



Information Statement Form 17a

# Pocket guide for tenants – houses and units

*Residential Tenancies and Rooming Accommodation Act 2008*  
(Section 67)

**Changes to Queensland tenancy laws came into effect on 1 May 2025 and included updates to the rental application process, entry notice periods, entry frequency, protecting privacy, disclosing benefits and a revised process to request fixtures and structural changes.**

**Learn more about these changes at [rta.qld.gov.au](http://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
- only collect personal information from the tenant during the tenancy if it is related to management of the premises
- securely store, handle and destroy any personal information gathered during the tenancy as prescribed by the Act
- 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
- provide the day the rent for the premises was last increased in the tenancy agreement.

## 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

## Application process

Property managers/owners must require prospective tenants to apply for a residential tenancy agreement using the approved form that complies with the Act. The standardised tenancy application form is the RTA's [Rental application \(Form 22\)](#). The application form must not request any information beyond what is specified in the RTA's Rental application (Form 22). Rules apply to the collection, storage, and destruction of personal information gathered during the application process.

## 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). It must also include the day the rent for the premises was last increased except where renting through an exempt property manager/owner.

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)

## Unit/townhouse/apartment by-laws

If you are renting in a unit, townhouse or apartment complex you may have body corporate by-laws to comply with. The property manager/owner should give you a copy of the relevant by-laws when you start the tenancy. These are a set of rules relevant to your complex or building and form part of your tenancy agreement.

For information regarding body corporate laws, please visit the [Body Corporate Commissioner's website](#).

## 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. The maximum bond allowed to be taken is equivalent to four weeks' rent, regardless of the weekly rent amount.

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 online or provide you with a paper [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](#). The maximum bond allowed to be taken is equivalent to four weeks' rent, regardless of the weekly rent amount.

## 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

Your property manager/owner cannot, at the start of a new tenancy, solicit, accept or invite you to pay more rent in advance than what is allowed under tenancy law, or accept rent greater than this amount.

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.

Property managers/owners must offer you at least two ways to pay rent. One of these ways must not exceed reasonable transactional costs (costs beyond standard transaction fees), and it must be reasonably accessible to you.

Before signing a tenancy agreement, property managers/owners must provide a written notice outlining any associated costs incurred by using the payment methods offered.

Property managers/owners must disclose any financial benefits they may receive if you use a specific rent payment method.

## Rent increases

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

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).

Under the Act, the date of the last rent increase must be included in the tenancy agreement. You have the right to request written proof of the last rent increase during the tenancy, and your property manager or owner must provide this information within 14 days. However, these requirements do not apply in the following cases:

- Exempt Lessors: the Act outlines who qualifies as an exempt lessor.
- For properties purchased between 6 June 2023 and 6 June 2025: the requirement to include the date of the last rent increase in the tenancy agreement and to provide evidence of a rent increase upon the tenant's request does not apply if the new owner or property manager does not have information about the previous rent increase.
- For properties being rented for the first time: the date of the last rent increase is the date the property is first rented.

Note: A property manager or owner is considered to have evidence of the last rent increase if they or their agent (such as a real estate agent, property manager, or lawyer) has this information.

If you are concerned the rent increase may be less than 12 months since the last increase for the residential premises, you can ask the property manager/owner in writing to provide evidence of the last increase.

Some rent increase rules do not apply to exempt property managers/owners. The Act provides definitions for an exempt property manager/owner.

## 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 you.

If rent has been decreased and later returns to the original amount, this change is not considered a rent increase within the 12-month limits under the Act.

## 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 must be provided by a property manager/owner within 4 weeks of receiving the document or you do not have to pay.

## 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).

For general service charges in tenancy agreements and moveable dwellings, where you pay for utilities or other services, a property manager/owner must provide you with a copy of the document from the relevant service provider that shows the charges. This must be done within 4 weeks of the property manager/owner receiving the document.

This requirement applies to individually metered utilities for moveable dwellings and it does not include service charges or utilities services that are included in the rent.

## 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.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

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

Minimum housing standards, aim to ensure all Queensland rental properties are safe, secure and functional.

The property must meet minimum housing standards when you move in and throughout the tenancy agreement.

## 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 – by email, maintenance request, or a [Notice to remedy breach \(Form 11\)](#) – 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.

## Applying for a repair order

To avoid issues with enforceability of a repair order you are encouraged to list all relevant parties – including the property owner in the application to QCAT. Although QCAT determines the content and specifics of a repair order, including the property owner on the application may help to clarify accountability, support compliance, and

encourage timely repairs. The property owner's details may be found in the tenancy agreement or by contacting the managing party for the rental property.

Learn more about how to apply for a repair order in the [Repair orders fact sheet](#).

## Smoke alarms

Property owners/managers must install, maintain and replace smoke alarms in rental properties, in line with Queensland legislation. Visit Queensland Fire Department ([fire.qld.gov.au](http://fire.qld.gov.au)) for more information. You also have responsibilities including testing and cleaning smoke alarms and replacing batteries (unless the battery is built into the smoke alarm in a way that prevents the battery being removed). See our website for more information.

## Fixtures

Fixtures and structural changes can only be made with the property manager's/owner's written consent. You are required to use the [Request for approval to attach fixtures or make structural changes \(Form 23\)](#), to request permission from a property manager/owner to attach fixtures or make structural changes to the premises. A property manager/owner must respond to your request in writing within 28 days after receiving the request. You cannot attach fixtures or make structural changes to the premises solely because your property manager/owner has not responded within the 28 day timeframe.

If you proceed to attach fixtures or make structural changes to the premises without agreement you are in breach of the agreement.

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. Visit our website for more details.

If your property manager/owner serves you a [Notice to leave \(Form 12\)](#) or you issue a [Notice of intention to leave \(Form 13\)](#), a property owner/manager cannot enter the property more than 2 times within a 7 day period while that notice is in effect. It's important to note that if a Notice to leave (Form 12) is issued at the beginning of the tenancy, the entry limit of twice in 7 days will apply for the entirety of the notice period.

The limitation does not apply where the entry is:

- by mutual agreement with a tenant
- to comply with the *Fire Services Act 1990* in relation to smoke alarms
- to comply with the *Electrical Safety Act 2022* in relation to approved safety switches
- where a property manager/owner reasonably believes that entry is necessary to protect the premises or its contents from imminent or further damage.

For open home inspections (when multiple inspections occur at the same time), your written consent must be sought by the property owner/manager.

## 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 and a property manager/owner must offer you at least two ways to pay rent. One of these ways must not exceed reasonable transactional costs (costs beyond standard transaction fees), and it must be reasonably accessible to you.

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.

# 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 reletting costs.

Reletting costs for fixed-term agreements are calculated based on how much of the lease has expired. The specific reletting costs depend on how much of the agreed tenancy duration has passed when you vacated:

- Less than 25% = 4 weeks rent
- 25% to less than 50% = 3 weeks rent
- 50% to less than 75% = 2 weeks rent
- 75% or more = 1 week's rent
- For agreements up to 3 years it's the lower amount of the specified reletting costs or the rent until a new tenant moves in.

## 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.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

The RTA also 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 to have your bond money returned on, or after, the expiry date for the notice ending the tenancy. 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.

Rental bonds lodged on or after 30 September 2024 will require supporting evidence to be provided to you when a property manager/owner claims or disputes a bond refund request. This must be done within 14 days of the bond claim or dispute. Not providing supporting evidence to you when a claim or dispute is made against a bond is an offence.

For rental bonds lodged with the RTA before 30 September 2024, a 12 month transitional period from 30 September 2024 to 30 September 2025 applies. Evidence does not need to be provided for bond claims until after this period expires.

### **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](http://rta.qld.gov.au) and information about QCAT can be found at [qcat.qld.gov.au](http://qcat.qld.gov.au).

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# 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](http://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](http://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](http://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](http://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

### Lifeline

Crisis support and suicide prevention services

t 13 11 14

### DV Connect

Domestic, family and sexual violence support services

w [dvconnect.org](http://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](http://1800respect.org.au)

t 1800 737 732

### Aboriginal Family Domestic Violence

Victims rights, counselling and financial assistance

t 1800 019 123



**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).

## Stay informed

Sign up for **news** and **useful information** about renting in Queensland [rta.qld.gov.au](http://rta.qld.gov.au)