition report

The property owner/manager must give you an [Entry condition report](#) (Form 1a).

It is important for you to take the time and check the condition of the property at the start of the tenancy. This will help to avoid disputes about the condition of the property when you move out. You must complete the report and return a signed copy to the property owner/manager within 7 days. The property owner/manager must give you a copy of the signed final report within 14 days.

The RTA also recommends taking photos and attaching them to the report as proof of the condition of the property.

During a tenancy

Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. The property owner/manager is responsible for ensuring the property is fit to live in and in a good state of repair, including carrying out general repairs and maintenance during your tenancy. They must also make sure the property complies with any health and safety laws.

Minimum housing standards, which clarify repair and maintenance obligations and introduce compliance mechanisms in enforcing these standards, will commence:

- for new tenancies on 1 September 2023, and
- for all tenancies on 1 September 2024.

Minimum housing standards

Minimum housing standards, which clarify repair and maintenance obligations, commenced for new tenancies from 1 September 2023.

If a new tenancy agreement is signed or an existing agreement is renewed, the property must meet minimum housing standards. The property must continue to comply with minimum housing standards throughout the tenancy.

Minimum housing standards will come into effect for all remaining tenancies on 1 September 2024.

Routine repairs

You should notify the property owner/manager of any necessary repairs. They will generally carry out repairs or organise someone to do them. You should not carry out repairs without written consent.

If you have notified the property owner/manager of a repair, and they don't make the repair within a reasonable time, you can apply for free dispute resolution at the RTA and may have the option to apply for a repair order from the Tribunal after conciliation.

When entering the property for repairs the property owner/manager must provide the appropriate entry notice period. If you or your guests damage the property, you will have to pay for the repairs.

What to do for emergency repairs

If the property owner/manager or nominated repairer listed on your tenancy agreement (or the front page of this guide) cannot be contacted, you can:

1. arrange for a qualified person to carry out emergency repairs to a maximum value of 4 weeks rent (check your tenancy agreement to clarify what is an emergency repair).
If you pay the repairer, you will need to give the receipt to the property owner/manager who must pay you back within 7 days. Keep copies of all receipts. Alternatively, you can ask the property owner/manager to pay the repairer directly.
2. Make an urgent application to the Tribunal for a repair order for the emergency repair.

Smoke alarms

Property owners/managers must install and maintain smoke alarms in rental properties, in line with Queensland legislation. Visit Queensland Fire and Emergency Services (qfes.qld.gov.au) for more information. Tenants also have responsibilities including testing and cleaning smoke alarms and replacing batteries. See our website for more information.

Fixtures

Fixtures can only be added with the property owner/manager's written consent and they do not have to agree to the request if they give a good reason.

A tenant experiencing domestic and family violence can arrange for a qualified tradesperson to change the locks in their rental property to ensure their personal safety. The tenant must provide copies of the keys to the property owner/manager unless the property owner/manager agrees to not being given a copy of the key.

A tenant cannot change locks to common property in community title schemes.

Requesting to rent with a pet

If you wish to keep a pet at the property, you must seek written approval from the property owner using a [Request for approval to keep a pet in rental property \(Form 21\)](#).

The property owner must respond in writing within 14 days after receiving your request.

- If they approve, they can outline additional reasonable conditions for the approval of the pet. You may agree to the outlined conditions or try to negotiate.
- If they do not approve the request, they must provide a specific reason under the legislation for rejecting the request.

When considering keeping a pet, you must also adhere to other applicable rules such as house rules, local council laws or body corporate by-laws.

Inspections and viewings

Routine inspections can be carried out every 3 months to ensure the property is well cared for and there are no maintenance or health and safety issues.

The property owner/manager may also need to enter the property for repairs or a viewing if it is being re-let or put up for sale. In most cases they must give you an [Entry notice](#) (Form 9) before they can enter. However, they may enter in an emergency or if you verbally agree with the entry. Entry must occur at a reasonable time. For open home inspections (when multiple inspections occur at the same time), your written consent must be sought by the property owner/manager. Visit our website for more details.

Sub-letting and co-tenancies

If you want to rent out a room or part of the property, you must seek written permission from the property manager/owner and they must have good reason to say no.

Check your tenancy agreement first, talk to your property owner/manager and get any agreed arrangements in writing. Head-tenants have the same responsibilities as a property owner/manager including giving their sub-tenant a receipt for bond money paid and lodging the bond with the RTA.

Problems

If you do something wrong

If you breach the agreement, the property owner/manager can issue a [Notice to remedy breach](#) (Form 11).

Example: you don't pay the rent as per the tenancy agreement and it remains unpaid for 7 days or more or you do not keep the property in the agreed condition.

If you don't fix the problem you may be given a [Notice to leave](#) (Form 12) by the property owner/manager.

If the property owner/manager does something wrong

If the property owner/manager breaches the agreement, you can issue a [Notice to remedy breach](#) (Form 11).

Example: the property owner/manager fails to keep the property well maintained, does not respond to a repair request or enters the property without the correct notice.

If you have notified the property owner/manager of a repair and they have not taken action within a reasonable timeframe, you may have the option to apply to the Tribunal for a repair order.

Resolving problems

Good communication is the key to resolving most problems. Find out your rights and responsibilities and talk to the property owner/manager directly. If this does not work, the RTA's free and impartial dispute resolution service may be able to help. If it remains unresolved, you may be able to take the matter to the Queensland Civil and Administrative Tribunal (QCAT).

Extending your fixed term tenancy

If you want to stay on under a new fixed term agreement, and there are no changes other than the end date, you and the property owner/manager should sign a letter or statement that includes the new date.

If there are changes to any of the terms of the agreement, the property owner/manager will need to prepare a new written tenancy agreement and you must both sign it before the old one ends. If there is a significant change (e.g. a rent increase you think is excessive) you can dispute it, but only after you've signed the new agreement. Note that the rent cannot be increased unless at least 12 months have passed since the last rent increase.

If the end date of a fixed term agreement goes by without any contact between you and the property owner/manager, it continues as a periodic agreement.

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Moving out

Ending your fixed term or periodic agreement

You cannot move out at the end of a fixed term agreement without giving notice.

If you wish to leave you must give 14 days notice in writing. If the property manager/owner wants you to leave they must give you 2 months notice.

You must continue to pay rent until you move out.

You must leave the property in the same condition it was in before you moved in, fair wear and tear excepted.

Remember to disconnect your electricity, gas, telephone and internet from your current property and re-direct your mail when you move out.

Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you may be responsible for compensating the property owner/manager for lost rent until another tenant can be found or the tenancy ends.

You may also be liable for other costs such as the cost of re-letting the property and advertising.

If the property owner/manager wants to claim compensation from you, they should make an effort to limit the loss or expense.

For example, if the property manager/owner is charging you for rent while they find a new tenant, they should readvertise the property as soon as possible.

Excessive hardship

If you experience excessive hardship and are unable to continue the tenancy, you can make an urgent application to QCAT to end the tenancy.

Examples of excessive hardship can include serious illness or loss of employment.

The person applying to QCAT will need to show evidence of their circumstances. QCAT may make orders regarding compensation to the property owner/manager and terminating the tenancy from an agreed date.

Exit condition report

You should complete an [Exit condition report](#) (Form 14a). It shows the condition of the property when you leave and compares it to the condition of the property when you moved in. If possible you should try to arrange a final inspection with your property owner/manager.

The property owner/manager should complete their side of the report, sign it and return a copy to you within 3 business days of receiving it.

The RTA recommends taking photos and attaching them to the report to prove the condition of the property.

Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the property owner/ manager for rent, damages or other costs. You can apply on, or after, handover day to have your bond money returned. You need to provide the RTA with your contact details, forwarding address and bank account details to receive your bond refund. You can update your details quickly and easily online using [RTA Web Services](#).

Bonds can only be refunded into Australian bank accounts. The quickest and easiest way to get your bond back is an agreed refund between you and your property owner/manager.

If you and the property owner/manager agree on the refund amount

You and the property owner/manager can request a bond refund online using [RTA Web Services](#). Alternatively, you and your property owner/manager must sign the paper based [Refund of rental bond](#) (Form 4) and submit it to the RTA. The RTA will refund the bond as directed within a few days.

If you and the property owner/manager disagree

The RTA encourages you and your property owner/manager to try and resolve any issues in the first instance. Either you or the property owner/manager can submit a bond refund form online using [RTA Web Services](#) or the paper based [Refund of rental bond](#) (Form 4).

The RTA will process the first refund request made (Party A). If the other person (Party B), whose signature/ agreement is missing, disagrees with Party A's refund request, they can dispute the claim within the timeframe stated to prevent payment.

The RTA will send Party B a Notice of claim and Party B can disagree digitally via Web Services or submit a [Dispute resolution request](#) (Form 16) to the RTA by the due date. If the RTA does not receive a digital response via Web Services or a completed Form 16 from Party B within the 14 day period as stated on the notice, the bond will be paid out, as directed on Party A's bond refund form.

If Party B disagrees on the bond refund through the above process, it will commence the dispute process with the RTA's dispute resolution service where a conciliator will try to help resolve the disagreement. If agreement is reached, both parties will need to sign a bond refund form and the bond is paid out as what is agreed in this process.

If agreement is not reached, Party B (the person who disputed the refund form) can apply to QCAT for a decision. They must do so within 7 days and notify the RTA in writing of the QCAT application within the correct timeframe.

If no QCAT application is lodged by Party B within the 7 day timeframe, the RTA will pay the bond as directed on Party A's bond refund form. More details on dispute resolution are available at rta.qld.gov.au and information about QCAT can be found at qcat.qld.gov.au.

Domestic and family violence support

Domestic and family violence in a rental property

Domestic and family violence is any form of violence or abuse where the abusive person is a spouse (including de facto), an intimate or dating partner, a family member or an informal carer.

A person who experiences domestic and family violence in a rental property has rights under tenancy law, even if they are not named on the tenancy agreement.

If someone in a rental property is experiencing domestic and family violence and no longer feels safe living in the property, they can end their interest in a tenancy agreement by providing the property owner or manager seven days notice of their intention to vacate supported by relevant evidence. They can vacate before 7 days but they are responsible for paying rent until the end of the 7 day notice period.

Tenants can complete a [Notice ending tenancy interest \(domestic and family violence\)](#) (Form 20) to end their interest in a tenancy agreement.

Tenants and property owners/managers can also complete a [Bond refund for persons experiencing domestic and family violence](#) (Form 4a) to request a rental bond refund for their bond contribution or a tenant's bond contribution due to a tenancy interest ending on grounds of experiencing domestic and family violence.

It is critical that property owners/managers maintain the privacy of a tenant who is experiencing domestic and family violence to ensure their safety. Penalties apply for those who do not follow the legislated requirements. Learn more about your rights and responsibilities at rta.qld.gov.au.

A person can also apply to QCAT to:

- end the tenancy agreement
- be listed as the tenant
- remove the name of the person who has committed an act of domestic violence from the tenancy agreement
- prevent their personal information being listed in a tenancy database where a breach of the agreement is a result of the actions of a person who has committed an act of domestic or family violence.

Every person has a right to feel safe and live free from violence. If there is violence in your home, you may be able to apply for a domestic violence order (DVO).

Visit the Queensland Courts website courts.qld.gov.au for more information on domestic violence orders.

If you are affected by domestic and family violence and/or sexual abuse, you can contact any of the organisations below for free and confidential support and assistance.

Contact information

Residential Tenancies Authority

w rta.qld.gov.au

t 1300 366 311 (Mon – Fri: 8.30am – 5pm)

Emergency

Police, firefighters or ambulance

t 000 (triple zero)

Tenants Queensland

w tenantsqld.org.au

t 1300 744 263

National Relay Service

Assistance for people who are deaf and/or find it hard hearing or speaking

t 133 677

Other languages

You can access a free interpreter service by calling the RTA.

t 1300 366 311 (Mon – Fri: 8.30am – 5pm)

Lifeline

Crisis support and suicide prevention services

t 13 11 14

DV Connect

Domestic, family and sexual violence support services

w dvconnect.org

t 1800 811 811 – Womensline

t 1800 600 636 – Mensline

t 1800 010 210 – Sexual Assault Hotline

1800 RESPECT

National sexual assault, domestic and family violence counselling service

w 1800respect.org.au

t 1800 737 732

Aboriginal Family Domestic Violence

Victims rights, counselling and financial assistance

t 1800 019 123

Stay informed

Sign up for **news** and **useful information** about renting in Queensland rta.qld.gov.au

Entry and privacy – General tenancies

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the main law that governs renting a place to live in Queensland. This fact sheet contains information on how the Act applies when the owner/manager wants to enter the premises.

The owner/manager must take reasonable steps to ensure tenants have quiet enjoyment of their rented home. This means the owner/manager must not interfere with the tenant's reasonable peace, comfort and privacy in using the premises.

However, the owner/manager has the right to enter premises to inspect them and to carry out maintenance and management tasks if they follow the Act's processes.

Can the owner/manager enter if the tenant is not present?

Tenants do not have to be present for an entry unless it is a condition of an agreed entry. However, the RTA recommends the owner/manager enters at a time the tenant can be present.

What if the tenant doesn't want the owner/manager to enter?

The law says that the tenant cannot stop the owner/manager from entering the premises if the correct notice has been given and the entry is at a reasonable time.

However, the owner/manager cannot enter if they do not enter during the time period specified on the [Entry notice](#) (Form 9).

For what reasons can the owner/manager enter?

- The owner/manager can enter the premises for reasons set out in the Act (refer to table). Notice must be given in writing on a form called an Entry notice (Form 9).
- The owner/manager can enter at any time without notice if the tenant agrees, but only at the time agreed to by the tenant.
- The owner/manager can also enter at any time without notice in an emergency, or if there are reasonable grounds to believe entry is necessary to protect the premises from damage.

The amount of notice the owner/manager must give depends on the reason for entering the premises.

Reason	Notice required
To inspect	Seven days
To carry out repairs or maintenance	24 hours
To check repairs or maintenance has been completed as requested	24 hours
To check the tenant has fixed a significant breach* after being given a Notice to remedy breach (Form 11). Entry is limited to two weeks of the expiry of the Form 11	24 hours
To comply with smoke alarm laws	24 hours
To comply with safety switch laws	24 hours
To carry out repairs where the premises is remote and there is a shortage of qualified repairers	None
To show a prospective tenant or purchaser the premises	24 hours
To carry out a valuation	24 hours
To check if the premises are abandoned**	24 hours

* Significant Breach is a breach relating to any of the following:

- using the premises for an illegal purpose
- exceeding the number of occupants allowed
- keeping a pet on the premises without the owner/manager's permission, or
- another matter, if the reasonable cost of rectifying the matter exceeds one weeks rent for the premises.

** For more information, see the [Lease break, abandonment and goods left behind](#) fact sheet.

What if the owner/manager is looking for another tenant or wants to sell the premises?

The owner/manager can only enter to show the premises to a prospective tenant:

- if a [Notice to leave](#) (Form 12) was given to the current tenant, or
- the current tenant gave a [Notice of intention to leave](#) (Form 13) to the owner/manager.

An [Entry notice](#) (Form 9) must also be given allowing 24 hours notice of the entry.

The owner/manager may only enter the premises to show a prospective purchaser if a [Notice of lessor's intention to sell premises](#) (Form 10) was issued before, or with, the Entry notice.

The owner/manager can only hold an open house or on-site auction if the tenant agrees in writing.

To help protect the privacy of tenants, photos showing a tenant's possessions, for example in advertising, can only be used if the tenant agrees in writing.

Entry by selling agent

The selling agent must give an Entry notice allowing 24 hours notice of the entry.

If the tenant does not know the selling agent, they can request written evidence of their appointment from the owner/manager before they agree to entry. Where an agent is not the renting agent, they must give an Entry notice to the tenant and a copy to the renting agent. They must also give the renting agent a copy of the Notice of lessor's intention to sell premises.

Are there any limits to entry?

- The owner/manager can only enter the premises on a Sunday, public holiday, or between 6.00pm and 8.00am with the tenant's agreement.
- The owner/manager renting or selling the premises must specify on the Entry notice a two-hour time period during which they intend to enter the premises. The owner/manager must enter the property during the stated two-hour period. They can stay in the property past the end of the two-hour period to complete the job. This does not apply to entry by other people such as tradespeople or valuers, alone or with the owner/manager.
- The owner/manager must not allow a prospective buyer to enter the premises unaccompanied, unless the tenant agrees.
- General inspections cannot take place more than once every three months, unless the tenant agrees. The owner/manager and tenant may also agree to less frequent inspections.
- For entry to show the premises to prospective purchasers or tenants, reasonable time must have elapsed since the last entry for the same reason.

Are the rules different for moveable dwellings?

Except for the following situations, the entry rules are the same for moveable dwelling tenancies:

- The owner/manager for a moveable dwelling tenancy in a moveable dwelling park may include a term in a tenancy agreement stating when and how they may enter the site only to carry out maintenance (e.g. to mow the lawn). When this occurs as per the agreement, an Entry notice is not needed.
- The owner/manager for a short tenancy (moveable dwelling) may enter to inspect the premises giving 24 hours notice via an Entry notice.

How can the tenant dispute an entry?

If the tenant feels their right to quiet enjoyment of the premises is being breached, they should start by discussing this with the owner/manager. If this is unsuccessful, the tenant can give a [Notice to remedy breach](#) (Form 11) to the owner/manager.

Either party can request tenancy dispute resolution online via [RTA Web Services](#) or by submitting a completed paper [Dispute resolution request](#) (Form 16) to the RTA. Conciliators at the RTA are impartial and do not advocate for either party. They guide the conciliation process but cannot make a decision on the outcome of the dispute.

Important: Help is available for customers who are unable to use RTA Web Services or post. Please call us on 1300 366 311 if you require urgent help to submit a Dispute resolution request form. Your options will be discussed on a case by case basis.

If disputing parties cannot reach agreement through conciliation, a *Notice of unresolved dispute* will be issued. The person who lodged the initial dispute resolution request may choose to apply to the Queensland and Civil Administrative Tribunal (QCAT) for a decision. Parties can also apply to QCAT for an urgent matter (as listed in the Act).

Accessing RTA forms

The RTA's forms can be obtained electronically or in person via:

- rta.qld.gov.au • 1300 366 311 (Mon – Fri: 8.30am – 5.00pm) • Level 11, Midtown Centre, 150 Mary Street, Brisbane



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8.30am to 5.00pm).

Further information

For more information contact the Residential Tenancies Authority.



rta.qld.gov.au



1300 366 311



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Disclaimer:

This fact sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 is the primary source on the law and takes precedence over this information should there be any inconsistency between the Act and this fact sheet.

v14 Jan24



Fact sheet

Lease break, abandonment and goods left behind

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the law that governs renting a place to live in Queensland. This fact sheet contains information and a summary of how the Act applies but should not be relied on as legal advice for specific cases.

Terms used in this fact sheet

- Abandoned is when the tenant leaves the premises permanently without ending the tenancy agreement.
- Lessors/agents are the people who give the tenants the right to live in the premises (e.g. the property owners), or their representatives (e.g. real estate agents/property managers).
- Premises is the house, unit or caravan being rented.
- Tenants are the people who have been given the right to live in the premises.
- Tribunal is a court that makes final, legally binding decisions on tenancy disputes.

A lessor/agent who believes on reasonable grounds that the premises is abandoned must formally end the agreement before they can take possession of the premises and deal with any property left behind by the tenant.

Can lessors/agents go into premises they believe are abandoned?

Lessors/agents may serve an *Entry notice* (Form 9) giving 24 hours notice to enter the premises for an inspection if they believe on reasonable grounds that the premises have been abandoned.

What are reasonable grounds?

Many factors could be considered reasonable grounds including some or all of the following:

- rent has not been paid
- a build-up of mail or newspapers still in the mailbox
- observations of neighbours or others that suggest the tenants have abandoned the premises
- the absence of household goods
- gas, telephone and electricity services have been disconnected, or
- the tenant does not respond to attempts to contact them.

How can the tenancy agreement be ended?

There are two ways to end a tenancy agreement for abandonment.

1. **The lessor/agent can apply to the Tribunal for an order saying the premises is abandoned.** This way is recommended if there is doubt about whether the premises is abandoned or not. A tenant who disagrees with the order declaring the premises abandoned may apply to the Tribunal within 28 days of the decision to have it reviewed.
2. **The lessor/agent can give the tenant an *Abandonment termination notice* (Form 15).** This notice should be served to the tenant in the usual way such as by mail or hand delivered to the premises. A notice can only be sent via email when the tenant has agreed to receive electronic notifications in the rental agreement. If the tenant does not apply to the Tribunal within seven days to have the notice set aside, then the tenancy agreement will be ended seven days after the date the notice was issued.

If the former tenant is dissatisfied with the *Abandonment termination order* issued by the Tribunal, they can apply to the Tribunal within 28 days after the date of the order for the decision to be

reviewed. If the Tribunal is then satisfied the premises were not abandoned, an order for compensation for expenses incurred by the former tenant may be made.

Can lessors/agents claim compensation?

The lessor/agent can apply to the Tribunal for compensation if they lose money, due to rent owing or costs for damages caused either during the tenancy or after abandonment.

Can the rental bond be returned?

The rental bond can be returned, but if an *Abandonment termination notice* has been served, the RTA cannot process a *Refund of rental bond* (Form 4) until the *Abandonment termination notice* has expired.

How are applications made to the Tribunal?

The RTA's website has information outlining the steps which need to be taken when applying to the Tribunal. Contact the Queensland Civil and Administrative Tribunal (QCAT) registry or visit qcat.qld.gov.au for further information on the Tribunal and applying for a hearing.

Places that can help

There are organisations that can assist tenants when they need help with tenancy matters:

- Tenants Queensland – 1300 744 263
- Homeless Hotline – 1800 474 753 Further information and support is available at qld.gov.au/housing/renting/rent-assistance.

Further information

For more information contact the Residential Tenancies Authority on 1300 366 311.

Accessing RTA forms

The RTA's forms can be obtained electronically or in person at:

- rta.qld.gov.au
- 1300 366 311
- Level 11, Midtown Centre, 150 Mary Street, Brisbane



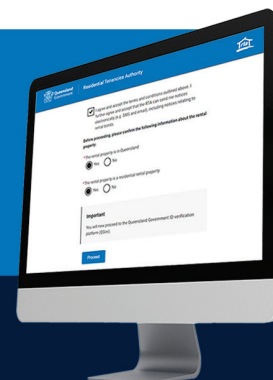
If you need interpreting assistance to help you understand this information, contact TIS on 13 14 50 (for the cost of a local call) and ask to speak to the Residential Tenancies Authority (RTA).

200 – v11 Aug21

Use RTA Web Services to lodge or refund a bond, change bond contributors, update your details and more.

rta.qld.gov.au/webservices

Renting that works
for everyone



Disclaimer

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Entry and privacy – General tenancies

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the main law that governs renting a place to live in Queensland. This fact sheet contains information on how the Act applies when the owner/manager wants to enter the premises.

The owner/manager must take reasonable steps to ensure tenants have quiet enjoyment of their rented home. This means the owner/manager must not interfere with the tenant's reasonable peace, comfort and privacy in using the premises.

However, the owner/manager has the right to enter premises to inspect them and to carry out maintenance and management tasks if they follow the Act's processes.

Can the owner/manager enter if the tenant is not present?

Tenants do not have to be present for an entry unless it is a condition of an agreed entry. However, the RTA recommends the owner/manager enters at a time the tenant can be present.

What if the tenant doesn't want the owner/manager to enter?

The law says that the tenant cannot stop the owner/manager from entering the premises if the correct notice has been given and the entry is at a reasonable time.

However, the owner/manager cannot enter if they do not enter during the time period specified on the [Entry notice](#) (Form 9).

For what reasons can the owner/manager enter?

- The owner/manager can enter the premises for reasons set out in the Act (refer to table). Notice must be given in writing on a form called an Entry notice (Form 9).
- The owner/manager can enter at any time without notice if the tenant agrees, but only at the time agreed to by the tenant.
- The owner/manager can also enter at any time without notice in an emergency, or if there are reasonable grounds to believe entry is necessary to protect the premises from damage.

The amount of notice the owner/manager must give depends on the reason for entering the premises.

Reason	Notice required
To inspect	Seven days
To carry out repairs or maintenance	24 hours
To check repairs or maintenance has been completed as requested	24 hours
To check the tenant has fixed a significant breach* after being given a Notice to remedy breach (Form 11). Entry is limited to two weeks of the expiry of the Form 11	24 hours
To comply with smoke alarm laws	24 hours
To comply with safety switch laws	24 hours
To carry out repairs where the premises is remote and there is a shortage of qualified repairers	None
To show a prospective tenant or purchaser the premises	24 hours
To carry out a valuation	24 hours
To check if the premises are abandoned**	24 hours

* Significant Breach is a breach relating to any of the following:

- using the premises for an illegal purpose
- exceeding the number of occupants allowed
- keeping a pet on the premises without the owner/manager's permission, or
- another matter, if the reasonable cost of rectifying the matter exceeds one weeks rent for the premises.

** For more information, see the [Lease break, abandonment and goods left behind](#) fact sheet.

What if the owner/manager is looking for another tenant or wants to sell the premises?

The owner/manager can only enter to show the premises to a prospective tenant:

- if a [Notice to leave](#) (Form 12) was given to the current tenant, or
- the current tenant gave a [Notice of intention to leave](#) (Form 13) to the owner/manager.

An [Entry notice](#) (Form 9) must also be given allowing 24 hours notice of the entry.

The owner/manager may only enter the premises to show a prospective purchaser if a [Notice of lessor's intention to sell premises](#) (Form 10) was issued before, or with, the Entry notice.

The owner/manager can only hold an open house or on-site auction if the tenant agrees in writing.

To help protect the privacy of tenants, photos showing a tenant's possessions, for example in advertising, can only be used if the tenant agrees in writing.

Entry by selling agent

The selling agent must give an Entry notice allowing 24 hours notice of the entry.

If the tenant does not know the selling agent, they can request written evidence of their appointment from the owner/manager before they agree to entry. Where an agent is not the renting agent, they must give an Entry notice to the tenant and a copy to the renting agent. They must also give the renting agent a copy of the Notice of lessor's intention to sell premises.

Are there any limits to entry?

- The owner/manager can only enter the premises on a Sunday, public holiday, or between 6.00pm and 8.00am with the tenant's agreement.
- The owner/manager renting or selling the premises must specify on the Entry notice a two-hour time period during which they intend to enter the premises. The owner/manager must enter the property during the stated two-hour period. They can stay in the property past the end of the two-hour period to complete the job. This does not apply to entry by other people such as tradespeople or valuers, alone or with the owner/manager.
- The owner/manager must not allow a prospective buyer to enter the premises unaccompanied, unless the tenant agrees.
- General inspections cannot take place more than once every three months, unless the tenant agrees. The owner/manager and tenant may also agree to less frequent inspections.
- For entry to show the premises to prospective purchasers or tenants, reasonable time must have elapsed since the last entry for the same reason.

Are the rules different for moveable dwellings?

Except for the following situations, the entry rules are the same for moveable dwelling tenancies:

- The owner/manager for a moveable dwelling tenancy in a moveable dwelling park may include a term in a tenancy agreement stating when and how they may enter the site only to carry out maintenance (e.g. to mow the lawn). When this occurs as per the agreement, an Entry notice is not needed.
- The owner/manager for a short tenancy (moveable dwelling) may enter to inspect the premises giving 24 hours notice via an Entry notice.

How can the tenant dispute an entry?

If the tenant feels their right to quiet enjoyment of the premises is being breached, they should start by discussing this with the owner/manager. If this is unsuccessful, the tenant can give a [Notice to remedy breach](#) (Form 11) to the owner/manager.

Either party can request tenancy dispute resolution online via [RTA Web Services](#) or by submitting a completed paper [Dispute resolution request](#) (Form 16) to the RTA. Conciliators at the RTA are impartial and do not advocate for either party. They guide the conciliation process but cannot make a decision on the outcome of the dispute.

Important: Help is available for customers who are unable to use RTA Web Services or post. Please call us on 1300 366 311 if you require urgent help to submit a Dispute resolution request form. Your options will be discussed on a case by case basis.

If disputing parties cannot reach agreement through conciliation, a *Notice of unresolved dispute* will be issued. The person who lodged the initial dispute resolution request may choose to apply to the Queensland and Civil Administrative Tribunal (QCAT) for a decision. Parties can also apply to QCAT for an urgent matter (as listed in the Act).

Accessing RTA forms

The RTA's forms can be obtained electronically or in person via:

- rta.qld.gov.au • 1300 366 311 (Mon – Fri: 8.30am – 5.00pm) • Level 11, Midtown Centre, 150 Mary Street, Brisbane



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8.30am to 5.00pm).

Further information

For more information contact the Residential Tenancies Authority.



rta.qld.gov.au



1300 366 311



RTA Web Services

Connect with us



LinkedIn



YouTube



eNews



Podcast

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Domestic and family violence report

Residential Tenancies and Rooming Accommodation Act 2008 (s308B and s381B)

Residential Tenancies and Rooming Accommodation Regulation 2009 (s25A)



This report can be completed and signed by an authorised professional to support that you are experiencing domestic and family violence. Persons considered as authorised professionals (referred to as 'entities' under the *Residential Tenancies and Rooming Accommodation Regulation 2009* section 25A) are outlined on page 2 of this report.

This report is relevant evidence a tenant/resident can provide to their agent, lessor or manager/provider to end their interest in a residential tenancy/rooming accommodation agreement early on grounds of experiencing domestic and family violence.

A tenant/resident can choose to either show OR give a copy of this completed report to their agent, lessor or manager/provider.

1 Tenant/Resident Information

Given name/s		Surname (Family name)	
Address of rental property (if rooming accommodation, include room number)			
		Suburb	Postcode
Contact number		Email	

2 Authorised professional information (see page 2 of this report for persons considered as authorised professionals)

Name of authorised professional

Occupation/position

Business address

	Postcode	
--	----------	--

Agency name or stamp (if applicable)

3 Declaration from authorised professional

By signing below, I declare:

I am an authorised professional who has assessed the tenant/resident and their circumstances, and make my determination that they are experiencing domestic and family violence based on the accepted standards of my profession, relevant knowledge and professional judgement.

Name

Signature

Date

Show or give a copy of this form to the agent, lessor or manager/provider and keep a copy for your records.

Domestic and family violence report

Residential Tenancies and Rooming Accommodation Act 2008 (s308B and s381B)

Residential Tenancies and Rooming Accommodation Regulation 2009 (s25A)



Guide for tenants/residents experiencing domestic and family violence

- Request an authorised professional to complete this form (see below for persons considered as authorised professionals)
- Complete the [Notice ending tenancy interest \(domestic and family violence\)](#) (Form 20) for tenants or the [Notice ending residency interest \(domestic and family violence\)](#) (Form R20) for residents
- You can choose to either show or give a copy of this report to your agent, lessor or manager/provider.

For authorised professionals completing this report

The meaning of domestic violence is referred to in the [Domestic and Family Violence Protection Act 2012](#).

An authorised professional refers to any of the following entities who may complete this report as prescribed by the *Residential Tenancies and Rooming Accommodation Regulation 2009*:

- a) a health practitioner, meaning a person registered under the Health Practitioner Regulation National Law to practise, other than as a student, in any of the following health professions –
 - Aboriginal and Torres Strait Islander health practice;
 - medical;
 - midwifery;
 - nursing;
 - occupational therapy;
 - psychology.
- b) a person who is eligible for membership of the Australian Association of Social Workers;
- c) a refuge or crisis worker;
- d) a domestic and family violence support worker or case manager;
- e) an Aboriginal and Torres Strait Islander medical service;
- f) a solicitor.

If you are not one of the above persons, you cannot complete this report.

Guidelines for agents, lessors and manager/providers

It is critical to maintain the privacy of a tenant/resident who is experiencing domestic and family violence to ensure their safety.

- Do not take a copy of this form unless the tenant/resident agrees, or provides you with a copy.
- If the tenant/resident gives you a copy of this form, you must ensure this and other domestic and family violence information is kept in a secure manner.
- You must not disclose information about the tenant/resident's domestic and family violence experience to anyone unless in specific permitted circumstances (outlined in the *Residential Tenancies and Rooming Accommodation Act 2008* section 308I/381I). Penalties apply if you do not follow these requirements.
- You must not provide any information about the vacating tenant/resident to any remaining/other tenants/residents **until a minimum of 7 days after the vacating tenant/resident's interest in the tenancy ends**. After this time period, information given should be limited to that in the *Continuing interest notice*.
- Remaining tenants/residents for the same residential tenancy/rooming accommodation agreement may not be the alleged perpetrator/s. However, it is important that the vacating tenant/resident should only be contacted using updated details they have provided.
- Contact details provided by the vacating tenant/resident should not be passed on to anyone else, unless required by law to do so.

Domestic and family violence report

Residential Tenancies and Rooming Accommodation Act 2008 (s308B and s381B)

Residential Tenancies and Rooming Accommodation Regulation 2009 (s25A)

For help or support for domestic and family violence issues, please contact:

- Emergency Response – 000 / triple zero (24 hours a day, 7 days a week) Call for police, ambulance or fire services if you are in imminent danger or been harmed or involved in a violent incident
- DVConnect Womensline – 1800 811 811 (24 hours a day, 7 days a week) Assists women and their children obtain safe refuge accommodation, counselling and referral to other support services
- DVConnect Mensline – 1800 600 636 (9am to 12 midnight, 7 days a week) Provides counselling, information and referral to men affected by domestic and family violence. Assists men experiencing domestic and family violence and men looking for help to stop their abusive behaviour
- Sexual Assault Helpline – 1800 010 120 (7.30am to 11.30pm, 7 days a week) Provides counselling, information and referral to people who have experienced sexual assault
- 1800 RESPECT – 1800 737 732 (24 hours a day, 7 days a week) National service providing crisis and trauma counselling to people affected by domestic, family and sexual violence
- Lifeline – 13 11 14 (24 hours a day, 7 days a week) National service providing access to crisis support and suicide prevention services
- Elder Abuse Helpline – 1300 651 192 (9am to 5pm, Monday to Friday) Provides information and support to older people who experience elder abuse
- Policelink – 131 444 (24 hours a day, 7 days a week) Can be used to report crimes or if you feel threatened or in danger

Domestic and family violence – information for tenants

On 20 October 2021, the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) was amended to provide options for people experiencing domestic and family violence to leave a tenancy.

These changes, coupled with existing protections in the Act, support tenants experiencing domestic and family violence to end a tenancy quickly, or if they choose, to remain in the rental property safely.

A person who experiences domestic and family violence in a rental property has rights under the Act, even if they are not named on the tenancy agreement.

What is domestic and family violence?

Under the Act, domestic violence has the meaning given by the [Domestic and Family Violence Protection Act 2012](#).

Domestic and family violence occurs when one person in an intimate personal, family or informal carer relationship behaves towards the other person in the relationship in a way that is:

- physically or sexually abusive
- verbally abusive
- emotionally or psychologically abusive
- economically abusive
- threatening
- coercive
- in any other way controlling or dominating the second person and causes them to fear for their safety or wellbeing or that of someone else.

Domestic and family violence covers a wide range of behaviours (for further information refer to the [Domestic and Family Violence Protection Act 2012](#) section 8), including damaging a person's property or threatening to do so.

What can I do if I am experiencing domestic and family violence?

Every person has a right to feel safe and live free from violence.

If you have been harmed, involved in a violent incident or are in imminent danger, phone 000 (triple zero) for emergency assistance.

If you are experiencing domestic and family violence, a domestic violence order (DVO) may be able to help keep you safe. A DVO is a protection order made by the court to stop threats or acts of domestic and family violence against you and can be in the form of a protection order or a temporary protection order.

You can apply for a protection order at a Magistrates Court, or get a police officer, solicitor or someone else you authorise to apply for you.

For more information about protection orders, visit the Queensland Courts website courts.qld.gov.au, or contact DVConnect or other support services listed at the end of this fact sheet.

What can I do if I'm renting a premises and I believe I can no longer safely continue to occupy the premises because of domestic and family violence?

If you believe you can no longer safely continue to occupy the premises due to domestic and family violence, you can vacate immediately but must provide 7 days notice to end your interest in the residential tenancy agreement.

You can end your interest in the residential tenancy agreement by giving your property manager/owner a [Notice ending tenancy interest \(domestic and family violence\) \(Form 20\)](#) supported by relevant evidence (listed on Part B of the form, such as a protection order or a Domestic and family violence report).

Note: You can choose to either give a copy of your supporting evidence to the property manager/owner or allow them to read/inspect the evidence.

If there are any other tenants for the same agreement, the agreement will continue on the same terms for them after your interest ends.

If you end your interest in a tenancy agreement using a Notice ending tenancy interest, you:

- **can vacate immediately**, but must provide 7 days notice and pay rent until the end of the 7 day notice period
- **are not responsible** for costs associated with ending the agreement or interest, goods left behind at the premises or reletting costs
- **are not required** to repair or compensate the property manager/owner for damage to the premises or inclusions caused by an act of domestic and family violence you have experienced
- **are still responsible** for other costs associated with breaching terms of the agreement (for example, rent arrears)
- **can request** your bond contribution be refunded by completing a [Bond refund for persons experiencing domestic and family violence \(Form 4a\)](#). Property owners/managers can also request a rental bond refund for a tenant's bond contribution where a tenant has vacated due to domestic and family violence by completing this form
- **are not required** to give the property manager/owner your forwarding address details.

Where the property manager/owner believes a notice and supporting evidence does not comply with the Act, they may apply to the Queensland Civil and Administrative Tribunal (QCAT) for an order to have the notice set aside. The property manager/owner must inform you whether they intend to apply to QCAT within 7 days of receiving the notice.

In making their decision, QCAT will only examine whether the notice and the supporting evidence you have provided meet the requirements of the Act. QCAT **will not examine**:

- whether you have experienced domestic violence; or
- your belief as to whether you could safely continue to occupy the premises.

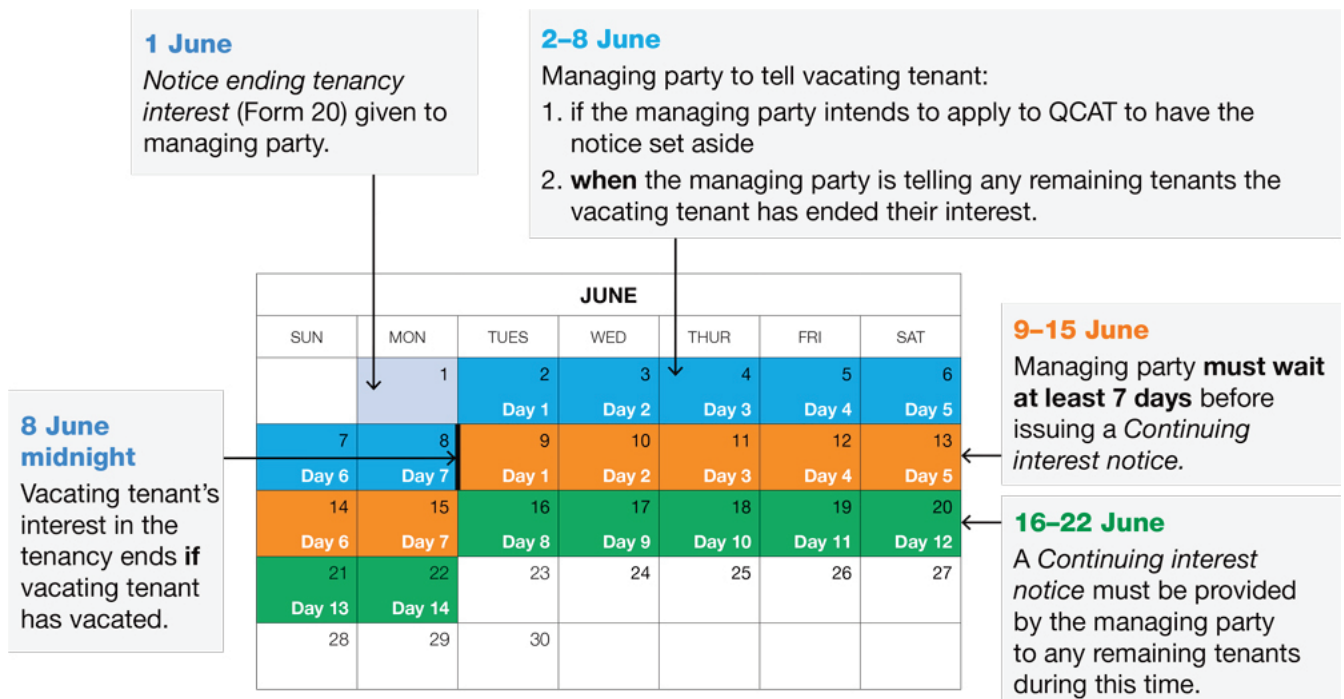
Is the information I share with the property manager/owner confidential?

After you give the property manager/owner a [Notice ending tenancy interest \(domestic and family violence\) \(Form 20\)](#) supported by relevant evidence, the property manager/owner:

- **must not** disclose the evidence supporting your notice ending tenancy interest to anyone except in specific permitted circumstances outlined in the Act (section 308I or 381I). **Penalties apply** to anyone who does not follow these requirements.
- **cannot** require you to provide your forwarding address.

If there is more than one tenant for the tenancy, the property manager/owner:

- is required to inform you within 7 days of receiving the notice **when** any remaining tenants will be informed that you have ended your interest in the tenancy
- **must** give each remaining tenant a [Continuing interest notice](#) between 7 and 14 days **after** your interest in the tenancy ends (this is when your 7 day notice period expires AND you have vacated the premises)
 - if the person remaining is the person who committed an act of domestic and family violence against you, they will also receive a Continuing interest notice.
- the [Continuing interest notice](#) will only inform remaining tenants that:
 - your interest in the agreement has ended
 - the agreement continues on the same terms for the remaining tenants
 - if the remaining tenants are required to top up the rental bond, the amount they are required to pay and the day by which the top up must be made.



Note: When you calculate dates for notices, where the notice period is in days, weeks or months, you must not count the day the notice is given. If the time period allowed under the legislation for a party to do anything starts or ends on a weekend or public holiday, then the start or the end of the time period will be on the next business day.

What can I do if I am occupying the premises with the person who is violent towards me, and I would like to stay in the premises?

If you are occupying a premises with a person who is violent towards you and you would like to remain in the premises, you can apply to QCAT for an order to:

- be recognised as the tenant or co-tenant under the agreement instead of the person who has committed an act of domestic and family violence
- restrain the person who has committed an act of domestic and family violence from causing further damage or injury

If you are applying to be recognised as the tenant or a co-tenant, **before** QCAT can make the order:

- the Tribunal is required to be satisfied you have established evidence of domestic and family violence, such as having a protection order or having applied for one.
- the Tribunal is also required to give property manager/owner an opportunity to be heard on the matter.

You may be able to apply for an order about your tenancy under the Act at the Magistrates Court at the same time you are applying for a protection order under the *Domestic and Family Violence Protection Act 2012*.

Contact the relevant services listed on this fact sheet for assistance in documenting evidence of domestic and family violence.

For information on applying to the Tribunal, visit qcat.qld.gov.au, or contact the QCAT registry on 1300 753 228.

Changing the locks

The Act gives you the right to change the locks at the property if you believe it is necessary to protect yourself or other occupants in the property from domestic and family violence. You do not need to ask the property manager/owner for consent to do this, but you must:

- engage a qualified locksmith or tradesperson
- **provide a copy of the key or access code to the property manager/owner** (unless they agree it is not necessary, or the Tribunal orders that the key not be given to the property manager/owner)
- comply with body corporate laws or by-laws applying to the property.

If you do change a lock due to domestic and family violence and give the property manager/owner a key for the new lock, they must not give the new key to any person other than yourself without your agreement or a reasonable excuse.

Penalties apply to property managers/owners who do not comply with this section of the Act.

Where can I get more help or information?

Everyone deserves to feel safe at home – domestic and family violence is never acceptable.

Related resources: [Help and support is available](#) for Queenslanders affected by domestic and family violence.

Organisation	Contact details
Emergency Response	000 / triple zero (24 hours a day, 7 days a week) Call for police, ambulance or fire services if you are in imminent danger, have been harmed or involved in a violent incident
Queensland Indigenous Family Violence Legal Service (QIFVLS) Aboriginal Corporation	1800 88 77 00
Aboriginal & Torres Strait (ATSI) Women's Legal & Advocacy Service	07 3720 9089

Organisation	Contact details
DVConnect Womensline	1800 811 811 (24 hours a day, 7 days a week) Assists women and their children obtain safe refuge accommodation, counselling and referral to other support services
DVConnect Mensline	1800 600 636 (9am to 12 midnight, 7 days a week) Provides counselling, information and referral to men affected by domestic and family violence. Assists men experiencing domestic and family violence and men looking for help to stop their abusive behaviour
Legal Aid Queensland	1300 651 188
Women's Legal Service	07 3392 0670 or areas outside Brisbane 1800 677 278
Immigrant Women's Support Service	07 3846 3490
Brisbane Domestic Violence Service	07 3217 2544
Disability Support Services	Contact your local service centre or call 13 QGOV (13 74 68)
Elder Abuse Prevention Unit	1300 651 192 (9am to 5pm, Monday to Friday) Provides information and support to older people who experience elder abuse
Tenants Queensland	1300 744 263
Department of Justice and Attorney-General	13 74 68
1800RESPECT	1800 737 732 (24 hours a day, 7 days a week) National service providing crisis and trauma counselling to people affected by domestic, family and sexual violence
Lifeline	13 11 14 (24 hours a day, 7 days a week) National service providing access to crisis support and suicide prevention services
Policelink	131 444 (24 hours a day, 7 days a week) Can be used to report crimes or if you feel threatened or in danger

Further information

For more information contact the Residential Tenancies Authority on 1300 366 311.

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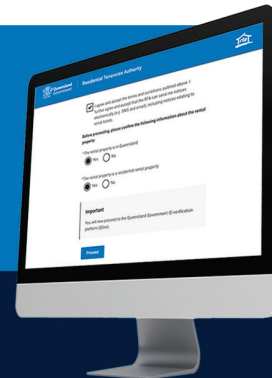
If you need interpreting assistance to help you understand this information, contact TIS on 13 14 50 (for the cost of a local call) and ask to speak to the Residential Tenancies Authority (RTA).

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Use RTA Web Services to lodge or refund a bond, change bond contributors, update your details and more.

rta.qld.gov.au/webservices

Renting that works
for everyone



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Notice to remedy breach (Form 11)

Residential Tenancies and Rooming Accommodation Act 2008
(Section 325)



Name/s and address

	Postcode

1 Address of the rental property

	Postcode
--	----------

2 Notice issued by Property owner Property manager Tenant/s

Full name/trading name

Phone

	Full name/trading name	Phone
1.		
2.		
3.		

3 Notice issued to Property owner Property manager Tenant/s

Full name/trading name

1.	
2.	
3.	

4 Details of the breach

--

5 If this notice is given for rent arrears

Date rent was paid to

Number of days rent is overdue

Amount of rent owing on the date this notice was issued*

* any new rent due during the breach process must be paid on time

6 Notice issued on

Day

Date

Method of issue (e.g. email, post, in person)

7 Date the breach must be remedied by

(Minimum notice periods apply – see overleaf)

8 Signature/s of the person/people issuing the notice

Print name/s

Signature/s

Date

1.	
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2.	
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3.	
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Notice to remedy breach (Form 11)

Residential Tenancies and Rooming Accommodation Act 2008
(Section 325)



Either the tenant/s or the property owner/manager can fill out this form if they believe the other has breached the tenancy agreement.

If the other person **does not agree** there has been a breach, they should try and resolve it with the person who issued the notice. If agreement cannot be reached, the RTA's dispute resolution service may be able to assist – phone 1300 366 311.

Whoever receives this notice will need to address the problem within the specified timeframe.

Minimum notice periods

Residential tenancy	Unpaid rent	7 days if rent has been unpaid for 7 days
	General breach	7 days

Moveable dwelling tenancy	Unpaid rent	5 days if rent has been unpaid for 7 days
	General breach	7 days

Do not send this form to the RTA. Give this form to the person/s you believe are in breach and keep a copy for your records.



Notice of intention to leave (Form 13)

Residential Tenancies and Rooming Accommodation Act 2008 (Sections 302–308, 324A, 327 and Schedule 1, Part 2)



1 Address of the rental property

		Postcode	
--	--	----------	--

2 Notice issued by

1. Full name/s							
Forwarding address					Signature		
			Postcode				
Phone			Mobile			Date	
Email							

2. Full name/s							
Forwarding address					Signature		
			Postcode				
Phone			Mobile			Date	
Email							

3. Full name/s							
Forwarding address					Signature		
			Postcode				
Phone			Mobile			Date	
Email							

3 Notice issued to Property owner Property manager

--	--	--	--	--	--	--	--

4 Notice issued

- | | |
|--|---|
| <input type="checkbox"/> Without grounds | <input type="checkbox"/> Intention to sell |
| <input type="checkbox"/> Unremedied breach | <input type="checkbox"/> Condition of premises |
| <input type="checkbox"/> Non-compliance with Tribunal order | <input type="checkbox"/> Ending of entitlement to student accommodation |
| <input type="checkbox"/> Failure to comply with repair order | <input type="checkbox"/> Death of sole-tenant |
| <input type="checkbox"/> Non-liveability | <input type="checkbox"/> Death of co-tenant |
| <input type="checkbox"/> Compulsory acquisition | |

If you are vacating the rental premises because you are experiencing domestic and family violence, you must complete a [Notice ending tenancy interest \(domestic and family violence\)](#) (Form 20) and provide it to the property owner/manager with relevant evidence.

5 Notice issued on

Day	Date	Method of issue (e.g. email, post, in person)
<input type="text"/>	<input type="text"/>	<input type="text"/>

6 I/We intend to vacate the property by midnight on

Date (minimum notice periods apply – see overleaf)

Do not send to the RTA—give this form to the property owner/manager and keep a copy for your records.



Notice of intention to leave (Form 13)

Residential Tenancies and Rooming Accommodation Act 2008 (Sections 302–308, 324A, 327 and Schedule 1, Part 2)



The tenant/s give this notice to the property owner/manager when the tenant/s want to vacate the premises by a certain date.

There may be a number of grounds (reasons) for giving the notice. If the property owner/manager disputes these reasons, they should try to resolve the matter with the tenants first. If agreement cannot be reached, the RTA's dispute resolution service may be able to assist – visit rta.qld.gov.au or phone 1300 366 311.

If tenants are leaving because of an unremedied breach, this notice can only be given after the 7 day remedy period has expired.

If the tenant/s are giving this notice because of an unremedied breach by the owner or manager, please note that this notice does not guarantee that you will be released from the tenancy agreement. You may apply for termination of your lease through the Queensland Civil and Administrative Tribunal (QCAT) under section 309 of the *Residential Tenancies and Rooming Accommodation Act 2008*.

When serving notices by post, the sender must allow time for the mail to arrive when working out notice periods.

Minimum notice periods

Grounds (reasons)	General tenancy	Moveable dwellings (long-term agreement)	Moveable dwellings (short-term agreement)
A tenant experiencing domestic and family violence Note: Please complete a Notice ending tenancy interest (domestic and family violence) (Form 20) and provide it to the property owner/manager with relevant evidence.	7 days, but can vacate immediately	7 days, but can vacate immediately	7 days, but can vacate immediately
Without grounds (parties can agree on an earlier date in writing)	Periodic – 14 days Fixed term – the later of 14 days or the day the agreement ends	Periodic – 14 days Fixed term – later of 14 days or the day the agreement ends	1 day
Unremedied breach	7 days	2 days	1 day
Non-compliance (Tribunal order)	7 days	7 days	1 day
Failure to comply with repair order	14 days	14 days	The day it is given
Non-liveability	The day it is given	The day it is given	The day it is given
Compulsory acquisition	14 days	14 days	1 day
Intention to sell	14 days [^]	14 days	1 day
Condition of premises	14 days	14 days	n/a
Death of sole tenant	14 days	14 days	n/a
Death of co-tenant	14 days	7 days	n/a
Ending of student entitlement	1 month	n/a	n/a

[^] If tenant/s are not notified of intention of sale within 2 months of starting the agreement.

Grounds for which this notice may not be used

Excessive hardship	By QCAT order	By QCAT order	By QCAT order
Damage	By QCAT order	By QCAT order	By QCAT order
Injury	By QCAT order	By QCAT order	By QCAT order
Objectionable behavior	By QCAT order	By QCAT order	By QCAT order
Incompatibility	By QCAT order	By QCAT order	By QCAT order
Repeated breaches by lessor/provider	By QCAT order	By QCAT order	By QCAT order
Misrepresentation	By QCAT order	By QCAT order	By QCAT order

16 Dispute resolution request (Form 16)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 402 and 416)



Tenants and property owners/managers are encouraged to agree on solutions together. The RTA recommends you have a conversation with the other party and [attempt self-resolution before you apply](#).

Page 1 of 2 - Complete all pages

Rental bond number

1 Have you spoken to the other party about the problem? No Yes

2 Have you/your tenants vacated the rental premises? No Yes Date vacated

3 Has your tenancy ended/been affected by domestic and family violence? No Yes

4 Address of rental property (if rooming accommodation, include room number)

<input type="text"/>	
<input type="text"/>	Postcode <input type="text"/>

5 Who is lodging this dispute request? Owner Property manager Tenant/s Resident/s

1. Full name/trading name	<input type="text"/>	Phone	<input type="text"/>
Email	<input type="text"/>	<input type="checkbox"/> tick if you agree to receive RTA notices by email	Mobile <input type="text"/>
Postal address	<input type="text"/>	Postcode	<input type="text"/>
Optional for tenants - do you identify as: (mark all that apply)			
<input type="checkbox"/> Aboriginal and Torres Strait Islander peoples	<input type="checkbox"/> Culturally and linguistically diverse people	<input type="checkbox"/> People living with a disability	

2. Full name/trading name	<input type="text"/>	Phone	<input type="text"/>
Email	<input type="text"/>	<input type="checkbox"/> tick if you agree to receive RTA notices by email	Mobile <input type="text"/>
Postal address	<input type="text"/>	Postcode	<input type="text"/>
Optional for tenants - do you identify as: (mark all that apply)			
<input type="checkbox"/> Aboriginal and Torres Strait Islander peoples	<input type="checkbox"/> Culturally and linguistically diverse people	<input type="checkbox"/> People living with a disability	

6 Do you need the RTA's help with: (mark all that apply)

Writing/reading help Auslan or signed English Interpreter service, specify language

7 Who is the dispute with? Owner Property manager Tenant/s Resident/s

1. Full name/trading name	<input type="text"/>	Phone	<input type="text"/>
Email	<input type="text"/>	Mobile	<input type="text"/>
Postal address	<input type="text"/>	Postcode	<input type="text"/>

2. Full name/trading name	<input type="text"/>	Phone	<input type="text"/>
Email	<input type="text"/>	Mobile	<input type="text"/>
Postal address	<input type="text"/>	Postcode	<input type="text"/>

Continued on page 2

16 Dispute resolution request (Form 16)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 402 and 416)



Page 2 of 2 – Complete all pages

Rental bond number

Address of rental property (if rooming accommodation, include room number)

	Postcode

8 The dispute is about:

- Bond Rent arrears Repairs Claim greater than bond Domestic and family violence affected
 Entry Pet approval Pet damage Tenancy database
 Other (give details)

9 Have you issued/received any notices?

- Notice to leave (Form 12, R12) Expiry date
- Notice of intention to leave (Form 13, R13) Expiry date
- Notice to remedy breach (Form 11, R11) Expiry date
- Notice ending tenancy/residency interest (domestic and family violence) (Form 20, R20) Expiry date

10 Reason Notice issued:

11 Authorisation

I agree to the RTA starting a dispute resolution process. I acknowledge the RTA may contact the other person/s with my name and dispute details. Everyone requesting conciliation must sign below.

Print name/s

Signature/s

Date

	Print name/s	Signature/s	Date
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>

The RTA is not liable for any losses that occur if you provide incorrect information.

Email form to bonds@rta.qld.gov.au, or post to RTA GPO Box 390 Brisbane Q 4001



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5pm).

