NEW TENANCY LAWS TOOLKIT

VOLUME 1: 2021 – 2023 RENTAL REFORMS

v6-03.25

REIQ
A REAL STEP AHEAD

About this document

This document provides property managers in Queensland with best practice guidance in relation to the below reforms to the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) (the **RTRA Act**), which governs residential tenancies in Queensland.

Volume 1 includes informaiton in relation to the Stage 1 Rental Reforms,which were introduced in 2021:

- domestic and family violence reforms which commenced 21 October 2021;
- reforms to how tenancies can be ended, emergency repairs, nominated repairers and pet approvals which commenced on 1 October 2022; and
- minimum housing standards which commenced on 1 September 2023 for new and renewed tenancies, and will commence on 1 September 2024 for all tenancies.

Volume 2 includes information about the Stage 2 Rental Reforms, which were passed on 23 May 2024. These reforms include:

- provisions commencing on **6 June 2024** in relation to rent, rent in advance, rent increases, confidentiality and establishing heads of powers;
- provisions commencing on **30 Septemebr 2024** in relation to bonds, bond claims, rent payment methods, general service charges, water consumption charges and reletting costs; and
- provisions commencing on **1 May 2025** in relation to tenancy agreements, collection and storage of information, verification of identity, entry notice periods and frequency and alterations.

DISCLAIMER

The content of this document is provided for information purposes only and does not constitute legal advice and should not be used as such. Formal and independent legal advice should be sought for particular matters. REIQ cannot and does not warrant and nor does it represent in any way that the information contained herein is current and/or will remain current beyond the time and date of release.

Document History

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Version	Date Approved	Description of revision
1-06.24	6 June 2024	
2-06.24	17 June 2024	Updates to reflect guidance from the Residential Tenancies Authority (**RTA**)
3-08.24	23 August 2024	Updated in response to proclamation given on 16 August 2024. New pages:12 - 25
4-09.24	9 September 2024	Update in response to guidance provided by Residential Tenancies Authority (RTA)
5-09.24	30 September 2024	Update for commencement of Stage 2 Rental Reforms: Part 2.
6-03.25	3 March 2025	Update to separate Toolkit into volumes 1 and 2

Contents

New Tenancy Laws

2023

Minimum Housing Standards

WHAT ARE THE CHANGES TO THE RTRA ACT WITH RESPECT TO MINIMUM HOUSING STANDARDS?

The minimum housing standards are prescribed standards for the condition of a property which must be met. The minimum housing standards commence for all tenancies in Queensland from 1 September 2024.

Once these standards are in effect, a lessor is obligated to keep the repair and condition of the property in line with these standards.

HOW WILL THIS AFFECT MY CLIENTS' OBLIGATIONS?

The definition of ***emergency repairs*** under section 214 of the RTRA Act has also been expanded to include works needed for the premises or inclusions to comply with the prescribed minimum housing standards.

The tenant will be able to seek a Repair Order from QCAT if work required to make the property compliant is not completed. Please refer to Repair Order FAQ on page 17 and 18.

Lessors will not be able to recover costs from tenants or factor in their costs in any rent increases.

WHAT ARE THE MINIMUM HOUSING STANDARDS?

The prescribed minimum housing standards are set out in Schedule 5A of the Residential Tenancies and Rooming Accommodation Regulation 2009 (Qld).

The minimum housing standards include:

1. **The property must be weatherproof, structurally sound and in good repair** the roofing and windows must prevent water from entering the property when it rains a property is not structurally sound if:
    - a floor, wall, ceiling or roof is likely to collapse because of rot or a defect; or
    - a deck or stairs are likely to collapse because of rot or a defect; or
    - a floor, wall or ceiling or other supporting structure is affected by significant dampness; or
    - the condition of the property is likely to cause damage to an occupant's personal property.

2. **The fixtures and fittings for the property must be in good repair including electrical appliances** - must not be likely to cause injury to a person through the ordinary use of the fixtures and fittings.

3. **The external windows and doors must have functioning locks must secure the property against unauthorised entry** - only to the windows and doors that a person outside the property or room could access without having to use a ladder.

4. **Property must be free from vermin, damp and mould** - does not apply if caused by the tenant, including, for example, caused by a failure of the tenant to use an exhaust fan installed at the property.

5. **Property must have privacy coverings for windows in all rooms which tenant would reasonably expect privacy**:
    - privacy coverings for windows include blinds, curtains, tinting and glass frosting
    - does not apply if a line of sight between a person outside the property and a person inside the room is obstructed by a fence, hedge, tree or other feature of the property.

6. **Property must have adequate plumbing and drainage -** must be connected to a water supply service or other infrastructure that supplies hot and cold water suitable for drinking.

7. Bathrooms and toilets must be private, toilets must function as designed and be connected each toilet must function as designed, including flushing and refilling, and be connected to a sewer, septic system or other waste disposal system.

8. Kitchen (if there is one) must include a functioning cook-top.

9. Laundry must include the fixtures required to provide a functional laundry other than whitegoods.

WHAT SHOULD I DO TO PREPARE?

First, you should assess each property on your rent roll to consider if works are needed to make a property compliant.

Because of the staged implementation of the laws, you do not need to decide this for every property at once.

It is recommended that you first consider properties that are *or may* be let to a new tenant or shall have their tenancy renewed sooner in the applicable period from 1 September 2023.

We recommend using the ***REIQ Property Standards Checklist***

WHAT IF A PROPERTY I MANAGE IS NOT COMPLIANT?

If you manage a property that requires works in order to comply with the minimum housing standards, you should notify your client of the issue and seek their instructions.

When advising your client, it is important to consider:

- the expected cost of the works;
- whether the nominated repairers can be engaged;
- if the tenant can reside in the property while the works are being undertaken; and
- whether your client needs to consult with their insurer.

We recommend using the REIQ forms coming to Realworks soon:

- ***Client Instruction Forms***
- ***Factsheets – for the client and tenant***
- ***Letters to Tenant***

WHAT SHOULD I DO IF MY CLIENT DOES NOT AGREE TO THE SUGGESTED WORKS?

If your client does not wish to take any action or does not agree for you to arrange the works to be undertaken, then you may wish to consider if you are willing to continue acting for that client.

If you use the PO Form 6 REIQ Property Management Schedule and Essential Terms, your client is contractually obligated to comply with any legal requirements with respect to the property.

WHAT IF THE WORKS REQUIRED ARE SIGNIFICANT?

In the event significant works are required to the property, you need to obtain instructions from your client about what next steps can be taken.

Although it is not a requirement under the RTRA Act, this may include offering alternative accommodation to the tenant.

You should direct your client to seek:

- advice from a builder or project manager about any works that are structural in nature;
- legal advice about what arrangements may be suitable with the tenant during this period; and
- advice from their insurer.

You may wish to obtain consent to have a building report done so that your owner can get specialist advice as to the extent of works needed and for insurance purposes.

New Tenancy Laws

2022

Ending Tenancies

COMMENCED 1 OCTOBER 2022

WHAT ARE THE CHANGES TO THE RTRA ACT IN RELATION TO ENDING TENANCIES?

One of the most critical changes to the RTRA Act are the provisions for ending a tenancy – for both the lessor and the tenant. There are new prescribed grounds to end a tenancy and changes to the existing grounds. It is important to be aware of the changes so that you can take the appropriate steps to end tenancies compliantly.

Importantly, lessors can no longer end periodic term agreements without grounds from 1 October 2022. Lessors may only end a periodic tenancy if they can satisfy one of the prescribed grounds as set out below. There are also new offence provisions and penalties that relate to these new ending tenancy provisions.

WHAT ARE THE NEW REASONS FOR A LESSOR TO END A TENANCY AND PRESCRIBED NOTICE PERIODS?

The grounds for a lessor to end a tenancy which have not changed are:

GROUNDS	NOTICE PERIOD	FIXED TENANCY	PERIODIC TENANCY
Unremedied Breach - Rent	7 Days	X	X
Unremedied Breach - Other than rent	14 Days	X	X
Noncompliance of QCAT order	7 Days	X	X
Non-livability	Immediate	X	X
Compulsory acquisition	2 Months	X	X
Ending of entitlement under employment	4 Weeks	X	X
Ending of accommodation assistance	4 Weeks	X	X
Ending of housing assistance	4 Weeks	X	X
Mortgagee taking possession	2 Months	X	X
Serious breach at public or community housing	7 Days	X	X

The additional new grounds to end a tenancy which came into effect on 1 October 2022 and related offence provisions are:

NOTICE PERIOD	FIXED TENANCY	PERIODIC TENANCY	NEW OFFENCES
For the sale of the property - includes both intention to sell property and if property has been sold with vacant possession			
2 Months	Only at the end of term	X	Lessor cannot relet property for a period of 6 months after Form 12 – penalty 50 units. You must not give false or misleading information in Form 12 – penalty 50 units.
New for State Government program if the property is required for use under a program administered by the State under an Act			
2 Months	Only at the end of term	X	
New for demolition or redevelopment if the client requires the property to be vacant for a planned demolition or redevelopment			
2 months	Only at the end of term	X	You must not give false or misleading information in Form 12 – penalty 50 units
New for significant repair or renovations if which such cannot be carried out safely while the tenant occupies the property			
2 Months	Only at the end of term	X	You must not give false or misleading information in Form 12 – penalty 50 units.
New for change of use if the client requires the property's use to be changed to a use other than residential and which will continue for a period of at least 6 months			
2 Months	Only at the end of term	X	Lessor cannot relet property for a period of 6 months after Form 12 – penalty 50 units. You must not give false or misleading information in Form 12 – penalty 50 units
New for ending of entitlement to student accommodation if the tenant is no longer a student			
1 Month	X	X	
New for owner occupation if yourself or your relative, needs to occupy the property			
2 Months	Only at the end of term	X	Lessor cannot relet property for a period of 6 months after Form 12 – penalty 50 units. You must not give false or misleading information in Form 12 – penalty 50 units
New for end of fixed term tenancy agreement			
2 Months	X	X	

There are also new grounds for a lessor to end tenancies by making an application to QCAT.

A non-urgent application can be made for a serious breach. This includes if lessor reasonably believes tenant or guest has:

- used the property for an illegal purpose (for example drug activity);
- intentionally or recklessly destroyed or damaged the property;
- endangered another person in the property; or
- significantly interfered with the reasonable peace, comfort, or privacy of another tenant by a tenant, occupant or guest.

The lessor may also make an urgent application to end a tenancy if there has been repeated breaches of by-laws or park rules by the tenant.

WHAT ARE THE NEW REASONS FOR A TENANT TO END A TENANCY AND PRESCRIBED NOTICE PERIODS?

The grounds for a tenant to issue a notice of intention to leave have now been expanded.

Within the first 3 months of a tenancy, the tenant can now apply to QCAT for a termination order if the lessor or property manager gave the tenant false or misleading information about:

- the condition of the property or its inclusions; or
- the services provided for the property; or
- a matter relating to the property that is likely to affect the tenant's quiet enjoyment of the property; or
- the tenancy agreement or any other document the lessor must give the tenant under the RTRA Act – such as body corporate by-laws; or
- the rights and obligations of the tenant or lessor under the RTRA Act.

The grounds for a tenant to issue a Form 13 Notice of Intention to Leave have also been expanded.

Within the first 7 days of a tenancy, the tenant can issue a Form 13 Notice of Intention to Leave to the lessor because:

- the property is not fit for the tenant to live in; or
- the property and inclusions are not in good repair; or
- the lessor is in breach of a law dealing with issues about the health or safety of persons using or entering the property; or
- the property or inclusions do not comply with the prescribed Minimum Housing Standards which come into effect 1 September 2023 for new tenancies and 1 September 2024 for existing tenancies.

It is important to make sure lessors are aware of these grounds – particularly if you have reason to believe that the property is not in a good condition or repair at the start of the tenancy.

WHAT SHOULD I DO IF MY CLIENT WISHES TO END A TENANCY AFTER 1 OCTOBER 2022?

If your client wishes to end a tenancy from 1 October 2022, they may only do so if a prescribed ground is satisfied.

The first step is to provide your client with the information they need to make an informed decision. We have created a Letter to Client, Client Instruction Form and REIQ Factsheet – Ending Tenancy Agreements to assist you with seeking instructions. There is a version for both periodic tenancies and fixed term agreement's in Realworks.

Unfortunately, if a prescribed ground is not satisfied, your client will not be able to end the tenancy (unless agreed between the parties mutually).

We recommend following steps in the REIQ Checklist for Lease Renewals and Ending Tenancies which sets out a best practice procedure to follow and advice about the new forms and factsheets in Realworks to use to facilitate the process.

HOW WILL THIS AFFECT FIXED TERM AGREEMENTS?

If a lessor wishes to end a fixed term agreement on the agreed end date of the fixed term, a Form 12 Notice to Leave must be given on that ground.

If the Form 12 Notice to Leave is not given with the correct notice period (having regard to delivery times as well) then the fixed term agreement may automatically convert to a periodic tenancy at the end of the fixed term.

It is the Residential Tenancies Authority (RTA) interpretation that a Form 12 Notice to Leave can be issued for the end of a fixed term tenancy up to one day prior to the end of a fixed term tenancy without the tenancy reverting to a periodic tenancy, providing the correct notice period has been applied.

Notwithstanding, to prevent potential disputes about the validity of a Form 12 Notice to Leave, it is the REIQ's best practice position to err on the side of caution and ensure a Form 12 Notice to Leave is issued at least 2 months before the end date of the fixed term agreement so that the Agreement can end on the agreed end date.

If you have fixed term agreements, we recommend issuing the Form 12 Notice to Leave well in advance of the expiry of the fixed term tenancy which can be given with or without an offer of a new tenancy.

You should seek your clients' instructions about offering a new tenancy at least 3 months before the end of the tenancy. This is to allow time for the client to make their decision and for you to prepare and issue the appropriate documents.

If a new Form 18a General Tenancy Agreement is being offered to the tenant, we recommend a Form 12 Notice to Leave for the current tenancy be issued at the same time with the vacating date being the expiry date of the current term. The offer of a new tenancy should have a deadline for the tenant to accept the offer so that if they do not, then they are required to vacate the property on the agreed end date of the current term. If this step is not taken, the tenancy may automatically convert to a periodic tenancy.

You should ensure the tenant has reasonable time to respond to an offer of a new tenancy, although there is no prescribed time frame.

WHAT ARE THE NEW TEMPLATE LETTERS TO TENANT IN REALWORKS?

We have created 5 template letters that you may wish to use in the following scenarios:

- Letter to tenant to end a periodic tenancy enclosing Form 12 Notice to Leave;
- Letter to tenant to end a fixed term agreement enclosing Form 12 Notice to Leave;
- Letter to tenant to offer a fixed term agreement and end a periodic tenancy by mutual agreement;
- Letter to tenant enclosing a Form 12 Notice to Leave during a tenancy, confirming that the owner may offer a renewal at a later date; and
- Letter to tenant enclosing Form 12 Notice to Leave at after a Form 18a has been entered, to confirm the agreed end date of the tenancy.

Pets

COMMENCED 1 OCTOBER 2022

WHAT ARE THE CHANGES TO THE RTRA ACT IN RELATION TO PETS?

A new process and requirements have been introduced for pet requests and approvals.

Key changes that apply from 1 October 2022 include:

- lessors must have a specific reason under prescribed grounds in order to refuse a tenant's request to keep a pet – they can no longer say "no pets allowed" or apply a blanket pet prohibition
- conditions for keeping a pet at a property must comply with prescribed requirements
- a new definition for pets has been introduced with a clarification about working dogs

WHAT DO I NEED TO DO IF I RECEIVE A REQUEST FROM A TENANT TO KEEP A PET?

If you receive a pet request from a tenant, you must respond to the tenant's request within 14 days after receiving it.

The response must be in writing and state whether the lessor approves or refuses the request, and:

- if approved, what the conditions of approval are; or
- if refused, the grounds for the refusal – these grounds must be limited to those permitted under the RTRA Act and why you believe the grounds for the refusal apply.

If you do not respond in time or your response is not compliant, the lessor's approval will be deemed. This means that the tenant is entitled to assume approval has been granted and they can keep a pet/s at the property without conditions.

The REIQ has created a Checklist for Pet Requests to assist property managers with the procedure and meeting statutory obligations.

WHAT ARE THE NEW PRESCRIBED FORMS AND RESOURCES?

There are a number of new forms and resources to be aware of.

The tenant must use the Form 21 Request for a pet at a rental property, which is the prescribed form developed by the RTA.

If the request is in the approved form, the REIQ has created a number of resources to assist property managers to obtain instructions and meet requirements.

Property managers may use the Letter to Client and Client Instruction Form to confirm if their client approves a request and what the conditions of approval are, or, if the client refuses the request and what the reasoning for refusal is under the prescribed grounds.

The REIQ has also created a Factsheet for property managers to provide to their clients outlining the legislative amendments.

WHAT IS THE NEW DEFINITION OF A "PET"?

It is important to note that a "pet" is now defined as a domesticated animal or animal that is dependent on a person for provision of food or shelter. A pet does not include a working dog or animal prescribed by legislation not to be a pet.

A working dog can be kept on the property without your client's approval. The tenant is not responsible for damage caused by a working dog at the property – it is considered fair wear and tear.

Further, a "working dog" includes:

- an assistance dog, guide dog or hearing dog under the *Guide, Hearing and Assistance Dogs Act 2009*, schedule 4; or
- a corrective services dog under the *Corrective Services Act 2006*, schedule 4; or
- a police dog under the *Police Powers and Responsibilities Act 2000*, schedule 6.

If the request relates to a pet that does not fall into the category of working dog but still provides a service for the tenant, such as a mental health pet, then you should advise your client to seek legal advice about refusing the request. You should exercise caution as a refusal may equate to discrimination in some circumstances.

WHAT ARE THE PRESCRIBED GROUNDS TO REFUSE A PET REQUEST?

If the client refuses a pet request, it is no longer sufficient or permissible to say, "no pets allowed".

Under the new provisions of the RTRA Act, the permitted grounds to refuse a pet request are limited to the following:

- keeping the pet would exceed a reasonable number of animals being kept at the property;
- the property is unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
- keeping the pet is likely to cause damage to the property or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the property;
- keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
- keeping the pet would contravene a law;
- keeping the pet would contravene a body corporate by-law or park rule applying to the property;
- the tenant has not agreed to the reasonable conditions proposed by you for approval to keep the pet;
- the animal stated in the request is not a pet; or
- if the property is a moveable dwelling property— that keeping the pet would contravene a condition of a licence applying to the property.

If your client refuses a pet on one of these grounds, it must be stated in your response to the tenant as well as the reasons why your client believes the ground to apply.

HOW SHOULD A REFUSAL BE GIVEN TO THE TENANT?

The RTA Pet Request Response form can be used to provide your response to the tenant's request to keep a pet at the property. This form can be found in Realworks.

The REIQ has developed an Annexure – Pet Refusal to the response form to provide room for the property manager to specify why they believe the grounds of refusal apply (which is required by the RTRA Act when a refusal is given). We have also created a Letter to Tenant template which can be used to enclose the response and annexure.

CAN WE REQUEST MORE RENT OR A HIGHER SECURITY BOND IF THE TENANT WANTS TO KEEP A PET?

Your client is not allowed to increase rent or the security bond if the tenant wants to keep a pet on the property. If they are concerned that any damage caused may be higher than the bond they hold, they may be able to refuse the tenant's request under the relevant prescribed grounds.

WHAT CONDITIONS CAN WE INCLUDE FOR AN APPROVAL?

The client may approve a pet request subject to conditions. The conditions must:

- relate only to keeping the pet at the property; and
- be reasonable having regard to the type of pet and the nature of the property; and
- be stated in the written approval given to the tenant.

Without limiting what conditions are reasonable having regard to the type of pet and the nature of the property, the RTRA Act prescribes that the following conditions are taken to be reasonable:

- if the pet is not a type of pet ordinarily kept inside—a condition requiring the pet to be kept outside at the property;

- if the pet is capable of carrying parasites that could infest the property—a condition requiring the property to be professionally fumigated at the end of the tenancy; and

- if the pet is allowed inside the property—a condition requiring carpets in the property to be professionally cleaned at the end of the tenancy.

The authorisation to keep a pet or working dog at the property continues for the life of the pet or working dog and is not affected by the agreement changing if the tenant still occupies the property, a change in lessor or property manager, or the retirement of the working dog.

An authorisation to keep a pet, working dog or other animal at property is also subject to any body corporate by-law, park rule or other law relating to keeping animals at the property.

HOW SHOULD AN APPROVAL BE GIVEN TO THE TENANT?

An approval should be given subject to the approval conditions requested by your client.

The RTA Pet Request Response form can be used to provide your response to the tenant's request to keep a pet at the property. This form can be found in Realworks.

The REIQ has developed two annexures, the Conditions– Indoor Pets and Conditions – Outdoor Pets for the response form.

We recommend using the REIQ Checklist for Pet Request to make sure the conditions are used properly with the RTA response form.

We have also created a Letter to Tenant template which can be used to enclose the response and annexures.

WHAT IF THE TENANT DISAGREES WITH THE GROUNDS OF REFUSAL OR CONDITIONS FOR APPROVALS?

If the tenant does not agree with the grounds of refusal or conditions of approval provided in the lessor's response, you should ask for the tenant to explain their reasoning and consider if their argument has merit based on the RTRA Act or some other law. For example – if the lessor and tenant disagree about the amount of open space needed at the property to humanely accommodate the pet.

These matters will likely be determined on a case-by-case basis, and it is unfortunately going to be difficult to know the right answer until these questions are properly tested in QCAT.

For the conditions of approval, if the tenant does not agree with the conditions (and you consider the conditions to be compliant with the legislative requirements), the lessor can refuse the pet request on the grounds that the tenant has not agreed to the conditions of approval.

If you are unsure of whether there is a valid dispute, we suggest you contact the REIQ Property Management Support Service on 1300 697 347.

WHAT IF THERE IS A BODY CORPORATE?

A pet approval is subject to body corporate by-laws, meaning your client may need to seek approval of the body corporate prior to approving a pet.

Body corporates can take up to 6 weeks to provide their response. For this reason, we recommend the client contacts the body corporate manager as soon as possible. The REIQ has created a Letter to Body Corporate to also assist with this.

DOES THIS APPLY FOR NEW TENANCIES? DO WE HAVE TO FOLLOW THIS PROCESS FOR A TENANT WITH A PET APPLYING FOR A PROPERTY?

These requirements will apply for all tenancies from 1 October 2022.

From 1 October 2022, the Form 18a General Tenancy Agreement with REIQ Special Terms annexure will contain special terms relating to pet approval conditions if applicable. This will ensure that new tenancies from this date will include allowable conditions.

You may wish to inform your client of these changes in advance by providing a REIQ Factsheet –Pet Approvals and Refusals.

Matters Affecting Repairs

1 OCTOBER 2022

WHAT ARE THE CHANGES TO THE RTRA ACT IN RELATION TO REPAIRS?

Some of the changes to the tenancy laws relate to the process and authorisation for repairs, including:

- increasing the maximum spending amount allowed for a tenant or property manager for emergency repairs from two (2) weeks to four (4) weeks' rent;
- the Form 18a General Tenancy Agreement must now identify the nominated repairer that is the tenant's first point of call for emergency repairs;
- new provisions replacing the process for obtaining and dealing with an order of QCAT for carrying out emergency & routine repairs – now referred to as "Repair Orders";
- an outstanding Repair Order made by QCAT applying to a property must be disclosed in the Form 18a General Tenancy Agreement to the tenant prior to the tenant entering into the tenancy; and
- any repairs for damage to the property which are caused by domestic violence experienced by the tenant is the responsibility of the lessor and costs cannot be recovered from the tenant.

WHAT SHOULD I DO NOW THAT THE CHANGES ARE IN EFFECT?

If you have not done so already, we recommend taking steps to vary your PO Form 6 to ensure you are instructed sufficiently to meet obligations under the new tenancy laws. It is very important that if a PO Form 6 is to be varied, it is done so correctly, otherwise you may risk an invalid variation.

To assist property managers, we have created a Checklist for Varying the PO Form 6 in Realworks. An important step to remember is to ensure a fully signed copy of the PO Form 6 with the variation fully signed, is provided back to your client once finalised. The Checklist has a number of other instructions that ensure the variation is compliant in line with agency law requirements.

We have also added a new Annexure to the Form 18a General Tenancy Agreement to set out information for nominated repairers in greater detail than Item 18.1 of the Form, including more categories of repairer. We recommend this Annexure is used with all new Form 18a's after 1 October 2022.

WHAT IS THE DIFFERENCE BETWEEN AN EMERGENCY REPAIR AND A ROUTINE REPAIR?

"Emergency" repairs include:

- a burst water service or serious water service leak;
- a blocked or broken lavatory system;
- a serious roof leak;
- a gas leak;
- a dangerous electrical fault;
- flooding or serious flood damage;
- serious storm, fire or impact damage;
- a failure or breakdown of the gas, electricity or water supply to the property;
- a failure or breakdown of an essential service or appliance on the property for hot water, cooking or heating;
- a fault or damage that makes the property unsafe or insecure;

- a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the property; or
- a serious fault in a staircase, lift or other common area of the property that unduly inconveniences a resident in gaining access to, or using, the property.

All other repairs are considered to be "routine" repairs and maintenance.

This is subject to change once the minimum housing standards come into effect for new tenancies from **1 September 2023** and existing tenancies from **1 September 2024**. The REIQ will update these forms and release new education content and resources prior to this time.

WHO SHOULD CARRY OUT REPAIRS?

It is best if you arrange the repairs to be carried out on behalf of the lessor so that you can ensure that the nominated repairer engaged holds the correct qualifications and insurance and all legislative requirements and procedures are complied with.

You should always seek your client's instructions in writing and keep the tenant updated during the process.

We recommend using the REIQ Checklist for Routine & Emergency Repairs available in Realworks.

HOW ARE REPAIRS PAID FOR?

Under the terms of the PO Form 6 REIQ Schedule, the client is obligated to pay for all repairs and maintenance to the property.

You are authorised to carry out any repairs or maintenance to a maximum amount specified in Part 8.2 of the PO Form 6.

Under the RTRA Act, the tenant and the property manager are now allowed to carry out emergency repairs up to a maximum amount equal to four (4) weeks' rent under the Form 18a General Tenancy Agreement.

We recommend you seek your clients' instructions to increase the amount you are authorised to spend under the PO Form 6 to four (4) weeks as well to:

- Ensure you are authorised to re-imburse the tenant if they incur costs for emergency repairs; and
- To confirm the authorised amount to spend for routine repairs and maintenance if this varies from emergency repairs.

CAN I GET AUTHORISED FOR SEPARATE AMOUNTS FOR EMERGENCY REPAIRS AND ROUTINE REPAIRS AND MAINTENANCE?

Yes. Your client does not need to authorise the maximum spend limit for all types of repairs to the same amount.

We recommend using the Client Instruction Form & Variation and REIQ Factsheet – Repairs which contains information and sets out options to vary Part 8.2 of the PO Form 6 for your client to make an informed decision.

It is important to discuss the benefits and potential consequences with your client and present all options to them. The REIQ resources are not mandatory but have been developed to assist you with this.

It is in your agency's best interest to maintain authorisation for an adequate amount to ensure you can comply with your client's obligations to keep the property in the standard of repair required by the RTRA Act.

WHAT IF MY CLIENT DOES NOT AUTHORISE ME TO CARRY OUT REPAIRS OR RE-IMBURSE THE TENANT FOR EMERGENCY REPAIRS?

If your client does not authorise repairs to be carried out or the tenant to be re-imbursed, in circumstances where their approval is required because you do not hold the required authorisation under Part 8.2 of the PO Form 6, you should refer your client to seek legal advice about their responsibilities to keep the property to a standard required under the Form 18a General Tenancy Agreement and RTRA Act.

You may need to also consider if you would like to continue with the appointment on account of liability and risk issues.

WHAT DO I NEED FROM THE TENANT IF THEY ARRANGE AN EMERGENCY REPAIR?

The tenant must provide you with documentation if they have arranged for an emergency repair at the property such as invoices, receipts, photographs or reports if provided by the repairer.

WHAT IF THE TENANT DOES NOT USE THE NOMINATED REPAIRER?

Under the RTRA Act, the tenant is allowed to engage a repairer of their choosing only in the following circumstances:

- there is no nominated repairer identified in the Form 18a General Tenancy Agreement;
- there is a nominated repairer identified in the Form 18a General Tenancy Agreement but they are not the first point of call for the tenant; or
- there is a nominated repairer identified in the Form 18a General Tenancy Agreement that is the tenants first point of call and they have not been able to get in contact with them and additionally, they have not been able to get in contact with your office.

From 1 October 2022, a lessor must provide details of nominated repairers in the Form 18a General Tenancy Agreement (note: as mentioned in Q2 above, you can use the new Annexure for Nominated Repairers which sets out a number of categories for repairers)

Although, your office can be listed as the "nominated repairer" for the purpose of Item 18.1 in the Form 18a General Tenancy Agreement, the REIQ strongly recommends inserting the contact details of the specific nominated repairer, as authorised by your client under the PO Form 6, so that the tenant has a contact outside of business hours.

It is also recommended that your client authorises you to engage your agency preferred nominated repairers under the PO Form 6 so that you can ensure the repairers provide the Contractor Appointment Form, are qualified and reputable, and hold the requisite insurance.

WHAT HAPPENS IF THE DAMAGE WAS CAUSED BY DOMESTIC AND FAMILY VIOLENCE EXPERIENCED BY THE TENANT?

You should notify your client if there is damage to the property caused by domestic and family violence experienced by the tenant.

If repairs are needed for damage caused by domestic and family violence experienced by the tenant, the lessor is not entitled to recover these costs from the tenant.

You may wish to respectfully ask the tenant about how damage was caused. You should take care when assessing such matters and determining the cause of the damage and whether it is related to domestic violence.

Repair Orders

WHAT IS THE NEW PROCESS?

A tenant can apply to QCAT for a repair order if the property or inclusions need repair.

If they are routine repairs, the tenant must have informed you of the need for repair and the repair must have not been carried out within a reasonable time after you were informed.

For emergency repairs, the tenant must have been unable to notify you or the nominated repairer of the need for repair or the repair must have not been made within a reasonable time after the tenant gave you or the nominated repairer notice of the need for repair. From 1 October 2022, a lessor **must** provide details of the nominated repairers in the Form 18a General Tenancy Agreement.

WHAT WILL QCAT CONSIDER WHEN MAKING REPAIR ORDERS?

QCAT may grant a repair order if they are satisfied with the tenant's application.

They must consider:

- the conduct of the lessor or the property manager
- the risk of injury the damage is likely to cause a person at the property
- the loss of amenity caused by the damage
- or any other matter QCAT considers relevant

For these reasons, we recommend that you ensure open communication is kept with a tenant when a request for repair is made. You should do all things necessary to action a request promptly and ensure your client is aware of the extent of damage and risks of failing to carry out repairs promptly.

WHAT WILL A REPAIR ORDER INCLUDE?

In granting the repair order, QCAT may make any order, or give any directions, about the repairs that QCAT considers appropriate in the circumstances.

If the property is vacant, QCAT may make an order that the property not be occupied until stated repairs are completed.

QCAT may also make an order about:

- what is, or is not, to be repaired
- that the lessor must carry out the repairs by a stated date
- that the tenant may arrange for a suitably qualified person to carry out the repairs for an amount decided by the tribunal
- who must pay for the repairs
- that the tenant may pay a reduced rent until the repairs are carried out to the standard decided by the tribunal
- that the lessor must pay an amount to the tenant as compensation for loss of amenity
- that a suitably qualified person must assess the need for the repairs or inspect the property or inclusions
- that the residential tenancy agreement ends if the repairs are not completed by a stated date

If QCAT makes a repair order against your client, you should recommend they seek legal advice about what the order requires them to do and the consequences of failing to comply.

Repair Orders

WHAT HAPPENS IF THE ORDER IS NOT COMPLIED WITH?

Until complied with, the repair order continues to apply to the property. It does not end with the residential tenancy agreement pursuant to which the tenant application arose. From 1 October 2022, there will be an obligation to disclose outstanding repair orders in a general tenancy agreement.

A person must comply with a repair order unless they have a reasonable excuse. It is an offence under the RTRA Act to fail to comply. The responsible party may be fined.

WHAT IF THE LESSOR NEEDS AN EXTENSION?

The lessor may apply to QCAT for an extension of time to comply with a repair order. QCAT may grant the application if they are satisfied the lessor is unable to complete the ordered repairs before the required time due to:

- hardship
- a shortage of a material necessary to make the repairs
- the remote location of the property causing the lessor difficulty in being supplied with a material necessary to make the repairs or engaging a suitably qualified person to make the repairs

If your client intends to comply with the repair order, it is important to keep the due date diarised and the above reasons for extension in mind.

FAQ – Changing Locks

WHAT ARE THE CHANGES TO THE RTRA ACT IN RELATION TO CHANGING LOCKS?

There are some key changes with respect to changing locks.

The grounds to change a lock has been expanded, it is now separate grounds "if the party has a reasonable excuse" and "if the party believes there is an emergency". There is also a new ground for changing a lock – if the tenant believes the change is necessary to protect themselves or another occupant from domestic and family violence and has engaged a qualified locksmith.

In addition, there is also a new requirement that a lessor cannot provide a copy of the key to another party without consent of the tenant if a lock is changed by the tenant under the domestic and family violence grounds.

The lessor is still obligated to ensure the property is kept secure.

WHEN CAN A PARTY CHANGE A LOCK?

A lessor or tenant may only change a lock if:

- the parties have agreed to the change;
- the party has a reasonable excuse for making the change;
- the party believes the change is necessary because of an emergency; or
- the lock is changed pursuant to a QCAT order.

Tenants may also change a lock if the tenant believes the change is necessary to protect themselves or another occupant from domestic and family violence and engages a qualified locksmith to change the lock.

WHAT IS A "REASONABLE EXCUSE"?

"Reasonable excuse" is not defined in the RTRA Act but might include circumstances where:

- the tenant has lost/damaged the keys and/or devices – the locks should be replaced for security purposes;
- the lessor wants to upgrade/replace the locking mechanisms or fixtures the locks are attached to; or
- a tenant leaves the property.

WHAT WOULD BE CLASSIFIED AS AN "EMERGENCY"?

"Emergency" is not defined in the RTRA Act but might include circumstances where it is necessary to secure the property if:

- the locks are damaged and the tenant cannot access the property; or
- the property has been broken into or there has been some other unathorised entry.

WHAT IF ONE PARTY WILL NOT AGREE TO CHANGE THE LOCKS?

The parties must not act unreasonably in failing to agree to the change of a lock. This is a legislative requirement under section 212 of the RTRA Act and standard term 21 of the Form 18a General Tenancy Agreement.
If the lessor or tenant is refusing to agree to change a lock, property managers should remind them of their obligations under the RTRA Act and Form 18a General Tenancy Agreement.

If you believe the client has a reasonable ground to refuse consent such as if the tenant's grounds for the change are not covered under the RTRA Act, you should notify the tenant of why the request is refused. If you are an REIQ member, we recommend that you contact the REIQ Property Management Support Service on 1300 697 347 if you are unsure.

FAQ – Changing Locks

WHEN SHOULD A TENANT PROVIDE A COPY OF THE NEW KEYS AND/OR DEVICES?

If the tenant has changed the locks under valid grounds, they must provide a copy of the key and/ or devices to your office. There is no prescribed time frame for this however the REIQ recommends that the property manager request a copy of the keys and/ or devices immediately upon learning of the change of locks. If the tenant fails to provide the keys after a request is made, the property manager should consider issuing a Form 11 Notice to Remedy Breach.

IF THE PROPERTY MANAGER OR LESSOR CHANGES A LOCK, WHEN SHOULD THE LESSOR OR PROPERTY MANAGER PROVIDE THE KEYS TO THE TENANT?

You should provide all keys and/or devices to the tenant as soon as practicable so that they continue to have access to the property. You should try to arrange any lock change on behalf of the lessor at a time that is suitable for the tenant so that they can immediately take a copy of the key. If there is a delay in providing the keys to the tenant, this may be a breach of the Form 18a General Tenancy Agreement and RTRA Act as the tenant's access to the property or that part of the property may be affected.

WHAT IF THE LOCK HAS BEEN CHANGED BY A PERSON THAT IS NOT QUALIFIED?

The locks should only be changed by a qualified locksmith. The parties must not change the locks themselves. You should seek confirmation from the client or tenant if they have changed a lock. If it appears that the lock has not been professionally changed, you should seek your clients' instructions as the change of lock may affect their insurance cover.

WHO PAYS FOR THE CHANGE OF A LOCK?

In most circumstances, the party that is responsible for the change of a lock or wishes to change a lock will be the party responsible for the cost.

There may be some circumstances where a specific party is responsible, such as:

- if a lock needs to be replaced because it is damaged by the tenant, then the tenant is responsible;
- if a lock needs to be replaced due to fair wear and tear, then the lessor is responsible;
- if the lock is replaced because a key is lost or damaged by the tenant, then the tenant is responsible;
- if the lock is replaced because of a change in tenants, the lessor is responsible for the cost; and
- if there has been an unforced entry and a police report, the lessor is responsible for the cost.

A tenant may also change a lock at the property if they believe it is necessary to protect themselves or another occupant of the property from domestic violence.

IS THERE ANYTHING ELSE I NEED TO DO?

Property managers should remind their lessor:

- to speak to their insurer if major changes have been made to the property; and
- if the property is a lot in a Community Titles Scheme, to review by-laws of the body corporate or other rules in place.

We recommend using the REIQ Factsheet for Changing Locks.

FAQ – Domestic & Family Violence Provisions

WHAT ARE THE NEW PROVISIONS RELATING TO DOMESTIC AND FAMILY VIOLENCE?

The new provisions for domestic and family violence were introduced when the Housing Legislation Amendment Act came into effect on 1 October 2021.

These provisions are currently in place and a number of prescribed forms are available from the Residential Tenancies Authority (RTA), which must be used.

Property managers should always exercise caution when dealing with tenants that are experiencing domestic and family violence.

WHAT ARE THE TENANTS' OPTIONS IF THEY ARE EXPERIENCING DOMESTIC AND FAMILY VIOLENCE?

If a tenant experiences domestic and family violence, they may choose to either leave the property or stay at the property.

If the tenant stays at the property, they are entitled to change locks.

They may also make an urgent application to QCAT to

- be recognised as tenant (if they are an approved occupant and domestic associate of the tenant); or
- be recognised as the sole tenant or co-tenant,
- if they are in a co-tenancy including if they are an approved occupant and domestic associate of the other or another co-tenant,

instead of the person who has perpetrated the domestic and family violence.

IN WHAT CIRCUMSTANCES CAN A PERSON OR TENANT MAKE A QCAT APPLICATION TO STAY AT THE PROPERTY?

Either an existing co-tenant or an approved occupant, who is the domestic associate of a tenant or co-tenant, can make such application.

A 'domestic associate' includes the following relationships:

- intimate relationship;
- family relationship; or
- informal care relationship.

A person may apply to QCAT for an order to be recognised as the tenant or co-tenant under the tenancy agreement instead of the person's domestic associate if the domestic associate has committed domestic and family violence against that person.

QCAT can grant this order if they are satisfied that the person has established the grounds of the application. QCAT will consider if there is a protection order or domestic violence order against the domestic associate and any conditions of such order which may apply.

A domestic associate of the tenant occupying the property can also apply to QCAT for a termination order because the tenant has intentionally or recklessly caused, or is likely to intentionally or recklessly cause, serious damage to the premises or has committed domestic violence against the domestic associate.

The relevant party must let you know if they are making such application and you can attend and be heard at the QCAT hearing.

FAQ – Domestic & Family Violence Provisions

WHAT IS THE PROCESS IF THE TENANT WANTS TO LEAVE THE PROPERTY?

If the tenant believes they can no longer safely continue to occupy the property, they can choose to leave the property and end their interest in the tenancy. They must give you the prescribed form - Form 20 Notice Ending Tenancy Interest (domestic and family violence).

The notice must be supported by relevant prescribed evidence of domestic violence, for example, doctors report, psychologist report, a protection order.

The requirements are set out in Part B of Form 20. The tenant may let you view the evidence or provide a copy to you.

It is important to understand that property managers cannot assess the truth or accuracy of the domestic and family violence that the tenant claims they are experiencing.

The RTA also has a prescribed Domestic and Family Violence Report which may be given by an authorised professional as part of the tenant's evidence. An authorised professional includes a doctor, nurse, psychologist, social worker, domestic and family violence support worker, an Aboriginal or Torres Strait Islander medical service or solicitor.

WHAT SHOULD I DO IF I RECEIVE A FORM 20 NOTICE?

Within 7 days of receiving a Form 20 notice, you must tell the tenant if you intend to dispute the notice.

The only reason you (or the lessor) can dispute the Form 20 notice is because the notice is not compliant, or the correct evidence has not been given.

You cannot make an assessment about the truth of the domestic and family violence experienced by the tenant or if the tenant does not feel it is safe to keep occupying the property.

You must make the application to QCAT within 7 days after receiving the Form 20 notice.

CAN QCAT SET ASIDE A FORM 20 NOTICE?

QCAT can set aside the Form 20 notice if it is not compliant with the RTRA Act or the supporting evidence is not compliant.

QCAT will however only consider if the notice and supporting evidence meets legislative requirements.

QCAT will not examine or provide determination on whether the tenant has experienced the domestic and family violence claimed, or the tenant's belief as to whether they could safely continue to occupy the property.

WHAT ARE THE NEXT STEPS IF THE FORM 20 NOTICE IS COMPLIANT?

If the Form 20 Notice is compliant, then you must notify the tenant within 7 days that you do not intend to apply to QCAT to set aside the notice.

Where a co-tenancy applies, you must also confirm the date that you will tell any remaining co-tenant/s on the same tenancy agreement that the vacating tenant has ended their interest.

Notably, this may include the person who perpetrated the domestic and family violence.

There are strict limits on when you can notify the remaining tenant/s that the vacating tenant has left. You must notify them no earlier than 7 days and no later than 14 days after the vacating tenant's or resident's interest in the tenancy ends.

FAQ – Domestic & Family Violence Provisions

WHEN CAN THE TENANT LEAVE?

The tenant's interest in the property will end on the earlier of the 7-day notice period expiring, and the tenant leaving the premises.

The tenant can leave immediately. Despite when the tenant leaves, they are required to pay rent for the full 7-day notice period.

The tenant is not required to give forwarding address.

CAN I GIVE MY CLIENT A COPY OF THE FORM 20 NOTICE AND SUPPORTING EVIDENCE?

Generally, you can provide a copy of the Form 20 notice to the client and supporting evidence if you have been given a copy. Otherwise, the vacating tenant's privacy must be maintained. You must not provide a copy to any other person including the remaining co-tenants. There are some strict exemptions, however you should obtain advice prior to making any disclosure of the tenant's information.

There are severe penalties which may apply if this requirement is not complied with. You must not disclose the tenant's reason for leaving the property if giving a reference to another agency or lessor.

WHAT HAPPENS AFTER THE TENANT VACATES THE PROPERTY?

If the vacating tenant was a sole tenant, after they have left the property, you can enter for a final inspection.

If the vacating tenant was a co-tenant, the agreement will continue on the same terms for the remaining co-tenants at the property. This includes payment of full rent.

Upon notifying the co-tenant/s of the vacating tenant's departure, you should issue a Continuing Interest Notice to the remaining tenants.

This is an RTA prescribed form which requires the remaining tenants to top-up the bond equal to the amount refunded to the amount contributed by the vacating tenant. The remaining tenants must pay this amount within 1 month of the notice being issued. This should be the only information you provide the remaining tenants about the vacating tenant.

After the tenant vacates on domestic and family violence grounds, unless you have grounds to enter the property for another prescribed reason or all remaining co-tenants agree, you will not be able to enter the property for a final inspection in relation to this.

WHAT CAN I CLAIM ON THE TENANT'S BOND?

The vacating tenant is not responsible for, and you cannot claim, the costs of the following:

- costs associated with the ending of the tenancy;
- reletting cost;
- costs to remove the tenant's goods from the property; and
- costs for the repair of damage caused to the property by the domestic and family violence experienced by the tenant.

There may be other costs that fall outside of the above categories (for example, if the tenant has failed to pay rent).

When inspecting the property after the tenant vacates, if an inspection is possible under the circumstances, you should note the condition of the property and what repairs, damage or maintenance are required due to:

- possible domestic and family violence experienced by the tenant; or

- a failure of the tenant to fulfil their obligations under the tenancy which are unlikely due to domestic and family violence experienced by the tenant (for example, if the tenant has failed to keep the yards maintained for an extended period of time).

Property managers should exercise caution when assessing whether repairs, damage or maintenance needed has been the result of domestic and family violence experienced by the tenant. If required, legal advice should be sought.

As bond dispute matters proceed to QCAT, we will have clearer parameters on what can and cannot be claimed on the tenant's bond if they are vacating on grounds of domestic and family violence. In the meantime, if there is a particular item in dispute, we recommend using your best endeavours and acting reasonably. You should consider the risk of having the matter heard in QCAT and what potential reputational and personal risk issues may arise if you try to dispute the bond of a person trying to escape domestic and family violence.

HOW DO I TREAT THE TENANT'S BOND?

When a tenant is vacating on grounds of domestic and family violence, the tenant or the property manager must use the Form 4a Bond Refund for persons experiencing domestic and family violence. This is a prescribed form.

The RTA will process the bond refund after the tenant has vacated the property and their interest in the tenancy has ended.

The RTA will only notify the vacating tenant or property manager once the form is lodged, they will not notify the remaining tenants or co-contributors of the bond.

If the parties agree on the amount to be refunded to the tenant, it will be processed by the RTA quickly. The other bond contributors do not need to sign the form.

WHAT IF WE DO NOT AGREE ON THE AMOUNT OF THE BOND TO BE REFUNDED?

The RTA will release the amount of the bond which is undisputed.

If only one party signs the Form 4a, the RTA will give the other party a Notice of Claim and they will have 14 days to dispute the bond claim. If no response is received, the RTA will proceed with paying the bond as requested in the Form 4a. If the parties cannot reach agreement, they will need to utilise the RTA dispute resolution service.

Death of Sole Tenant or Co-Tenant

From 20 October 2021, if a sole tenant dies, the tenancy ends one month after the persons death, or earlier if:

- the lessor and tenant's representative agree to an end date; or
- 14 days after either party gives the other written notice of the agreement ending because of the tenant's death; or
- a day decided by QCAT if the lessor makes an urgent application under section 415(5) of the RTRA Act.

If a co-tenant dies, their interest in the tenancy ends and the agreement continues in force with parties to the agreement.

There are now new grounds allowing a remaining co-tenant to end their tenancy if their co-tenant dies and continuing the tenancy would be impractical for that remaining co-tenant or would cause them excessive hardship. The tenant can end their tenancy by giving a Form 13 Notice of Intention to Leave to the lessor, with a notice period of 14 days.

If you are informed that a tenant has passed away at the property, if the tenant was a sole tenant, we recommend contacting their emergency contact as soon as practicable. If the tenant was a co-tenant, we recommend contacting the remaining co-tenants in a timely manner to confirm what they would like to do.

ENTRY CONDITION REPORTS

From 1 October 2022, the tenant will now have **7 days** to sign, return and raise dispute with the entry condition report, increased from 3 days. The 7 days will commence from the date the tenant first occupies the property. If the tenant enters a new tenancy agreement to continue their interest after the expiry of their current tenancy agreement for the same property, unless a new entry condition report is prepared, the original condition report is taken to be the condition report for the renewed agreement.

You should ensure that your internal processes are changed to keep compliant with the new time limit.

Rooming Accommodation

The new tenancy laws will also affect rooming accommodation agreements from 1 October 2022. The changes are summarised below.

ENDING TENANCIES

From 1 October 2022, the following new grounds to issue a Notice to Leave will be introduced for rooming accommodation:

FOR SALE OF PROPERTY
• If the property is being prepared for sale and vacant possession is required; or • The provider has entered into a contract for sale requiring vacant possession.
Notice Requirements: The provider cannot require the resident to leave earlier than 1 month after the notice is given to the resident or if the rooming accommodation agreement is a fixed term agreement, the day the agreement ends.
Offences: (1) A provider or provider's agent must not give a resident a notice under this ground containing information they know is false or misleading in a material particular – potential penalty of 50 units. If a notice is given under this ground, the provider cannot offer rooming accommodation at the property for a period of 6 months after the agreement ends – potential penalty of 50 units.

FOR PLANNED DEMOLITION OR REDEVELOPMENT
If the provider requires the property to be vacant for a planned demolition or redevelopment.
Notice Requirements: The provider cannot require the resident to leave earlier than 2 months after the notice is given to the resident or if the rooming accommodation agreement is a fixed term agreement, the day the agreement ends.
Offence: A provider or provider's agent must not give a resident a notice under this ground containing information they know is false or misleading in a material particular – potential penalty of 50 units.

Rooming Accommodation

FOR SIGNIFICANT REPAIR OR REDEVELOPMENT
• If the property requires significant repairs or the provider intends to carry out significant renovations to the property; and • The repairs or renovations cannot be effectively, efficiently or safely carried out while the resident occupies the property.
Notice Requirements: The provider cannot require the resident to leave earlier than 1 month after the notice is given to the resident or if the rooming accommodation agreement is a fixed term agreement, the day the agreement ends.
Offence: A provider or provider's agent must not give a resident a notice under this ground containing information they know is false or misleading in a material particular – potential penalty of 50 units.

FOR CHANGE OF USE
• If the provider requires the property for use as holiday accommodation or other short stay service accommodation; or • The provider requires the property for a use that is not a residential use; or • The provider proposes to make a change to the property making it no longer able to be used as a residential dwelling.
Notice Requirements: The provider cannot require the resident to leave earlier than 1 month after the notice is given to the resident or if the rooming accommodation agreement is a fixed term agreement, the day the agreement ends.
Offence: (1) A provider or provider's agent must not give a resident a notice under this ground containing information they know is false or misleading in a material particular – potential penalty of 50 units. (2) If a notice is given under this ground, the provider cannot offer rooming accommodation at the property for a period of 6 months after the agreement ends – potential penalty of 50 units.

ENTITLEMENT TO STUDENT ACCOMMODATION ENDS
If a resident's entitlement to occupy the student accommodation depends on the resident being a student and the resident is no longer a student.
Notice Requirements: The day the resident is required to leave the property must not be earlier than 1 month after the notice is given to the resident.

Rooming Accommodation

The above new grounds are in addition to the current grounds to issue a Notice to Leave which are not changing, including:

- because of serious breach if a resident has used the room or common areas for an illegal purpose or has intentionally or recklessly destroyed or damaged the property;
- because the property has been destroyed and is partly or wholly unfit to live in or may no longer be used as a lawful residence; or
- if the resident's employment ends or entitlement to occupy the property under employment ends.

Importantly, from 1 October 2022, the provisions allowing parties to end a rooming accommodation agreement without grounds **have been removed**.

Instead, the following new ground has been inserted:

FOR END OF A FIXED TERM AGREEMENT
Notice Requirements: The provider cannot require the resident to leave earlier than 14 days after the notice is given to the resident or the day the fixed term agreement ends.

For periodic agreements, this means that from 1 October 2022, providers can no longer end the agreement without grounds. If the provider wishes to end a periodic rooming accommodation agreement, they must satisfy one of the above new grounds.

We suggest using the REIQ Checklist for Form 12 Notice to Leave for calculating notice periods and delivery methods.

Additionally, the providers right to make an application to QCAT to terminate a rooming accommodation agreement due to repeated breaches by the resident is now extended to include breaches of the body corporate by-laws.

Rooming Accommodation

NEW RESIDENT RIGHTS TO END TENANCY

The resident will now have a right to issue a notice terminating a rooming accommodation agreement within 7 days of the resident occupying the room if:

- the provider is in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas; or
- the resident's room or common areas are not fit for the resident to live in; or
- the resident's room or common areas, or the facilities provided in the room or common areas, are not safe or in good repair; or
- the rental property or inclusions do not comply with the prescribed minimum housing standards (from 1 September 2023 for new tenancies and 1 September 2024 for existing tenancies).

The agreement will be terminated at least 2 days after the notice is given to the provider.

The resident may also make an application to QCAT to terminate a rooming accommodation agreement within the first 3 months of occupying the room if the provider or provider's agent gave the resident false or misleading information about:

- the condition of the rental property, the resident's room or inclusions; or
- the services provided for the resident's room; or
- a matter relating to the rental property or the resident's room that is likely to affect the resident's quiet enjoyment of the room;
- the agreement or any other document the provider must give the resident under this Act; and
- the rights and obligations of the resident or provider under this Act.

DEATH OF A CO-RESIDENT

A resident may terminate a rooming accommodation agreement if a co-resident dies by giving 7 days' notice to the provider.

NEW DISCLOSURE REQUIREMENTS

From 1 October 2022, a provider or their property manager cannot advertise or offer rooming accommodation under the prescribed information is disclosed.

You cannot accept a rental bond if this has not been complied with and as a consequence, you may incur a penalty of up to 20 units.

You must also give prescribed information to a prospective resident prior to doing any of the following:

- accepting a document that commits the prospective resident to enter a rooming accommodation agreement or make payment for the accommodation;
- accepting a payment for the accommodation; and
- entering into the rooming accommodation agreement.

ENTRY CONDITION REPORT

The resident will now have 7 days after they first occupy the room to sign and return the entry condition report and if they do not agree with the report, to show which part they do not agree with by marking the report.

Additionally, unless a new condition report is prepared for a renewal agreement, the condition report for the original agreement is taken to be the condition report for the renewal agreement at the start of the rooming accommodation.

Rooming Accommodation

MINIMUM HOUSING STANDARDS

The minimum housing standards will equally apply for properties that have residency interests.

RENT INCREASES

If rent is increased in compliance with the RTRA Act and the rooming accommodation agreement, the resident will only be obligated to pay the increase if it does not relate to making the property or its inclusions compliant with the prescribed minimum housing standards or keeping of a pet or working dog in the resident's room.

A resident will have the right to make an application to QCAT if they believe a rent increased in excessive or not compliant.

PETS

The requirements and procedures relating to pet approvals are largely the same for residency interests as they are for tenancy interests. There are some minor differences as follows.

The grounds for refusal for keeping a pet in the resident's room are:

- keeping the pet would exceed a reasonable number of animals being kept in the room or at the rental property;
- the resident's room is unsuitable for keeping the pet because of a lack of appropriate space or other things necessary to humanely accommodate the pet;
- keeping the pet is likely to cause damage to the resident's room or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the room;
- keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
- keeping the pet would contravene a law;
- keeping the pet would contravene a body corporate by-law or house rule applying to the rental property;
- the resident has not agreed to the reasonable conditions proposed by the provider for approval to keep the pet; and
- the animal stated in the request is not a pet.

The provider can impose conditions on an approval to keep a pet in the resident's room only if the conditions relate to keeping the pet in the resident's room, are reasonable having regard to the type of pet, the room and the rental property and are stated in the written approval.

The following conditions are taken to be reasonable:

- a condition requiring the pet generally be kept in the resident's room;
- if the pet is capable of carrying parasites that could infest the room—a condition requiring the room to be professionally fumigated at the end of the rooming accommodation agreement; and
- if the pet is allowed inside the room—a condition requiring carpets in the room to be professionally cleaned at the end of the rooming accommodation agreement.

The provider cannot increase the rent or security bond required for the room due to a pet approval

CHANGING LOCKS

The provisions relating to changing locks for rooming accommodation have not changed, except for that from 20 October 2021, a resident can request a provider to change or repair a lock that secures their room if the purpose is to protect the resident from domestic and family violence. In these circumstances, the provider must change or repair the lock and cannot give a key to any person other than the resident without the resident's consent or a reasonable excuse.

RESIDENT OBLIGATIONS

The resident's obligations under section 253 have not changed, however from 20 October 2021, they do not apply to the extent the obligations would have the effect of requiring the resident to repair, or compensate the provider for, damage to the resident's room or inclusion caused by an act of domestic violence experienced by the resident.

DOMESTIC AND FAMILY VIOLENCE PROVISIONS

The process and requirements for ending a residency interest are the same as those for ending a tenancy interest. Please see the FAQ for Domestic and Family Violence above for detailed information.

If a resident ends their residency interest under these provisions, they too are not liable:

- for costs relating to ending the rooming accommodation agreement;
- costs relating to goods left at the property; or
- costs relating to reletting the resident's room.

DEATH OF A SOLE RESIDENT

If a sole resident dies, the rooming accommodation agreement ends either 7 days from the provider or personal representative of the resident gives the other party notice that the rooming accommodation agreement ends, or otherwise, by a date agreed between the parties or decided by QCAT on application by the provider. If none of the above apply, the agreement will end 14 days after the resident's death.

REIQ
A REAL STEP AHEAD

OUR OFFICE

Level 1, 50 Southgate Avenue
CANNON HILL QLD 4170

E: ask@reiq.com.au
T: 1300 697 347

CONNECT ONLINE

w: www.reiq.com
f: @thereiq
i: @thereiq
in: The REIQ

PO BOX

PO Box 3447
TINGALPA DC QLD 4173