



# Managing general tenancies in Queensland

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

This guide is an educational resource for people who manage general residential tenancies in Queensland. It provides a summary of how the Act applies and the information provided is for general guidance only – it is not legal advice. The Act takes precedence over this information should there be any inconsistency between the Act and this guide.

## As the property manager/owner, you must:

- ensure the property is vacant, clean and in good repair at the start of the tenancy
- respect the rights of the tenant to quiet enjoyment of the property
- comply with all health and safety laws
- keep the property in a good state of repair
- ensure any external doors and windows of the rental property have locks or latches
- provide reasonable security with locks in good working order and supply keys for each lock
- pay all charges, levies, premiums, rates and taxes for the property and cover the costs of preparing the tenancy agreement
- reimburse the tenant for money spent on emergency repairs (conditions apply)
- ensure you lodge all bond money with the RTA within 10 days of receiving it, if the tenant pays the bond to you
- ensure copies of all relevant documents are provided to the tenant within the correct timeframes (e.g. signed tenancy agreement, signed entry condition report, etc.)
- ensure the rental property meets minimum housing standards (see page 5).

## The tenant must:

- pay the rent on time
- keep the property clean and undamaged, and return it in the same condition as when they moved in (fair wear and tear excepted)
- keep to the terms of the tenancy agreement
- respect their neighbours' right to peace and quiet.

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# Before a tenancy

## When an agent acts on your behalf

You are responsible for meeting the requirements of the Act. If you employ a real estate agent to manage the property you should ensure they are licensed and understand their legal obligations. You and the agent should also have a formal agreement in place (e.g. a *Property Occupations Act 2014* form).

Find out more at the [Office of Fair Trading website](#).

## Clear communication

Clear communication is vital between you and the prospective tenant. Being clear about expectations and what is included in the tenancy agreement gives everyone a chance to resolve concerns before the start of a tenancy and helps prevent disputes at the end of the tenancy.

## Advertising the property for rent

### Section 57

Rental properties must be advertised at a fixed price. You do not have to display the price on a ‘for rent’ sign at the property, but any other advertisement must include a fixed price.

You must not:

- advertise a property with a rent range (e.g. between \$550 – \$600)
- put the property up for a rent auction, where prospective tenants are required to bid for a property
- encourage or accept an offer of higher rent than advertised or more rent in advance than prescribed under legislation from a prospective tenant at the start of the tenancy.

## Fees and charges

### Section 59

The only money you can ask a prospective tenant for is:

- a key deposit
- a holding deposit
- a rental bond
- rent.

You can only accept an amount for a tenancy (apart from a key deposit) if you have first given the prospective tenant a written copy of the proposed tenancy agreement including any special terms.

You cannot charge a prospective tenant an application fee.

## Key deposits

### Sections 156–158

You may ask a prospective tenant for a refundable key deposit to inspect the property.

It is not compulsory to take a key deposit but if you take one you must give them a receipt stating:

- your name (or the name of the person taking the deposit)
- the name of the person paying the deposit (usually the prospective tenant)
- the address of the rental property
- the date the deposit is received
- the amount paid
- that it is a key deposit, and
- when the key is to be returned.

The key deposit must be fully refunded when the prospective tenant returns the key regardless of whether they enter into an agreement or not.

## Holding deposits

### Sections 159–162

A prospective tenant may be asked for a deposit to reserve or hold the property they intend to rent. They must be given a copy of the proposed agreement, including any special terms, before money is taken.

You and the tenant should agree on the holding period that applies to the deposit. If none is agreed, the period is 48 hours.

You can only take one holding deposit at a time for the property. Once you have taken the deposit you must give a signed receipt and ensure the property is available if the prospective tenant decides to proceed with the tenancy.

If the tenant does not want to rent the property and tells you within the holding period, you must refund the deposit within 3 days.

You can keep the holding deposit if the prospective tenant fails to notify you of their decision not to go ahead with the tenancy within the agreed holding period.

You can also keep the deposit if the prospective tenant indicates they will proceed with the tenancy but fails to enter into a tenancy agreement before the end of the holding period.

When a tenant commits to a tenancy agreement the holding deposit becomes part of the rental bond.

## Rental application process

### Section 57B–57D

Property managers/owners must require prospective tenants (the applicant/s) to apply for a residential tenancy using the standardised application form prescribed under Queensland tenancy laws. The approved form is the RTA's [Rental application \(Form 22\)](#), available at [rta.qld.gov.au](http://rta.qld.gov.au). Property managers/owners may use their own application form, provided it complies with the relevant provisions of the Act and regulations. The application form must not request information beyond what is specified in Form 22.

A property manager/owner must provide at least two different methods for an applicant to submit their application. One of these methods must not be restrictive.

Restrictive methods refer to:

- Where an applicant is required to provide their personal information through an online platform to someone who is not the property manager/owner, but who is collecting the information on their behalf; and
- A method that incurs a cost to the applicant, such as an application fee or the cost to conduct a background check.

A property manager/owner can request **no more than two documents** from each of the following categories to support the tenancy application:

- i. Documents proving the applicant's identity;
- ii. Documents showing the applicant's financial ability to pay rent;
- iii. Documents assessing the applicant's suitability for the rental.

An applicant may offer to provide more documents, but you cannot request, encourage, or solicit additional documents.

Property managers/owners cannot request certain information, specifically:

- Evidence of legal actions taken by the applicant, including disputes or matters considered by a tribunal;
- Any [Notice to remedy breach \(Form 11\)](#) or [Notice to remedy breach \(Form R11\)](#), either issued to or by the applicant;
- The applicant's history regarding rental bonds, including any claims made;
- Any statements that detail an applicant's credit or bank account transaction history.

### Verification of Identity

The Act allows an applicant to verify their identity by either:

- Providing a copy of the original identity document; or
- Allowing the property manager/owner to access or sight the original identity document.

### Discrimination

#### Section 7 of the *Anti-Discrimination Act 1991*

You must not unlawfully discriminate when choosing a tenant. Tenants and prospective tenants should be assessed on their individual merits rather than on the basis of bias or prejudice. The *Anti-Discrimination Act 1991* and federal anti-discrimination laws protect tenants and prospective tenants. You cannot make it harder for people in particular groups to gain access to your rental property.

Contact the [Queensland Human Rights Commission](#) for more information.

### Personal information

#### Section 457C–457E

The Act defines personal information as information or an opinion about a specific person, or someone who can be reasonably identified, whether the information is true or not. This includes whether the information is recorded or not, and also covers photographs or images of someone's personal possessions or standard of living. Personal information may also include any photos taken during a routine inspection, as taking photos during property inspections is considered part of managing the rental premises.

Personal information can only be collected:

- For applicants – to assess if they are suitable to rent the property.
- For tenants – only if the information is needed to manage the rental agreement.

Property managers/owners have responsibilities for personal information collected and stored during the application process and throughout the management of the residential tenancy agreement.

A property manager/owner must ensure that personal information is stored securely, accessed only by authorised individuals, and destroyed within the required time frame. This information must be protected from unauthorised access, use, or theft, and may only be used for the purpose of assessing the applicant's suitability as a tenant or accessed only for managing the rental premises.

## Before you rent out a property

Make sure:

- the property is clean and in good repair
- locks and security devices are in good working order
- there is a full set of keys for one tenant and entry keys for all other tenants
- there are contact details for emergency repairs in the tenancy agreement
- you decide if you will take a key or holding deposit (refundable to prospective tenants)
- you decide if you will take a bond from the tenant
- the property is water efficient if you decide to charge for full water consumption costs (see Water charging page 6)
- the rental property meets minimum housing standards (see below).

You must also ensure there is nothing preventing the tenant from moving into the property.

You must provide a copy of the proposed tenancy agreement that includes any special terms and disclosure of any repair orders that have not been rectified before accepting any money from the tenant or committing them to the tenancy (this includes tenancy application forms that commit a tenant to the rental of a property if you choose their application).

If you are planning on putting the property up for sale, check the rules around selling and advertising a tenanted property (see page 17).

## Minimum housing standards

At the start of, and throughout the tenancy, the premises must meet minimum housing standards, which aim to ensure all Queensland rental properties are safe, secure and functional.

To meet minimum housing standards a rental property must:

- be weatherproof and structurally sound
- be in good repair, with fixtures and fittings (such as electrical appliances) that are not likely to cause injury through normal use
- have functioning locks or latches on all external doors and windows that can be reached without a ladder
- be free from vermin, damp and mould (this does not include cases where the vermin, damp or mould has been caused by the tenant)
- include curtains or other window coverings, which provide privacy in rooms where the tenant might reasonably expect it, such as bedrooms
- have adequate plumbing and drainage and be connected to hot and cold water that is suitable for drinking
- provide privacy in bathroom areas and have flushable toilets connected to a sewer, septic tank or other waste disposal system

- have a functioning cook-top, if a kitchen is provided
- include the necessary fixtures for a functional laundry, such as tap fixtures and adequate plumbing, if laundry facilities are provided. The laundry does not have to include a washing machine or other white goods, as these may be provided by the tenant.

## Smoke alarms

By law, property owners must install interconnected photoelectric smoke alarms in all residential rental properties.

**As the property owner/manager, you must:**

- install smoke alarms in compliance with the *Fire Services Act 1990*, which requires interconnected photoelectric smoke alarms without an ionisation sensor be installed in all bedrooms, in hallways that connect bedrooms with the rest of the property (or otherwise between the bedrooms and other parts of the storey if there is no hallway), on every level, and in the most likely path of exit if there is no bedroom on a level
- ensure smoke alarms are either hard-wired or powered by a non-removable 10-year battery, and operate when tested
- replace smoke alarms before the end of their service life (smoke alarms are required to have a recommended service life of at least 10 years under normal conditions of use)
- test and clean smoke alarms before the start or renewal of a tenancy
- not remove a smoke alarm or do anything to reduce the effectiveness of the alarm (e.g. paint or cover it).

**The tenant must:**

- test and clean (by vacuuming or dusting) smoke alarms at least once every 12 months
- advise the property owner/manager if there is any issue with the alarm (apart from batteries)
- allow the property owner/manager right of entry to install/test smoke alarms
- not remove a smoke alarm, remove the battery (other than to replace it) or do anything to reduce the effectiveness of the alarm (e.g. paint or cover it).

Penalties apply for not complying with these requirements.

Contact the [Queensland Fire Department](#) for more information.

## Electrical safety switches

### Division 4, Section 85 of the *Electrical Safety Regulation 2013*

All residential properties in Queensland must be fitted with a working safety switch.

Contact the [Electrical Safety Office](#) within the Office of Industrial Relations for more information about electrical safety requirements in a rental property and best practice maintenance recommendations.

## Water charging

### Section 166

You cannot charge for water usage unless the property is individually metered. You must pay all fixed costs.

You are allowed to pass on the full cost of water consumption (including bulk water charges) provided:

- the rental property is individually metered (or water is delivered by vehicle), and
- the rental property is water efficient, and
- the tenancy agreement states the tenant must pay for water consumption.

Your property can be made water efficient by installing products (including toilets) with a 3-star (or higher) Water Efficiency and Labelling Standards (WELS) Scheme rating, or by using add-on devices such as aerators or flow restrictors.

If the property is not water efficient, but the other 2 conditions are met, you are responsible for paying for a reasonable amount of water consumption, but the tenant may be required to pay excess water charges.

You should be able to demonstrate the presence of water efficient fittings by providing copies of:

- plumbing reports
- receipts
- packaging
- warranties or instruction manuals for taps and showerheads.

Water billing periods are unlikely to align with tenancy agreements. It's important that both you and the tenant note water meter readings on the entry and exit condition reports to calculate water consumption.

Water charges must be passed onto the tenant within 4 weeks of receiving a document from the supply authority that shows the amount charged, otherwise the tenant does not need to pay.

## Utilities other than water

### Section 166

If you are paying general service charges and passing on the costs to the tenant, you must specify this in the tenancy agreement. This may include charges for services such as electricity, gas and telephone.

Service charges do not include fees such as taxes, rates, premiums and levies. You also cannot charge the tenant a service fee, connection fee, network fee or cost for time involved with administering the tenant's account.

For a property that is individually metered, you may pass on the cost for the tenant's consumption. You cannot ask the tenant to pay more than the amount charged by the relevant supply authority.

For a property that is not individually metered, you and the tenant should negotiate how the payment will be worked out and include it in the tenancy agreement. The agreement should state:

- what the service is
- how the tenant's share of the bill is to be calculated, and
- how the payment will be recovered.

If this is not stated in the tenancy agreement, you cannot charge the tenant for the service.

Utility charges must be passed onto the tenant within 4 weeks of receiving a document from the relevant supply authority that shows the amount charged, otherwise the tenant does not need to pay.

# Starting a tenancy

## Documents you will need to give the tenant

### Sections 58, 61, 65 and 67

- the proposed [General tenancy agreement \(Form 18a\)](#), which includes any special terms
- a copy of [Pocket guide for tenants – houses and units \(Form 17a\)](#)
- a copy of current body corporate rules and by-laws applicable to the premises (units, apartments, townhouses)
- a [Bond lodgement \(Form 2\)](#), if you decide to ask for a bond (alternatively, you or the prospective tenant can lodge and pay for a bond online using [RTA Web Services](#))
- an [Entry condition report – general tenancies \(Form 1a\)](#).

## Tenancy agreement

### Sections 57A, 61–64

A tenancy agreement, also known as a lease, is a legally binding written contract between you and the tenant. You must give the tenant a copy of the *General tenancy agreement* (Form 18a) before they pay any money or enter into the tenancy. It is an offence not to provide the tenant with a written agreement. However, the tenant still has protection under the law even if they are not given one.

The agreement outlines your rights and responsibilities and those of your tenant. It must include standard terms and may include special terms (e.g. water consumption). You must also disclose any repair orders yet to be complied with.

You are also responsible for the cost of preparing the agreement which must be written in a clear and precise way.

The tenant must sign and return the agreement to you within 5 days. You should send them a copy of the signed agreement within 14 days.

The agreement may only be ended by following the correct procedure.

A tenancy agreement can be:

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

## Special terms

### Sections 53, 54, 56, 171 and 188

All special terms are negotiable and should be discussed before a tenant signs the tenancy agreement.

Special terms may include details about pets, rent increases, water charging, smoke alarms, swimming pools, garden maintenance, carpet cleaning and pest control.

Though a tenant has an obligation at the end of a tenancy to leave the property in the same condition as it was at the start of the tenancy, fair wear and tear excepted, the special terms cannot require the tenant to use a specific contractor or company to achieve this. The terms also cannot require them to provide evidence of professional services used.

If you agree to a tenant's request for a pet, the Act does allow you to include reasonable conditions of approval, including a requirement to:

- have the property professionally fumigated and/or the carpet professionally cleaned at the end of the tenancy
- keep the pet outside, if it is the kind of pet that is usually kept outside.

Damage caused by a pet is not considered fair wear and tear.

Special terms that conflict with the Act are not binding, even if you and the tenant have agreed to them. Penalties may apply.

## Types of share households

**Co-tenancies** – where all occupants are named on the agreement as tenants. Tenants are jointly and individually responsible for the rent and other obligations under the agreement.

**Multiple individual tenancies** – where you offer each tenant a separate agreement. Check with the RTA if your situation is covered by the rules in this guide or by residential services, rooming accommodation or boarder/lodger rules.

**Sub-letting** – where the tenant named on the agreement establishes themselves as head tenant through a sub-agreement tenancy with other occupants. Sub-tenants have no direct relationship with you and deal directly with the head tenant named on the original agreement. However, a tenant cannot sub-let a property without your written permission including short-term arrangements such as Airbnb. If a head tenant collects a bond from the sub-tenant, they must lodge it with the RTA within 10 days.

## Unapproved occupants

You have the right to know and approve of the people living in the property. Your approval must be given in writing. If you haven't granted approval you can seek removal of the tenants by issuing a [Notice to remedy breach \(Form 11\)](#) to the tenant. You may also seek help through the RTA's dispute resolution service or the Queensland Civil and Administrative Tribunal (QCAT).

## Entry condition report

### Sections 65 and 506

The [Entry condition report – general tenancies \(Form 1a\)](#) records the condition of the property at the start of the tenancy. It is important to fill it out properly to avoid future problems.

You must complete and sign the report and give a copy to the tenant for them to complete and sign. The tenant must return a copy to you within 7 days. You and the tenant may also complete and sign the report together.

It is important that both you and the tenant have a copy of the report. The tenant can disagree with what you have written by including their own comments.

Attaching photographs or videos is a useful way to support what you have written on the form. The report and any other evidence may become important if you need to make a claim on the bond at the end of the tenancy, or if there is a dispute over the condition of the property or any inclusions (e.g. furniture, appliances etc.).

## Body corporate by-laws (if applicable)

### Sections 69

If you own or manage a unit, apartment or townhouse in Queensland, you may have body corporate by-laws that apply to all tenants living in the building complex. You are required to give the tenant a copy of the relevant by-laws at the start of the tenancy.

The by-laws form part of the tenancy agreement, and the tenant will need to comply with the by-laws. A breach of a by-law is a breach of the tenancy agreement.

For information regarding body corporate rules and legislation, contact the [Office of the Commissioner for Body Corporate and Community Management](#).

## Rental bond

### Sections 110–122 and 146–148

A rental bond is a security deposit a tenant pays at the start of a tenancy. You do not have to ask for a bond. If you take a bond, it is held by the RTA and is paid back to the tenant at the end of the tenancy provided no money is owed to you for rent, damages or other costs.

You need to give the tenant a copy of the tenancy agreement before a bond is taken.

If you take a bond, you must:

- give the tenant a receipt immediately
- fill in a [Bond lodgement \(Form 2\)](#) that you and the tenant sign OR you (or your tenant) can lodge the bond online via [RTA Web Services](#)
- lodge the bond with the RTA within 10 days.

Penalties apply for not complying with these requirements.

You can use RTA Web Services to lodge and pay for single or multiple bonds in one online transaction using BPAY or credit card.

Once you have lodged and paid your bond, the RTA will send you and the tenant an acknowledgement of rental bond letter that includes a rental bond number. This number should be used when contacting the RTA about the bond.

There are different processes for Department of Housing and Public Works bond loans, please refer to the [Department's bond loan webpage](#) for more information.

## Maximum bond amounts

In a general tenancy, the maximum bond you can charge is equivalent to 4 weeks rent if the rent.

The maximum amount applies to the total of all bonds, no matter how many bonds are taken and what they are called (e.g. security deposit).

If you allow a pet at the rental property, you cannot ask the tenant to pay for a pet bond.

## Rental bond loans

The Department of Housing and Public Works provides interest-free bond loans and rental grants to help tenants secure and sustain private rental accommodation. Visit the [Department's website](#) to learn more.

## Part payment of bond

You can accept bond payments in instalments. You and the tenant should agree on the number and amount of instalments to be made and record it in the agreement.

The first payment and all instalments should be lodged using a [Bond lodgement \(Form 2\)](#) or by using [RTA Web Services](#). Each instalment must be lodged with the RTA within 10 days of receiving it.

## Transfer of bond

A tenant can transfer a bond from one property to another providing the tenant and lessor/agent remain the same. The RTA holds the bond money instead of paying it back at the end of the original tenancy.

To arrange for a transfer of bond, you and the tenant should fill out a [Change of rental property \(Form 3\)](#).

A Department of Housing and Public Works rental bond loan may have conditions for transfer.

## Increasing the bond

If rent is increased, you may wish to increase the bond as well. Additional bond money must be lodged with the RTA within 10 days of receiving it. It is important to include the new rent amount on the [Bond lodgement \(Form 2\)](#) when lodging extra bond money.

The bond can be increased if the rent is increased.

[RTA Web Services](#) can be used by joint lessors and managing parties acting on behalf of an organisation (e.g. agents) to lodge or increase single or multiple rental bonds online. You cannot increase the bond more than once in 12 months and you must give at least one month's notice of the increase.

## Rent

### Sections 83–97

You must provide a tenant with at least 2 ways to pay rent, one of which does not incur more than usual bank or account costs and is reasonably available to the tenant.

The way rent will be paid must be stated in the tenancy agreement.

The tenant must be advised in writing about any associated costs involved with a particular method of payment (e.g. joining fee, processing fee or service charge that is not part of the rent). If the cost is expressed as a percentage of the payment, please ensure the tenant understands the cost that will be charged.

Changes to the way rent is paid can be made using either of the following options:

- **by agreement** – you or the tenant can give the other party a written notice changing one or more of the ways in which rent is to be paid and the other party agrees in writing
- **without agreement** – you can issue the tenant with a written notice stating a choice of at least 2 other ways for paying rent, including a way that does not incur more than usual bank or account costs and is reasonably available to the tenant. The tenant must pay rent via one of the ways in the notice within 14 days.

## Disclosure of benefits

### Section 84B

If you receive any financial benefit from using a specific provider for rent payments, you must disclose the amount to the tenant at the beginning of the tenancy.

## Receipts and records

### Section 88

You must give a receipt at the time of payment if a tenant pays rent in cash, or requests one when paying by cheque.

The receipt must state:

- the tenant's name
- the address of the rental property
- the date payment was made
- the period for which the payment is made
- the amount of the payment, and
- the purpose of the payment (i.e. rent).

If the tenant pays rent another way (e.g. direct transfer from their bank account or over the phone with a credit card) you do not need to give them a receipt each time. Details of the payment will appear on their bank/credit card statements.

You must keep a full and accurate record (ledger) of rent the tenant pays and retain it for one year after the tenancy has ended. The tenant can ask for a copy of the rent record at any time, and it must be provided within 7 days after the request is made.

### Example of a rent ledger

Name of tenant:			
Address of rental property:			
Weekly rental amount: \$500			
Receipt no.	Date rent paid	Amount paid	Period rent covered
034	1/5/25	\$1,000	1/5/25 to 14/5/25
035	15/5/25	\$1,000	15/5/25 to 28/5/25
036	31/5/25*	\$1,000	29/5/25 to 11/6/25
037	12/6/25	\$1,000	12/6/25 to 25/6/25
038	26/6/25	\$500	26/6/25 to 2/7/25
039	3/7/25	\$1,000	3/7/25 to 16/7/25
040	17/7/25	\$500	17/7/25 to 23/7/25

\* even though rent was due on 29/5, rent was not paid until 31/5, therefore the ledger reflects the date the rent was paid.

## Rent in advance

### Section 87

You can ask a tenant for rent to be paid in advance:

- **fixed term agreement** – a maximum of 1 month's rent in advance
- **periodic agreement** – a maximum of 2 weeks rent in advance.

You cannot accept more than the maximum allowed amount at the start of the tenancy, even if the tenant offers.

After the tenancy has started, the tenant can proactively offer to pay more rent in advance than prescribed under legislation and you may accept.

The tenant cannot be asked to pay more rent until the rent paid in advance has been used up.

Rent in advance is not the same as bond money and is not lodged with the RTA.

## Unpaid rent

### Sections 280, 325 and 328

If a tenant fails to pay rent on the day when it is due, they are in breach of the agreement. If the rent remains unpaid for more than 7 days, you may then give the tenant a [Notice to remedy breach \(Form 11\)](#). You must give the tenant 7 days to pay the overdue rent.

## Unpaid rent procedure

If rent is unpaid for up to 7 days, discuss the problem with the tenant.



Give the tenant a [Notice to remedy breach \(Form 11\)](#) on the 8th day of non-payment. Tenant has 7 days to pay unpaid rent.



If rent is still not paid, decide if you want to end the tenancy.



### End the tenancy



Give the tenant a [Notice to leave \(Form 12\)](#) with 7 days notice for rent arrears.



7 days later the tenant must move out.



If they don't move out, you can apply to QCAT for a termination order and a *Warrant of possession* within 14 days of the handover day on the [Notice to leave \(Form 12\)](#).



The police have the power to enforce any warrants of possession issued by QCAT.

### Continue the tenancy



Talk to the tenant to try to sort out the problem.

There are community services available to help tenants.



If unsuccessful, fill out a [Dispute resolution request \(Form 16\)](#).

An RTA conciliator will try and help you and the tenant negotiate an agreement.



If unsuccessful, apply to QCAT for:

- an order for the tenant to pay their rent or
- an order to end the tenancy.

## Increasing the rent

### Sections 91–93

Rent can only be increased if it has been at least 12 months since the last increase or the current rent amount became payable for the property. This applies even if there has been a change of property manager, owner or tenant.

Rent cannot be increased during a fixed term agreement unless it is stated in the tenancy agreement along with the amount or how it will be worked out. Even if rent increases are provided for under the agreement, 2 months notice in writing must be given after the tenancy agreement starts.

Rent may be increased at the end of a fixed term agreement if you and the tenant enter into a new tenancy agreement. However, it must have been at least 12 months since the last rent increase or current rent amount was payable for the property.

Rent can be increased in a periodic agreement by giving 2 months notice in writing, as long as it has been at least 12 months since the last rent increase or current rent amount became payable for the property.

You cannot increase the rent because the tenant breaches the agreement.

## Evidence of last rent increase

### Sections 61 and 93A

You must include the date of the last rent increase for the property on the tenancy agreement.

If the tenant asks in writing for evidence of the date of the last rent increase, you must provide it within 14 days.

Examples of evidence includes copies of:

- the previous tenancy agreement for the property
- a written rent increase notice for the property
- the rent ledger for the property.

You must remove all personal information about any other person or otherwise de-identify the evidence before providing it to a tenant.

If the property has been purchased within 12 months of the tenancy starting and you do not have evidence of the last rent increase, then you do not have to include the date of the last rent increase on the tenancy agreement nor provide evidence if the tenant asks. You should communicate the situation to a tenant and explain why you do not have evidence. The minimum 12 month rent increase frequency limit still applies in this situation.

## Exempt lessors

### Section 82A

An exempt lessor is defined under the Act and includes public housing providers and most community housing providers.

If you or your organisation believe you fall under the exemption, please refer to the Act for the definitions.

Exempt lessors are exempt from the 12-month rent increase frequency limit, requirement to include the date of last rent increase on tenancy agreements and provide evidence if a tenant asks for it.

## Tribunal order about rent increase

### Section 93B

A lessor may apply to QCAT to increase rent in less than 12 months on the grounds of undue hardship (non-urgent application). While the Act does not define undue hardship and QCAT will make a determination on a case-by-case basis, the lessor must be able to show or substantiate their case.

In making its decision, QCAT must have regard to any representation made by a tenant in relation to how the proposed rent increase will affect the affordability of the property and their ability to continue to pay rent.

## Excessive rent increases

### Section 92

If a tenant believes a rent increase is excessive, they can apply to the RTA's dispute resolution service for help. If the issue is not resolved, they may take the matter to QCAT (non-urgent application).

### During a tenancy

Under a periodic or a fixed term agreement the tenant has 30 days from the day they receive notice of the increase to apply to the RTA's free dispute resolution service by lodging a [Dispute resolution request \(Form 16\)](#) or applying online via [RTA Web Services](#). If the matter is not resolved, they can take the matter to QCAT. If the tenant is on a fixed term agreement, they must apply to QCAT before the term of the agreement ends.

### New fixed term agreement

The tenant can also dispute a significant rent increase when the tenancy is renewed with another fixed term agreement. However, they must sign the new agreement before lodging a [Dispute resolution request \(Form 16\)](#) with the RTA or applying online via [RTA Web Services](#). The dispute request must be lodged within 30 days of entering into the new agreement.

If dispute resolution is unsuccessful, they can apply to QCAT for a review of the increase. However, if QCAT decides the rent increase is reasonable, the tenant must pay the new amount for the duration of the agreement. Similarly, if QCAT decides the rent increase is excessive, QCAT will set a new rent amount. You and the tenant will be bound by these new terms.

## Decreasing the rent

### Section 94

Rent may be decreased because:

- there is a drop in the standard of the property
- there is a decrease in services provided (e.g. a stove is not working).

If you and the tenant are unable to reach an agreement about a reduction in rent, the RTA's free dispute resolution service may be able to help. You can apply for dispute resolution using [RTA Web Services](#) or the [Dispute resolution request \(Form 16\)](#).

## Pets in a rental property

### Section 184A–G

If a tenant wishes to keep a pet at the rental property, they must seek the owner's consent. You can provide approval subject to reasonable conditions, or refuse the request based on specific reasons under the legislation. You must respond to the tenant's request in writing within 14 days after receiving the request or the request is taken to be approved by you.

You can access more information on the pet process and a list of the grounds you can refuse a pet on at the RTA's [renting with pets webpage](#), where you can also access a [Pet request response template](#) for lessors and a flow chart of the pet request approval process.

Different rules apply for working dogs such as assistance, guide or hearing dogs, corrective services dogs or police dogs. A tenant may keep a working dog (or retired working dog) at the rental property without your approval.

The tenant is responsible for all nuisance, such as noise or damages caused by the pet. Note that any damages to the property or inclusions caused by the pet or other animal are not considered fair wear and tear under the Act and is at the tenant's cost to rectify.

The permission to keep the pet continues for the life of the pet and is not affected by the ending of a tenancy agreement, renewal of the agreement or change of property manager or owner.

## Locks and keys

### Section 210–213

You must supply and maintain the locks that are necessary to ensure the premises are reasonably secure.

You must give the tenant a key for each lock that secures an entry to the rental property or is part of the premises. If there is more than one tenant, you will need to give each of the other tenants a key to be able to enter the premises. It can be helpful to keep a record or photo of what keys were handed to the tenant at the start of the tenancy.

At the end of the tenancy, the tenant will need to return the keys they were given at the start and any additional keys they may have had made.

The Act gives a tenant experiencing domestic and family violence the right to change the locks if they believe it is necessary to protect themselves. The tenant does not need to ask for your consent in this situation, but they must engage a qualified tradesperson and provide you with a copy of the key as soon as it is practical to do so.

# During a tenancy

## Entry

### Sections 192–199 and 202

You have the right to enter the property to inspect it and carry out maintenance. However, you must not interfere with the tenant's reasonable peace, comfort and privacy.

In most cases you must give the tenant appropriate notice with an [Entry notice \(Form 9\)](#). Entry must occur at a reasonable time. You cannot enter on Sundays, public holidays, or any other day before 8am and/or after 6pm, unless the tenant agrees.

You or your agent must specify on the *Entry notice* (Form 9) the entry time or the 2-hour period within which you intend to enter the property. You must enter at that

time or within that 2-hour period and can stay for as long as it reasonably takes to complete the job. The 2-hour entry period does not apply to tradespeople.

The tenant does not have to let in an agent or tradesperson unknown to them, unless they have written evidence from you confirming their appointment.

There are separate rules for entry requirements relating to the sale or re-letting of the property.

Penalties apply for unlawful entry.

If a notice has been issued to end the tenancy, you are limited to no more than 2 entries within any 7 day period. This does not apply for fire electrical safety requirements, or an emergency repair, or if there is mutual agreement between you and the tenant.

## Disputes about entry

If a dispute about entry cannot be resolved through negotiation, you or the tenant can apply directly to QCAT.

Lawful purpose of entry	Minimum notice required
To inspect the property	7 days  Inspections cannot happen more than once every 3 months unless the tenant agrees.
A follow up inspection to check a significant breach has been fixed*	48 hours  Entry must occur within 14 days of the expiry date on the <a href="#">Notice to remedy breach (Form 11)</a> .
To carry out repairs or maintenance to the property including safety switch and smoke alarm installation including to comply with a repair order	48 hours  Entry can occur without notice if the property is in a remote area and there is a shortage of tradespeople.
A follow up inspection to check on the quality of repairs by a tradesperson	48 hours  Entry must occur within 14 days of the maintenance or repairs being completed.
To show the property to a prospective buyer	48 hours  The tenant must have received a <a href="#">Notice of lessor's intention to sell the premises (Form 10)</a> .  A reasonable amount of time must have passed since the last entry for this reason.  There are different rules for open houses.
To show the property to a prospective tenant	48 hours  The tenant must have given a <a href="#">Notice of intention to leave (Form 13)</a> or received a <a href="#">Notice to leave (Form 12)</a> .  A reasonable amount of time must have passed since the last entry for this reason. There are different rules for open houses.

To allow a valuation of the property	48 hours
If you reasonably believe the property has been abandoned	48 hours
If the tenant agrees that you or your agent can enter	At the agreed time. It is best practice to document or keep a record of the agreement, e.g. diary note/email of the conversation or agreement.
In an emergency	No notice required.
If you or your agent reasonably believe that entry is necessary to protect the property from damage that is about to happen	No notice required.
By order of QCAT	As specified in the order.

\* A significant breach relates to:

- the use of the property for an illegal purpose
- exceeding the number of occupants allowed to live in the property
- keeping an animal, other than a working dog, at the property without permission
- another matter if the reasonable cost of fixing it exceeds one week's rent.

## Maintenance and routine repairs

### Sections 185 and 215–221C

You are responsible for ensuring the property is fit to live in and in a good state of repair. The tenant should notify you of any maintenance or repairs needed, preferably in writing.

You should organise the repairs within a reasonable time. If you do not, a tenant can issue you with a [Notice to remedy breach \(Form 11\)](#) giving you 7 days to fix the problem.

If the repairs are still not done, a tenant can lodge a [Dispute resolution request \(Form 16\)](#) or apply online via [RTA Web Services](#). If conciliation doesn't help resolve the issue, a tenant can apply for a repair order from the Queensland Civil and Administrative Tribunal (QCAT). A tenant may also be able to give a [Notice of intention to leave \(Form 13\)](#) advising you of their intention to vacate the property for an unremedied breach.

If you disagree with the [Notice to remedy breach \(Form 11\)](#), you can also apply for dispute resolution help.

## Repair orders

### Section 221, 221A–C and 307D

A repair order is an order made by QCAT about addressing routine or emergency repairs that are needed at the rental property and is an additional pathway for tenants to follow if repairs are not done in a timely manner. Repair orders are attached to the rental property and continue to apply until they are complied with, even if the tenancy has ended or premises have been sold.

You must disclose any outstanding repair orders to a prospective tenant on the tenancy agreement.

In granting a repair order, QCAT must consider if the correct process was followed, the conduct of the owner/manager, the likely risk of injury and loss of amenity caused by the damage.

QCAT may make an order about what is, or is not, to be repaired and by what date; who is to arrange and pay for the repairs; compensation to the tenant; or if the agreement is to be terminated if the repairs are not completed by the due date.

You can seek an extension of time on a repair order but this must be done before expiry of the repair order. Reasons for extension may include hardship, remote location, shortage of materials or being unable to find a suitably qualified tradesperson to make the repairs.

A copy of the repair order made by QCAT is sent to the RTA. It is an offence under the Act to contravene a repair order.

## Emergency repairs

### Section 214

Emergency repairs are for:

- a burst water service or a serious water service leak
- a blocked or broken toilet
- 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 hot water, cooking or heating appliance
- a fault or damage that makes the property unsafe or insecure
- a fault or damage likely to injure a person, damage the property or unduly inconvenience a tenant
- a serious fault in a staircase, lift or other common area that unduly inconveniences a tenant in gaining access to, or using, the property.
- any works needed to make the property comply with minimum housing standards.

All other repairs are routine repairs.

You must list your nominated emergency repairer in the tenancy agreement.

If the tenant is unable to notify you or the nominated repairer of the need for repairs, or they have given notice but the repairs have not been made in a reasonable time, the tenant may arrange for a suitably qualified person to make the emergency repairs (up to the value of 4 weeks rent). Alternatively, the tenant can apply to QCAT (urgent application) for a repair order to have the emergency repair carried out.

If the tenant has organised the emergency repairs, you must reimburse the tenant for the cost of repairs within 7 days of receiving a copy of all receipts.

If you and the tenant do not agree about the emergency repairs, or if you have not reimbursed the tenant within 7 days, you or the tenant can apply to QCAT for a ruling.

If you have engaged a property manager, they will be able to organise emergency repairs on your behalf if the repairs are not likely to cost more than the emergency repair limit for the agreement or 4 weeks rent. They may make deductions up to the cost of the repairs from the paid rent before disbursing the remainder to you.

## Fixtures, inclusions and structural changes

### Sections 207–209C

**Fixtures** are things attached to, or installed in, the property (e.g. picture hooks, a shelf, clothesline).

**Inclusions** are everything supplied with the property for a tenant's use (e.g. dishwasher, air conditioner).

**Structural changes** to premises or rental premises means any renovation, alteration or addition to the premises or rental premises.

A tenant is required to seek your written approval to attach a fixture or make a structural change to the premises by completing the approved form, [Request for approval to attach fixtures or make structural changes \(Form 23\)](#). The form should provide description, location and reason for your consideration.

You must decide and inform the tenant of your decision within 28 days of receiving the request.

A tenant may only attach a fixture or make a structural or other change to the property if you agree. Your agreement must be in writing and should outline the details of the change, along with any conditions attached. For example it should state whether the fixture must remain at the end of the tenancy, whether it must be removed and any resulting damage repaired, or whether compensation will be required for improvements that cannot be removed.

Any added fixtures or structures must meet all the relevant local and state laws.

Fixtures or changes impacting a body corporate (units, townhouses, apartments) may require approval. Please refer to body corporate by-laws and legislation requirements.

If the tenant's request is refused, they have an option of applying to QCAT. In deciding the application, the Tribunal may have regard to the following:

- potential to improve safety, security and accessibility to the premises;
- whether the fixture or change can be removed and premises restored to the condition at the start of tenancy
- whether it would add value to the premises or be an improvement
- whether building approvals are required for structural changes and to what extent the proposed change modifies the premises
- whether the fixture or change needs to be installed by a qualified tradesperson
- whether body corporate approval is required
- any other matter the tribunal considers relevant.

## Unapproved fixtures or structural changes

If a tenant installs a fixture or makes a structural change without written permission, you can ask them to pay to reinstate the property to the original condition, keep it as an improvement to the property, or treat it as a breach and try to resolve the dispute.

## Misrepresentation

### Section 312A

If the tenant believes you have given them false or misleading information, they can apply to QCAT to terminate the tenancy due to misrepresentation. This includes information on the condition of the property, inclusions or services provided; or an impact on their quiet enjoyment of the property; or the agreement or another document. The tenant will need to apply within the first 3 months of occupancy. This is a non-urgent application and will need to go through the RTA's dispute resolution service first before going to QCAT.

## Breaches

A breach of a tenancy agreement occurs when you or the tenant break any part of the agreement.

### Breaches by the tenant

#### Sections 280–281, 325 and 328

If a tenant breaches the tenancy agreement you can issue a [Notice to remedy breach \(Form 11\)](#). This gives them 7 days to fix the problem. The tenant may apply to the RTA's free dispute resolution service for help.

If the tenant does not fix the problem (i.e. the breach) within the allowed time, you can issue a [Notice to leave \(Form 12\)](#) giving them 14 days to leave the property for a general breach or 7 days for failing to pay rent.

### Breaches by the lessor

#### Sections 301–302

If you breach the tenancy agreement, the tenant can issue you with a [Notice to remedy breach \(Form 11\)](#), allowing you at least 7 days to remedy the situation. If you do not fix the problem, the tenant may contact the RTA's dispute resolution service for help. If the matter is still not resolved the tenant may be able to take the matter to QCAT.

If the matter is serious and a breach notice has expired without remedy, the tenant may give you a [Notice of intention to leave \(Form 13\)](#) giving you at least 7 days notice to end the agreement. You can dispute this notice by lodging a [Dispute resolution request \(Form 16\)](#) or applying online via [RTA Web Services](#).

### Repeated breaches

#### Sections 299 and 315

A repeated breach is when 2 or more notices have been given for the same breach within 12 months. When a third breach occurs, you or the tenant can apply to QCAT to have the tenancy agreement ended, provided:

- a [Notice to remedy breach \(Form 11\)](#) was given each time
- each breach was for the same problem and was rectified, and
- the problem is of a serious nature.

## Notice periods

### Example of a 7 day notice period

The calendar shows the following dates:

JUNE						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Day 11
21	22	23	24	25	26	27
28	29	30				

Annotations on the calendar:

- Notice served: 9 June (highlighted in blue)
- The day ends at midnight (highlighted in blue)
- Action taken: 17 June (highlighted in blue)

When you calculate dates for notices, where the notice period is in days, weeks or months, you must not count the day the notice is served, and you must not take action until the day after the last day listed on the notice.

#### Example:

If a hand delivered 7-day notice is served on 9 June:

Notice served: 9 June

Day 1 – 10 June

Day 2 – 11 June

Day 3 – 12 June

Day 4 – 13 June

Day 5 – 14 June

Day 6 – 15 June

Day 7 – 16 June (the day ends at midnight)

Action taken – 17 June.

If the last day of the notice period falls on a non-business day, the last day will defer to the next business day.

A notice expires at midnight, so you must allow the person the entire 24 hours of the last day of the notice before you can take action.

#### Example:

The last day of the [Notice to leave \(Form 12\)](#) is 16 June. By law, the tenant must be allowed until midnight to leave. Generally, the parties should negotiate a practical handover time.

When the notice period is in hours, time is counted from when the notice is delivered to the property.

## Serving notices by email

You can serve notices by email if that method was agreed in the tenancy agreement. Both parties are required to notify the other of any change of email address for the purpose of receiving notices under the agreement. It is recommended you advise the tenant of this requirement.

## Serving notices by post

When serving notices by post, the sender must allow time for the mail to arrive when working out when a notice period ends. Visit the [Australia Post website](#) for more information on delivery times.

## Change of shared tenants and bond contributors

You have a right to know who is living in the rental property. If during the tenancy, co-tenants, or approved occupants change, tenants need to inform you and you must approve any changes to the tenancy agreement.

If there is a change of bond contributors, the tenants who are moving in and out will need to sort their own contribution between themselves but anyone being removed from the bond or reducing their bond contribution amount must sign and complete a [Change of bond contributors \(Form 6\)](#) or lodge online via [RTA Web Services](#).

The RTA is not responsible for exchange of money between tenants and successfully submitting a *Change of bond contributors* (Form 6) request does not change the tenants listed on the tenancy agreement.

It is important the RTA's bond records are accurate, so the bond is paid to the correct tenants at the end of the tenancy.

## Selling a tenanted property

### Sections 203–204, 286, 307 and 365B

If a tenant is on a fixed term agreement, you cannot make them leave because you decide to sell the property. The tenant can stay until the end of the fixed term, and if the property is sold during the fixed term, the new owner will become their lessor.

If the tenant is on a periodic agreement, and the buyer does not want to continue renting the property (commonly known as 'requiring vacant possession'), then you must give the tenant a [Notice to leave \(Form 12\)](#) with at least 2 months notice after signing the contract for sale. If you are preparing the property for sale and require vacant possession, you can give the tenant 2 months notice to end the tenancy (periodic tenancy). If you have issued a Notice to leave to the tenant you are limited to no more than 2 entries within any 7 day period.

If you have issued a Notice to leave on the grounds of sale of the rental property, you are unable to re-let the premises for a period of 6 months after the tenant has vacated. Please refer to the RTA website for more information.

If the property is advertised for sale during the first 2 months of a fixed term agreement (including a renewal of a fixed term agreement) and the tenant was not given written notice of the proposed sale before entering into the agreement, the tenant can end the agreement by giving a [Notice of intention to leave \(Form 13\)](#) with 2 weeks notice, without penalty.

You must give the tenant a [Notice of lessor's intention to sell premises \(Form 10\)](#) if you or your sales agent wants to show the property to a prospective buyer. You will also need to give the tenant at least 48 hours notice for each entry. A reasonable amount of time must have passed since the last entry for this reason.

If you want to hold an open house or on-site auction, you must have the written consent of the tenant.

Photographs that show any of a tenant's possessions must not be used in advertising unless the tenant gives prior written consent.

Penalties apply for not complying with these requirements under the Act.

## Re-letting a tenanted property

You can only show a prospective tenant the property if the current tenant has given you a [Notice of intention to leave \(Form 13\)](#) or you have given them a [Notice to leave \(Form 12\)](#).

If you want to show the property to a prospective tenant you must give the current tenant an [Entry notice \(Form 9\)](#) giving them 48 hours notice. A reasonable amount of time must have passed since the last entry for this reason. You are limited to no more than two entries within any 7 day period.

If you wish to hold an open house, you must have the written consent of the tenant.

## Continuing a tenancy

There are three ways a fixed term tenancy can continue:

- extend the existing fixed term agreement by agreeing on a new end date (this could be in the form of a signed letter)
- enter into a new fixed term agreement (which may include changes to the terms of the agreement)
- do nothing and allow the agreement to convert to a periodic agreement.

If a tenant signs a new fixed term agreement that contains significant changes to the terms and conditions of the original agreement, they can dispute it and apply for the RTA's free dispute resolution service by submitting a [Dispute resolution request \(Form 16\)](#).

A significant change may include:

- an excessive rent increase
- a change to the number of occupants allowed to live in the property
- a change to the special terms
- a change to the special terms about keeping pets.

The tenant must sign the new agreement first and then apply to the RTA's dispute resolution service within 30 days after entering into the new agreement.

If conciliation is unsuccessful, the RTA will issue a *Notice of unresolved dispute* and the tenant can apply to have the matter heard by QCAT.

A tenant must abide by the new terms of the agreement (e.g. by paying the new increased amount of rent) while they wait for a hearing. You and the tenant will be bound by any QCAT orders.

## Ending a tenancy

### Sections 277 and 326–327

A tenancy agreement may be ended by either you or the tenant when:

- a fixed term agreement has ended
- you or the tenant want to end a periodic agreement
- there is a serious unremedied breach which relates to:
  - unpaid rent
  - damage to the property
  - illegal use of the property
- there have been repeated breaches – you or the tenant have broken the agreement in a serious way and in the same way more than twice in a 12-month period, and each time the breach was rectified (QCAT application must be made for an order terminating the agreement)
- you or the tenant have not complied with a QCAT order
- the tenant has abandoned the property
- the property is to be sold with vacant possession and the tenant is on a periodic agreement or at the end of a fixed term agreement
- you are preparing the property for sale and the tenant is on a periodic agreement
- you or your immediate relative is moving into the rental premises and the tenant is on a periodic agreement or at the end of a fixed term agreement
- you are carrying out significant repairs, renovations, or planned demolition or redevelopment and the tenant is on a periodic agreement or at the end of a fixed term agreement
- you are changing the use of the rental premises (e.g. change to holiday let) and the tenant is on a periodic agreement or at the end of a fixed term agreement
- property is required under a state government program (e.g. highway extension)
- you and the tenant mutually agree to end the tenancy in writing

- you have not complied with a repair order by QCAT (please see information on the [RTA website](#)) you and the tenant mutually agree in writing
- tenant is ending their interest in the tenancy due to domestic and family violence (please see information on the [RTA website](#))
- the premises is non-liveable – i.e. the premises have been partly or wholly destroyed (e.g. extensive damage, or from natural disaster)
- a mortgagee is to take possession of the property (notice is issued by the mortgage company or bank)
- the sole tenant or a co-tenant has died
- QCAT issues an order ending the agreement.

When you end an agreement, you must use the correct form and comply with the appropriate notice period. For a full list of reasons and timeframes, please refer to the [RTA website](#).

Penalty provisions apply for providing false and misleading information in a [Notice to leave \(Form 12\)](#).

### Ending a fixed term agreement

A tenancy agreement is a legally binding contract that can only end in certain ways:

- by you and the tenant mutually agreeing to end the agreement in writing
- by applying to QCAT for an order terminating the agreement with approved grounds, such as excessive hardship or repeated breaches by you or the tenant
- by you giving the tenant a [Notice to leave \(Form 12\)](#) (e.g. due to an unremedied breach, or end of fixed term agreement)
- by the tenant giving you a [Notice of intention to leave \(Form 13\)](#).

## Notice to leave

### Section 326 and Schedule 1

The [Notice to leave \(Form 12\)](#) is used when asking a tenant to vacate the property.

Reason for ending a tenancy	Length of notice required
Unremedied rent arrears	At least 7 days after the notice is given to the tenant*.
Unremedied general breach (breaches apart from rent arrears)	At least 14 days after the notice is given to the tenant*.
End of a fixed term agreement	At least 2 months after the notice is given to the tenant and not before the end of a fixed term agreement (must be issued before the end date of the agreement).
Sale of the property or preparing the property to sell	At least 2 months after the notice is given to the tenant and not before the end of a fixed term agreement.
Owner or their relative moving in	At least 2 months after the notice is given to the tenant and not before the end of a fixed term agreement.
Significant repairs or renovations	At least 2 months after the notice is given to the tenant and not before the end of a fixed term agreement.
Planned demolition or redevelopment	At least 2 months after the notice is given to the tenant and not before the end of a fixed term agreement.
Change of use of property	At least 2 months after the notice is given to the tenant and not before the end of a fixed term agreement.
Abandonment	If the tenant does not respond to an <a href="#">Abandonment termination notice (Form 15)</a> within 7 days, the tenant is deemed to have abandoned the property.
Non-compliance with a QCAT order	At least 7 days after the notice is given to the tenant.
Compulsory acquisition (the notice must be given within one month after compulsory acquisition)	At least 2 months after the notice is given to the tenant.
Non-liveability	The day the notice is given.
Mortgagee in possession (will depend on whether mortgagee has/hasn't consented to the tenancy)	At least 2 months (special considerations apply – visit our website for more details).
Death of a sole tenant	2 weeks after the tenant's representative gives you written notice, or 2 weeks after you give the tenant's representative written notice, or a day agreed between you and the tenant's representative, or a day decided by QCAT.
If entitlement to employment ends	4 weeks after the notice is given to the tenant.
Ending of housing assistance	4 weeks after the notice is given to the tenant.
Ending of accommodation assistance	4 weeks after the notice is given to the tenant.
State government program	2 months after the notice is given to the tenant and not before the end of a fixed term agreement.

\* [Notice to leave \(Form 12\)](#) cannot be issued until a [Notice to remedy breach \(Form 11\)](#) has expired.

You cannot re-let a property less than 6 months after ending a tenancy on the following grounds:

- sale of property
- owner of their relative moving in
- change of use.

## Notice of intention to leave

### Section 327 and Schedule 1

The [Notice of intention to leave \(Form 13\)](#) is used by the tenant to notify you they are ending the agreement.

Reason for ending the tenancy	Length of notice required
Without grounds (parties can agree on an earlier date in writing)	2 weeks after the notice is given for a periodic agreement. 14 days or the day the agreement ends (whichever is later) for a fixed term agreement. If you and the tenant both agree to an earlier date in writing, a fixed term agreement can be ended without grounds.
Unremedied breaches (by the lessor)	7 days after the notice is given.
Lessor's intention to sell premises within the first 2 months of a tenancy	2 weeks after the notice is given if the tenant was not advised in writing of the sale at the signing of the agreement.
Condition of the property	14 days after the notice is given.  Notice must be issued within first 7 days of the tenant moving in, if the premises are: <ul style="list-style-type: none"> <li>• not fit for the tenant to live in</li> <li>• not safe or not in good repair</li> <li>• in breach of health and safety laws</li> <li>• not compliant with minimum housing standards.</li> </ul> The tenant should not give a <a href="#">Notice of intention to leave (Form 13)</a> on this grounds if the circumstances mentioned above were caused by an action or failure of the tenant.
Death of a sole tenant	2 weeks after the tenant's representative gives written notice, or 2 weeks after the owner/manager gives the tenant's representative written notice, or a day agreed between the tenant's representative and the owner/manager, or a day decided by QCAT.
Death of a co-tenant	14 days after the notice is given.
Non-compliance by the lessor to a QCAT order	7 days after the notice is given.
Lessor fails to comply with repair order	14 days after the notice is given.
Non-liveability	Same day the notice is given.
Compulsory acquisition	2 weeks after the notice is given.
Experiencing domestic and family violence	Can end their interest in the tenancy 7 days notice but can vacate immediately (refer to the <a href="#">RTA website</a> for more information).

## Non-liveability

### Section 285 and 306

If a property has been completely or partially destroyed or become unfit to live in, you or the tenant can give a notice to end the tenancy on the grounds of non-liveability. This must be done within one month of the property becoming unfit to reside in.

% of lease that has expired	Re-letting cost
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 weeks rent

## Application to terminate the tenancy due to a serious breach

### Section 297B

You can make a non-urgent application to QCAT to terminate the tenancy if you reasonably believe the tenant, an occupant or a guest of the tenant has used the premises for an illegal activity; intentionally or recklessly destroyed or seriously damaged the premises; or endangered another person in the premises or nearby. You do not have to issue a [Notice to remedy breach \(Form 11\)](#) or a [Notice to leave \(Form 12\)](#); however, you must first submit a [Dispute resolution request \(Form 16\)](#) before applying to QCAT.

You may form a reasonable belief that the rental premises has been used for illegal activity, whether or not anyone has been convicted or found guilty of an offence to that activity. At QCAT you will need to be able to provide evidence of the alleged serious breach.

## Breaking the tenancy agreement

### Section 357A, 362

If a tenant leaves before the end date of the fixed term agreement without sufficient reason, they may be responsible for paying re-letting costs. Exceptions apply for tenants experiencing domestic and family violence.

You have an obligation to reduce or minimise costs that result from ending an agreement early.

## Agreements entered into from 30 September 2024

For agreements entered into from 30 September 2024, calculation of the re-letting cost is defined under legislation.

If the fixed term is up to 3 years, the re-letting cost is the lower of the following:

- rent that would be payable for the period between when the tenant vacates the property and a new tenancy agreement starts, or
- the re-letting cost specified in the table, which is based on how much of the agreed tenancy term has passed when the tenant vacates.

If the fixed term is over 3 years, the re-letting cost is the lower of the following:

- rent that would be payable for the period between when the tenant vacates the property and a new tenancy agreement starts, or
- one month's rent for each 12 month period remaining of the fixed term, up to a maximum amount equal to 6 months rent.

## Agreements entered into before 30 September 2024

For agreements entered into before 30 September 2024, the re-letting cost is based on the reasonable costs involved with breaking the agreement. This may include the cost of re-letting the property, advertising and compensation for the loss of rent until a new tenant moves in or the tenancy ends.

## Ending a tenancy due to hardship situations

### Sections 295, 310, 335 and 343

During the tenancy, if either party feels they would suffer excessive hardship if the tenancy were to continue, that party may make an urgent application to QCAT to request the tenancy be ended on the grounds of excessive hardship. This option is available to both you and the tenant.

The Act does not define excessive hardship and QCAT will make a decision on a case-by-case basis. The applicant must be able to show or substantiate their own case. An example may be financial hardship due to the loss or transfer of a job, divorce or serious illness.

## Domestic and family violence (DFV)

### Sections 245, 308A–308I and 321–323

A tenant or co-tenant experiencing domestic and family violence can end their interest in the tenancy by issuing you a [Notice ending tenancy interest \(domestic and family violence\) \(Form 20\)](#) with the relevant evidence. The tenant can vacate immediately but will need to give 7-days notice and pay rent until the end of the 7-day notice period.

The relevant supporting documentation that can be provided or shown to you by the tenant includes:

- a protection order
- a temporary protection order
- police protection notice
- an interstate order or an injunction
- a [Domestic and family violence report](#) signed by an authorised professional (refer to the RTA website).

The vacating tenant experiencing DFV is not responsible for costs associated with ending the agreement or interest, goods left behind or re-letting costs. They are not required to repair or compensate you for damage at the premises or inclusions caused by an act of DFV. If there are costs associated with breaching terms of the agreement not related to the DFV (e.g. rent arrears, damage to property by a pet, water bills), the tenant is still responsible for these costs.

The vacating tenant can apply for their bond contribution from the RTA using the [Bond refund for persons experiencing domestic and family violence \(Form 4a\)](#).

Within 7 days of receiving a *Notice ending tenancy interest*, you must inform the vacating tenant:

1. whether you intend to apply to QCAT to have the notice set aside because it does not comply with the Act
2. when the other tenants (if applicable) will be informed that they have vacated the premises and that the residential tenancy agreement continues for the other tenants.

**Important:** You must wait until a **minimum of 7 days (but no later than 14 days)** after the expiry of the Notice ending tenancy interest (and the tenant has left) to issue the remaining tenants with a [Continuing interest notice](#). You can ask the remaining tenant/s to top up the rental bond amount.

It is critical to maintain the privacy of a tenant who is experiencing domestic and family violence to ensure their safety. You must not disclose information about the tenant's DFV experience to anyone unless in specific permitted circumstances as outlined under the Act. Contact details provided by the vacating tenant must not be passed onto anyone else, unless required by law to do so. Penalty provisions apply for breaching confidentiality.

As there are several steps and timeframes involved, we recommend you review the guidelines, fact sheet and flow chart on the RTA's [domestic violence in a rental property webpage](#) to help you comply with the process.

A tenant can also apply to QCAT to be recognised as the sole tenant and have the person using violence removed from the tenancy agreement.

Tenants in this situation may seek further assistance from community support organisations such as DV Connect (1800 811 811 or [dvconnect.org](http://dvconnect.org)) or 1800RESPECT (1800 737 732 or [1800respect.org.au](http://1800respect.org.au)).

## Abandoned property

### Sections 355–357

If you believe the property has been abandoned, you can issue an [Entry notice \(Form 9\)](#), giving at least 48 hours notice, and then inspect the property to confirm it has been abandoned.

You must have reasonable grounds for believing the property has been abandoned (e.g. rent arrears, uncollected mail).

To end the agreement, you can either:

- issue an [Abandonment termination notice \(Form 15\)](#) (e.g. by leaving it at the property). The tenancy agreement ends 7 days from the date the notice was served, if the tenant does not apply to QCAT to have the notice set aside, or
- apply to QCAT for an order declaring the property abandoned. This can avoid future disputes if there is doubt about whether the property was abandoned.

If the tenant wishes to dispute the notice, they must apply to QCAT within 7 days of the notice being served. If the 7 days have expired and a tenant can show they have not abandoned the property, they may apply to QCAT for a compensation order. This must be done within 28 days of the notice being served.

You may wish to take photographs or video to support your decision to issue an abandonment termination notice.

## Exit condition report

### Section 66

The [Exit condition report – general tenancies \(Form 14a\)](#) is completed on, or just after, handover day when the tenant is ready to move out. It shows the condition of the property when the tenant leaves.

The report should be filled out by the tenant and they must give you a copy. You then inspect the property and make your own notes on the exit condition report. Send a completed copy to the tenant at their new address within 3 business days. You need to also keep a copy.

The exit condition report can be compared to the [Entry condition report – general tenancies \(Form 1a\)](#) – and any supporting documentation such as photographs – to determine if the property is in, as far as possible, the same condition as when the tenant moved in, fair wear and tear excepted.

It is a good idea to conduct the vacate inspection with the tenant and complete the report together. If there is disagreement over the report and property condition, you should talk to each other and try to resolve the dispute together.

## Refunding the bond

### Sections 123–144

The quickest and easiest way to get a bond refund is to talk to the tenant/s and reach an agreement about how the bond is to be paid out.

### If you and the tenant/s agree on the refund amount

Either you or the tenant can submit a bond refund form online using [RTA Web Services](#) or by post using the paper-based [Refund of rental bond \(Form 4\)](#) on or after the expiry date for the notice ending the tenancy.

If you submit the bond refund request via Web Services, and there is money to be refunded to you, the RTA will send the tenant a *Fast Track notice* to respond to within 2 days. If they respond and indicate their agreement to the bond refund, the RTA will refund the bond.

If you are posting a paper-based bond refund request then all parties to the bond must sign the form for the RTA to be able to process the form. If there are missing signatures the form will be treated as if the parties disagree (see next column).

Bonds are refunded into Australian bank accounts only and the RTA will refund the money within a few days.

### If you and the tenant/s disagree

The RTA encourages you and the tenant to try and resolve any issues around bond refunds in the first instance. If you are unable to agree on how the bond is to be distributed at the end of the tenancy either party can submit a bond refund request online using the [Bond Refund Web Service](#) or by post using the [Refund of rental bond \(Form 4\)](#).

If you submit a refund request via the Web Service the tenant will receive a *Fast Track notice* outlining how much you have claimed and what the claim is for. The tenant will have 2 days to respond to the *Fast Track notice*. If they disagree with the claim, or do not respond within this timeframe, the RTA will issue a *Notice of claim*. The tenant will then have 14 days to lodge a [Dispute resolution request \(Form 16\)](#) either via the [Web Service](#) or by submitting the paper form.

If you submit a paper-based bond refund request that includes a claim for some or all of the bond and the form is not signed by the tenant, the RTA will issue a *Notice of claim* to the tenant advising them of the amount claimed. The tenant will have 14 days to dispute the claim.

If the tenant lodges the bond refund request either via the Web Service or by post the same process applies. In that case, you will receive the *Fast Track* and/or the *Notice of claim* and will need to respond accordingly.

If the RTA does not receive a dispute resolution request within the 14 day timeframe the bond will be paid out as directed by the person who submitted the bond refund request.

If a *Dispute resolution request (Form 16)* is received, the RTA's dispute resolution service will attempt to help both parties reach an agreement on how the bond should be allocated. If an agreement is reached through conciliation, both parties will be sent paperwork to sign and return so the bond can be released accordingly.

**If no agreement is reached**, the person who lodged the dispute resolution request form may apply to QCAT for a decision. This application must be made within 7 days of receiving the *Notice of unresolved dispute* from the RTA and the RTA must be notified in writing of the QCAT application.

**If no QCAT application is lodged within the required timeframe**, the RTA will pay out the bond as directed by the person who first lodged the bond refund request.

## Evidence for bond claim or dispute

If you claim or dispute a bond that was lodged with the RTA on or after 30 September 2024, you are required under the Act to provide the tenant with supporting evidence within 14 days.

Whilst the Act does not specify what constitutes evidence, examples provided include:

- receipts
- quotes to repair damage
- records of unpaid rent.

For bonds lodged with the RTA prior to 30 September 2024, there is a 12-month transition period which means the requirement to provide supporting evidence to the tenant applies to bond claims or disputes submitted from 1 October 2025.

## Goods and documents left behind

### Sections 363–365

Goods and documents left behind after a tenant has moved out must be returned or disposed of according to a specific set of rules.

Personal documents (such as passports, birth certificates, photographs) and cash must be given to the tenant or, if you can't contact them, to the Public Trustee or the organisation that issued the document within 7 days of the end of the tenancy. You must make reasonable efforts to contact the tenant about these items, which includes attempting contact by:

- telephone (including text message)
- email
- private message on social media
- emergency contact on the tenancy agreement
- online newspaper notice.

**Goods valued at less than \$2,500** can be sold or disposed of straight away if they would:

- be unhealthy or unsafe to store,
- reduce in value if stored, and/or
- cost more to remove, store or sell than they are valued at.

**Goods valued at \$2,500 or more (e.g. cars, furniture, caravans)** must be stored for one month, after which they can be sold at auction. You must make reasonable efforts to contact the owner of the goods to notify them of the auction, which includes contact methods as outlined above.

You can deduct the cost of the removal, storage and sale of the goods from the money raised at the auction. Any remaining money must be paid to the Public Trustee. You must apply to QCAT if you are owed any other money.

If the tenant wishes to reclaim their goods before you dispose of them, they must put this request in writing and pay you for the cost of removal or storage.

You cannot hold onto a tenant's possessions in lieu of rent or other money owed.

Take photos of items being disposed of in case of future dispute. You may also consider writing an inventory.

## Disputes

### Sections 397–413 and 416

Try to resolve disputes with the tenant directly. If this does not work, the RTA's free dispute resolution service may be able to help. If it remains unresolved you may be able to take the matter to QCAT.

#### Step 1 – Attempt self-resolution

- identify the issues – what is important and what is negotiable
- find out your legal rights and responsibilities
- seek advice or assistance from independent agencies or support services, such as the Property Owners' Association of Queensland
- talk to the other party and try to negotiate an agreed outcome
- if an agreement is reached, make sure the agreement is in writing and signed by you and the tenant.

Communication is key to resolving most disputes. You can find out more [tips for self-resolution on the RTA website](#).

#### Step 2 – Request RTA dispute resolution

If you and the tenant cannot come to an agreement, the RTA's dispute resolution service offers a free conciliation service to help tenants and lessors resolve disputes quickly and without the need for legal action.

Conciliation is an opportunity to present concerns, listen to the other person and to settle a dispute with mutual agreement. The process is voluntary and confidential. The RTA conciliator is impartial and they will help you and the other person make informed decisions and reach an outcome that is acceptable to you both. Conciliators do not determine who is right or wrong and cannot make decisions about the dispute.

Information on how to apply for free dispute resolution can be found on the [RTA's disputes webpage](#).

#### Step 3 – Apply to QCAT

When a problem has not been resolved through dispute resolution, or if the dispute is defined as 'urgent' under the Act, you or the tenant can apply to QCAT for a decision on the matter (time limits may apply).

You can get information about how and where to submit an application and associated fees from the [QCAT website](#).

An adjudicator will hear the matter and make a ruling based on the evidence provided. The decision is binding.

You can get information about how and where to submit an application and associated fees from the QCAT website.

## Urgent applications to QCAT

### Section 415

An urgent application can be made directly to QCAT without having to go through dispute resolution first. The term 'urgent' does not mean the application will be fast tracked. Rather, it means that you don't need to lodge a dispute resolution request form with the RTA.

Urgent applications can be made for:

- failure to leave by the date written on the [Notice to leave \(Form 12\)](#) or [Notice of intention to leave \(Form 13\)](#)
- excessive hardship
- an order to restrain a person causing damage or injury
- repeated breaches by the tenant
- ending the agreement due to the death of a sole tenant
- an order declaring a property abandoned
- an order about goods and documents left behind.

You can find information on the definition of an urgent application on the RTA's website or contact the RTA to check if your matter is defined as urgent. Information on QCAT applications for residential tenancy matters can be found on [QCAT website](#).

## Retaliatory action and eviction

### Section 246A

Retaliatory action occurs when you give a Notice to remedy breach, a Notice to leave, or increase the rent in response to the tenant asserting their rights.

You cannot take steps to end a tenancy agreement because a tenant has enforced, or proposed to enforce, their rights.

If a tenant reasonably believes you have given a [Notice to leave \(Form 12\)](#) because they have taken some action to enforce their rights under the Act (e.g. made a complaint to a government entity, applied or proposed to apply to QCAT, or requested repairs) they can make an urgent application to QCAT to have the notice set aside.

The tenant must apply to QCAT within one month of the notice being given.

## Warrant of possession

### Sections 350–354

If the tenant does not move out after you have gone through the process of ending the agreement, by serving a [Notice to leave \(Form 12\)](#) or receiving a [Notice of intention to leave \(Form 13\)](#) from the tenant, you can apply to QCAT for a termination order and a Warrant of possession. You must wait until the notice has expired and submit your QCAT application within 14 days of the expiry date on the notice.

The process is as follows:

1. Make an urgent application to QCAT for an order to terminate the tenancy and for a *Warrant of possession* on the grounds of the tenant's failure to leave by the date listed on the [Notice to leave \(Form 12\)](#) or [Notice of intention to leave \(Form 13\)](#).
2. QCAT will set a date for the hearing.
3. If the adjudicator at QCAT is satisfied the grounds of the application have been met, they will issue a termination order and a *Warrant of possession* and notify the tenant about the order.
4. QCAT sends the warrant to the police.
5. An authorised officer, such as a police officer, will execute the warrant within 14 days and be present to allow you to take possession of the property. You should liaise with the police station closest to the rental property.

Amendments to the Act on 1 October 2022 allow an owner of a residential premises to apply to the tribunal for the issue of a *Warrant of possession* in circumstances where there is no residential tenancy agreement in effect for the premises and a person is occupying the premises without the owner's consent.

A property owner who suspects their premises is being occupied by squatters should consider seeking independent legal advice.

Information regarding the QCAT process, application forms and how to lodge including fees, can be found on the [QCAT website](#).

# After a tenancy

## Keeping records

### Sections 63 and 65–66

You must keep the tenancy agreement, the [Entry condition report – general tenancies \(Form 1a\)](#), the [Exit condition report – general tenancies \(Form 14a\)](#) and rent payment records (or copies of receipts if rent was paid by cash or cheque) for one year after the tenancy agreement ends.

It is also recommended that you keep copies of any written correspondence, such as letters or notices served, for one year after the tenancy ends.

## Destruction of personal information

### Section 457E

Property managers/owners (called the relevant person) must handle personal information about applicants as follows:

- Store it securely.
- Access it only to assess suitability for the property.
- If the applicant doesn't move in, destroy it securely:
  - Within 3 months of the tenancy starting, or
  - Within a longer period if agreed to by the applicant.

For tenants, the relevant person must:

- Store the information securely.
- Only use it to manage the rental premises.
- Destroy it securely within 7 years after the tenancy or agreement ends.

## Tenancy databases

### Sections 457–464

Tenancy databases are run by private companies and hold information on tenants' rental histories. They are used by property managers/owners during the application process to assess the risk of prospective tenants.

If you find information about a prospective tenant during a rental history check, you must inform them in writing within 7 days. You must tell them they have been listed on a database, which tenancy databases you use and how they can get a copy of the listing or have it amended or removed.

There are rules around what information can be listed on a tenancy database and rules around the reasons for listing someone. Tenants cannot be listed on a database until after a tenancy has ended.

A tenant who has experienced domestic and family violence should not be listed if the breach is the result of the actions of a person using violence. Tenants who have experienced domestic violence also have greater protection through QCAT, which can order that their personal information will not be listed on a tenancy database.

Listings must be removed after 3 years. Penalties apply for not complying with the Act.

# Contact information

## Residential Tenancies Authority

w [rta.qld.gov.au](http://rta.qld.gov.au)

t 1300 366 311 (Mon to Fri, 8:30am to 5:00pm)

**RTA Web Services** is available 24 hours a day, 7 days a week for single and bulk bond lodgements, bond refunds, bond disputes, change of bond contributors and updating customer details.

## Queensland Civil and Administrative Tribunal (QCAT)

t 1300 753 228

w [qcat.qld.gov.au](http://qcat.qld.gov.au)

## Office of Fair Trading

t 13 74 68

w [fairtrading.qld.gov.au](http://fairtrading.qld.gov.au)

## Real Estate Institute of Queensland (REIQ)

w [reiq.com](http://reiq.com)

## Property Owners' Association of Queensland (POAQ)

w [poaa.asn.au](http://poaa.asn.au)

## Australian Resident Accommodation Managers Association (ARAMA)

w [arama.com.au](http://arama.com.au)

## National Relay Service

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

t 133 677

## DV Connect

Domestic/family violence and crisis support

t 1800 811 811

w [dvconnect.org](http://dvconnect.org)

## Accessing RTA forms

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

- [rta.qld.gov.au](http://rta.qld.gov.au) • 1300 366 311 (Mon to Fri, 8:30am to 5:00pm) • Level 11, Midtown Centre, 150 Mary Street, Brisbane



**Other languages:** You can access a [free interpreter service](#) by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

## Further information

For more information contact the Residential Tenancies Authority.



[rta.qld.gov.au](http://rta.qld.gov.au)



[1300 366 311](tel:1300366311)



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