



## THE TENANT'S BOOK OF FAQ'S



# Pet Agreement

## DETAILS

Tenant(s) / Pet Owner(s) Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

## PET(S)

### PET 1

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Age: \_\_\_\_\_

Registered with Council? (Circle) YES / NO

Council Registration Number: \_\_\_\_\_

### PET 2

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Age: \_\_\_\_\_

Registered with Council? (Circle) YES / NO

Council Registration Number: \_\_\_\_\_

### PET 3

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Age: \_\_\_\_\_

Registered with Council? (Circle) YES / NO

Council Registration Number: \_\_\_\_\_

### PET 4

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Age: \_\_\_\_\_

Registered with Council? (Circle) YES / NO

Council Registration Number: \_\_\_\_\_

This agreement is entered into between the tenants and the Lessor of the property for the purpose of the tenants demonstrating their commitment to being both responsible tenants and pet owners.

1. The tenant agrees to abide by this agreement and will keep the pet(s) described in this Agreement in accordance with the pet guidelines.
2. Only the pets mentioned in this agreement are to be kept at the property at the discretion of the Lessor.
3. Pets are not permitted inside the property at any time.
4. Tenant(s) are responsible for keeping all areas where pets are housed clean, safe and free of parasites. Owners must immediately pick up and dispose of all pet waste.
5. The tenant shall be liable for any damage or injury whatsoever caused by the pet(s) and shall pay the landlord or the management for any costs incurred as a result of damage or injury.
6. The tenant(s) are responsible to have a Pest Control (Flea & Tick) spray carried out internally & externally upon vacating the property and are to provide the agency (Explore Property) with a copy of the receipt.

## SIGNATURES

.....  
Tenant 1 Name

.....  
Signature

Date / /

.....  
Tenant 2 Name

.....  
Signature

Date / /

.....  
Tenant 3 Name

.....  
Signature

Date / /

.....  
Lessor/Lessor(s) Agent

.....  
Signature

Date / /

## Privacy Consent – New Tenants

### PROPERTY DETAILS

Property address: \_\_\_\_\_

I/We consent to my personal information being passed on during the tenancy and after the tenancy if required to other third parties who include however are not limited to tradespeople/contractors, salespeople, bodies corporate, tenancy databases, insurance companies and other relevant parties in full compliance with the Federal Privacy Act. The Lessor of the property will be provided all relevant information as the tenancy agreement is between the lessor and the tenant; the agency manages the property on behalf of the lessor. The agreement is a contract between the lessor and the tenant; personal information will be passed onto the lessor as the owner of the property.

I/We further acknowledge that should our personal details change and require updating, I/We shall advise the agency in writing of the change to ensure my/our contact and personal details are up to date.

### SIGNATURES

.....  
Tenant 1 Name

.....  
Signature

Date    /    /

.....  
Tenant 2 Name

.....  
Signature

Date    /    /

.....  
Tenant 3 Name

.....  
Signature

Date    /    /

.....  
Tenant 4 Name

.....  
Signature

Date    /    /

.....  
Lessor/Lessor(s) Agent

.....  
Signature

Date    /    /

## Rent Arrears Procedure

Please find below our agency rent arrears procedure:

1 to 7 days behind in rent	A phone call or sms (text message) from our agency to remind you about the rent payment due
8 days behind in rent	Notice to Remedy Breach (RTA Form 11 for failing to pay rent) – 7 days provided to remedy breach and pay all necessary rent arrears – if the notice is posted two days are added to the notice period
After expiry of Form 11 for rent arrears and rent not paid in full	Form 12 Notice to Leave the premises is issued – 7 days' notice is provided (plus postage if not hand delivered). Once this notice is issued, termination of the tenancy is in place based on rent arrears and vacant possession at the end of this notice may be required.
Upon expiry of the Form 12 Notice to Leave and possession of the property not handed over and rent not paid	An application to Tribunal to obtain an order for termination/warrant of possession. Once granted by Tribunal, Police execute the warrant to obtain vacant possession of the property on behalf of the lessor.  Monies owing above the bond for rent arrears may result in lodging your details on a tenancy default database which may affect your tenancy future. If this occurs, more information will be provided to you prior to listing on the database.

### NOTES:

It is a requirement for Explore Property tenants to **remain a minimum of 7 days in advance at all times.**

If you experience difficulty paying rent during your tenancy, please phone our agency to discuss.

### SIGNATURES

Please sign below to acknowledge having read and understood our agency rent arrears procedure.

.....  
Tenant 1 Name

.....  
Signature

Date / /

.....  
Tenant 2 Name

.....  
Signature

Date / /

.....  
Tenant 3 Name

.....  
Signature

Date / /

.....  
Tenant 4 Name

.....  
Signature

Date / /

# Congratulations!

In order to make your moving in process easier here are some quick reminders and helpful numbers to get you started. Renting can be great fun, living in different places, meeting new people and discovering local neighbourhoods. When you move into a rental property it is easy to forget about changing details.

Some of these details may include; changing your mailing address, your contact number or even some of the below.

- Taxation office
- Local council
- Electoral office
- Phone/Internet company
- Mobile service provider
- Satellite TV provider
- Gas company
- Electricity company
- Banks
- Medicare
- Water company
- Doctors
- Insurance companies – including car, home contents etc.
- Superannuation fund
- Your employer

Company	Telephone
Telstra	13 22 00
Origin	1324 61
Townsville City Council	1300 878 001
Ergon Energy *Please be aware your property may have tariffs which apply to certain appliances at the property including pools/air-conditioners. Please phone Ergon for more information on this.	13 10 46

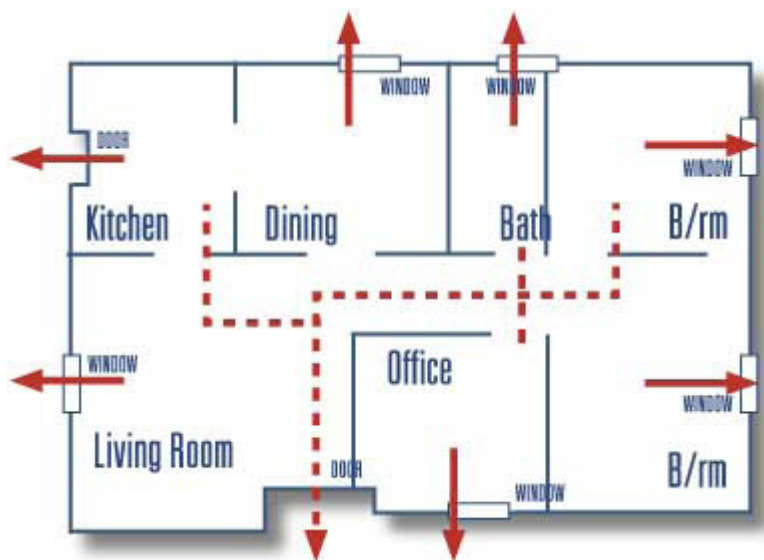


# Fire Safety Evacuation Plan & Information

Our agency recommends that you create a fire safety evacuation plan. In a fire, you will only have a few minutes from the sounding of the smoke alarm to when your life is seriously threatened by fire or smoke. It is very important that you prepare and practice an escape plan, and that everyone in the household knows what to do in an emergency.

## You Should:

- Start with a floor diagram of the home
- Make sure that everyone knows the sound of the smoke alarm and what to do if a fire occurs
- Plan escape routes. Identify a primary escape route out of every room, then pick a secondary route in case the first is blocked by fire. Always plan two ways out of each room
- Select a meeting place outside the home (e.g. the letterbox). Make sure everyone in your household knows to meet there should a fire occur in your home.
- Dial triple zero (000) - the number to call in an emergency - from a neighbour's home/mobile phone



## Teach your family and friends to

- Use the back of your hand to check closed doors for excessive heat before opening.
- Crawl low as smoke and heat will build from the ceiling down.
- Close doors behind them as they exit. This helps to limit the spread of fire and smoke.
- Account for all people in house.
- If anyone is missing, tell the fire service. DO NOT return to the house.

# Moving Out

## Ending your Fixed Term or Periodic Agreement

- You cannot move out at the end of a fixed term agreement without giving notice.
- If you wish to leave you must give 14 days' notice in writing prior to the end of the fixed lease term. If the lessor/agent wants you to leave they must give you 2 months' notice.
- You must continue to pay rent until you move out.
- You must leave the property in the same condition it was in before you moved in, fair wear and tear expected. You may have to pay for carpet cleaning or pest control if they are included in the special terms of your tenancy agreement.

## Breaking your Agreement

If you break your tenancy agreement (e.g. you decided to leave early), you are still responsible for compensating the lessor/ agent for lost rent until another tenant can be found or until the tenancy ends. You may also be liable for other costs such as the cost of re-letting the property and advertising.

## Rent Arrears Management Procedure

At Explore Property, we understand that sometimes there are unforeseen circumstances that result in delayed rental payments. Although the situation may never apply to you as most tenants pay rent on time, it is important we advise you of the processes involved.

Although we endeavor to accommodate any extraordinary situations resulting in late rental payments, there is a strict arrears management procedure that will be maintained, regardless of the reason. This is to ensure effective management of arrears and to protect the Lessor's investment.

If you happen to fall into arrears or know that you will be unable to make a rental payment, please contact the office and discuss the situation with your Property Manager.

These actions form our arrears management procedure and occur at the time specified:

- 2 days in arrears - Reminder phone call or SMS message
- 4 days in arrears - Reminder email and SMS
- 8 days in arrears - Notice to Remedy Breach issued with 7 days to rectify arrears 16 days in arrears - Notice to Leave issued with 7 days' notice to vacate

Tenants who have not remedied their rental arrears by the expiry date on the Notice to Leave will be expected to have vacated the rental property by that same date.

If after vacating the premises there are monies owed in excess of the bond, the Tenants named on the tenancy agreement may be listed with a tenancy database (TICA - Tenancy Information Centre of Australia and NTD - National Tenancy Database). Tenants will have the opportunity to pay all monies as well as being consulted before their details are listed.

# Routine Inspection Guide

## IMPORTANT-PLEASE READ CAREFULLY

Our aim is to give the landlord a good report. Therefore for your benefit, we ask that you pay attention to the following:

### Inside the Home

- All floor coverings are vacuumed & mopped, carpets are not stained (any more then stated on the entry condition report)
- Walls should be clean with no additional damage from Entry
- Windows , screens & coverings should be clean
- The oven/griller/cook top should be clean with no build up of baked on food.
- Ceiling fans should be clean, light covers should have no build up of bugs and all air-conditioners and filters should be clean.
- Bathroom/Ensuite should be generally clean, shower and screen should have no build up of mould or soap scum.

### Outside the Home

- The lawns & gardens should be healthy, mowed and neat
- Animal faeces should be picked up and removed
- No oil drippage/stains to carports, garages or driveways
- If you have a pool, please ensure its clean- or report if pool service is not satisfactory

## **Please ensure there is access to all rooms and back yard.**

Cleanliness and damage concerns will be brought to your attention to avoid damages and to achieve a full bond refund at the end of tenancy.

We would also like to take this opportunity to remind you about the importance of smoke alarms and their operation - have you cleaned and tested the alarm lately? If there are any concerns about the effectiveness of any smoke alarms, be sure to advise our agency immediately.  
(If an alarm requires batteries, it is a tenant's responsibility to replace).

**All smoke alarms must be connected**



# Repairs and Maintenance Request Form

All maintenance requests **MUST** be received in writing.

**Address:** 103 Boundary Street, Railway Estate QLD 4810

**Email:** [townsville@exploreproperty.com.au](mailto:townsville@exploreproperty.com.au)

**Fax:** 07 4750 4040 **Phone:** 07 4750 4000

## DETAILS

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Property address: \_\_\_\_\_

Tenants name: \_\_\_\_\_

Tenants contact no.: \_\_\_\_\_

## MAINTENANCE

☐

Plumbing

☐

Electrical

☐

General Repairs

☐

Other, specify: \_\_\_\_\_

Model of Appliance if applicable: \_\_\_\_\_

## COMMENTS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ACCESS TO PROPERTY

Please choose one of the following options regarding the tradespersons access to carry out maintenance at the property

☐

The tradesperson can collect keys from Explore Property and attend the property without me being present

☐

I wish to be present when the tradesperson attends the property

## OFFICE USE ONLY

Date received: \_\_\_\_/\_\_\_\_/\_\_\_\_

Received by: \_\_\_\_\_

Landlord name: \_\_\_\_\_

☐

URGENT \_\_\_\_\_

☐

NOT URGENT \_\_\_\_\_

Tradesperson Organised: \_\_\_\_\_

Work Order Sent: \_\_\_\_\_

## Cleaning Guide for Vacating Tenants

This guide is to assist you in making your moving and vacating process as stress free as possible. Standard Terms 37 to 40 of the General Tenancy Agreement set out the requirements for vacating the property plus any additional special terms. The property must be returned in the same condition as it was found as per the RTA Form 1a Entry Condition Report. All keys are to be returned upon the day of handover. You must provide your forwarding address and also complete the exit condition report which is enclosed. Please provide evidence as to how the carpets have been cleaned such as a carpet cleaning receipt upon handover of the keys.

### 37 Condition premises must be left in – s 188(4)

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

*Examples of what may be fair wear and tear –*

- wear that happens during normal use
- changes that happen with ageing

### 38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

### 39 Tenant's forwarding address – s 205(2)

(1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.

(2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

### 40 Exit condition report – s 66

(1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.

*Example of what might be as soon as practicable –*

when the tenant returns the keys to the premises to the lessor or the lessor's agent

*Note –*

For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.

(2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report –

- (a) sign the copy; and

- (b) if the lessor or agent does not agree with the report – show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
- (c) if the tenant has given a forwarding address to the lessor or agent – make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

General Requirements	Completed
Curtains, Venetians and Blinds to be cleaned, washed or dry cleaned according to fabric and as required	
Insect screens to be removed carefully and hosed and brushed	
Windows, Windowsills and tracks to be vacuumed and cleaned	
Doors, door frames and tracks to be left clean and undamaged	
Marks to be removed from walls with sugar soap or similar product	
Cobwebs to be removed from ceiling cornices and walls	
All light fittings to be cleaned and free from insects	
All floors and skirting boards to be washed	
All ceiling fans throughout to be free from dust (if applicable)	
Clean all mirrors throughout including wardrobe door mirrors (if applicable)	
All exhaust fans throughout the property to be cleaned	
Air vents to be dusted	
All vertical blind strings to be attached and secure	
All items on inventory to be accounted for (if applicable)	
Air conditioners and filters to be cleaned (if applicable)	
<b>Kitchen</b>	
The oven and grill cleaned. Drip trays to be cleaned of all grease.	
Range hood cleaned including the filters (where applicable)	
All cupboards cleaned inside and out (don't forget the tops of the cupboards)	
Sink taps and disposal unit (if applicable) cleaned and polished	
Walls and tiled areas to be free from grease	
All benches and floors to be cleaned and free from dirt and grease (don't forget the corners)	
The dishwasher left clean. Wipe over internal door, remove debris from the bottom drainer (if applicable)	
Refrigerator to be defrosted and all surfaces to be cleaned, including shelves and crisper drawers, switch appliance off at the wall and leave door ajar (if applicable)	
<b>Bathroom and Ensuites</b>	
Shower recess to be scrubbed	
Grouting to be free of all soap residue and mildew	
Shower curtain (if applicable) to be washed and shower screen to be cleaned	
All plugholes are to be clean and free from debris	

Mirrors to be wiped over	
All drawers and cupboards to be cleaned	
Toilet to be cleaned thoroughly, including bowl, lid, seat, cistern, and behind the toilet	

<b>Laundry</b>	
Washing machine and clothes dryer filter to be cleaned out	
Clean under laundry tub and clean plughole	
Cupboards to be cleaned thoroughly inside and out	
<b>Outside</b>	
Lawns to be mowed and edges trimmed 2-3 days before vacating (please don't dump grass clippings or tree cut-offs in the garden beds or behind sheds)	
Flower beds and pebble areas to be weeded	
No rubbish to be left in the gardens or around the property	
All garbage bins to be emptied and washed cleaned	
Driveways, carports, garages and any concrete areas to be free from oil and grease stains	
Garage floor area to be swept and cobwebs removed	
Cobwebs to be removed from outside eaves, awning and ceilings	

### **Pest Control**

If pets have been kept on the property then you must have the property professionally pest controlled for fleas inside and out and produce the receipt to our office.

### **Damage**

Damage that occurs due to the tenants' neglect must be rectified at the tenants cost.

### **Important Reminders**

Contact your energy supplier for a final reading of electricity supply  
 Disconnect the telephone  
 Disconnect and pay TV and broadband connections  
 Redirect your mailing address – forms are available at Australia Post

### **Rent and Keys**

Rent must be paid up to and including the day the keys are returned to the office. Compensation may be claimed for loss of rent if the property is not handed over accordingly upon the end date.

### **Areas that are not considered Fair Wear and tear:**

Marks / Damage to the Carpets  
 Marks / Damage to walls including inside robes  
 Marks / Damage to Drapes  
 Dead insects in light fittings  
 Dusty / Dirty window tracks, door tracks and robe tracks

Chipped tiles

If our agency can be of any assistance during your move, please do not hesitate to contact us. We have recommended cleaners and pest control companies that you may wish to use.

# Acknowledgement - Tenancy Documents

## PROPERTY DETAILS

Property address: \_\_\_\_\_

By signing this document, the Tenant/s named below acknowledge receiving a copy of the following tenancy documents and acknowledge they have read and understand the following documents:

- Form 18a (General Tenancy Agreement) including the Standard Terms and Special Terms
- Form 17a (Information Statement) – Pocket guide to renting
- Body Corporate By-laws (if applicable)
- Form 2 (Bond Lodgement Form)
- Trust Account Receipt (Rent payments explained)
- Form 1a (Entry Condition Report) – on the day of occupation of the property
- Suncorp Bpay details
- Current Water Restrictions
- Waste/Recycling bin collection days
- Pet Agreement
- Privacy Consent Form
- Arrears Procedure
- Routine Inspection Information
- Repairs & Maintenance Procedure
- Acknowledge a clear understanding of Special Terms of the Lease Agreement

It is recommended that the tenant/s read the documents thoroughly and keep them in a safe place for easy reference during the tenancy when required.

## SIGNATURES

.....  
Tenant 1 Name

.....  
Signature

Date / /

.....  
Tenant 2 Name

.....  
Signature

Date / /

.....  
Tenant 3 Name

.....  
Signature

Date / /

.....  
Tenant 4 Name

.....  
Signature

Date / /

.....  
Lessor/Lessor(s) Agent

.....  
Signature

Date / /





residential  
tenancies  
authority

1300 366 311  
rta.qld.gov.au



Form 17a

# Pocket guide for tenants

## houses and units

# Renting that works *for everyone*

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

## When renting...

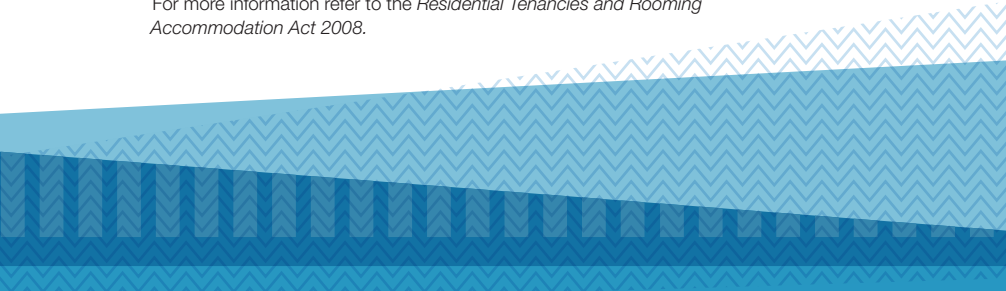
### You must

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

### The property owner/manager must

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

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



# Welcome to your new home

Please take a few minutes to read this guide which explains some of the basic rules of renting in Queensland.

## Your tenancy details

Property owner/manager contact details


Bond number

--

Tenancy end date

/	/
---	---

Emergency repairs contact/s


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



Call us **1300 366 311**





# Moving in

## Tenancy agreement

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

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

Period of tenancy agreement:

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

## Bond

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

## Bond increases

Your bond can be increased if your rent is increased. It must be at least 12 months since the last increase and you must be given 1 month's notice. Any extra bond money must be lodged with the RTA.

## Rent

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

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

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

## Rent increases

It must be at least 6 months since the tenancy started or the date of the most recent rent amount was changed.

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

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

## Rent decreases

Rent decreases may occur when there is a drop in the standard of the property, a decrease in services provided (e.g. the availability of car parking), or if a natural disaster (e.g. flooding, fire) makes the property partially unfit to live in.

## Water usage

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

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

## Electricity/gas/phone/internet

Check your tenancy agreement – in most cases you will need to arrange connection and pay for the services.

## Entry condition report

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

It is important for you to take the time and check the condition of the property at the start of the tenancy. This will help to avoid disputes about the condition of the property when you move out. You must complete the report and return a signed copy to the property owner/manager within 3 days. The property owner/manager must give you a copy of the final report within 14 days.

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



## During a tenancy

### Maintenance

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

### Repairs

You should notify the property owner/manager of any necessary repairs. They will generally carry out the repairs or organise someone to do them. You should not carry out repairs without written consent. When entering the property to fix the problem the property owner/manager must comply with the appropriate entry notice period.

If you or your guests damage the property, you may have to pay for the repairs.

### Fixtures

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

### What to do in an emergency

If the property owner/manager or nominated repairer listed on your tenancy agreement cannot be contacted, you can arrange for a qualified person to carry out emergency repairs, to a maximum value of 2 weeks rent. If you pay the repairer you will need to give the receipt to the property owner/manager, who must pay you back within 7 days. Keep copies of all receipts. Check your tenancy agreement to clarify what is meant by an emergency repair.



## Smoke alarms

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

## Inspections and viewings

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

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

## Sub-letting and co-tenancies

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

Check your tenancy agreement, talk to your property owner/manager and get any agreed arrangements in writing.

## Problems

### If you do something wrong

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

**Example:** you fall more than 7 days behind in rent or do not keep the property in the agreed condition.

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

### If the property owner/manager does something wrong

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

**Example:** the property owner/manager fails to keep the property well maintained or enters the property without the correct notice.

## Resolving problems

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

## Extending your fixed term tenancy

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

If there are any changes to any of the terms of the agreement, the property owner/manager will need to prepare a new written tenancy agreement. You and the property owner/manager must sign the new agreement before the old one ends. If there is a significant change (e.g. a rent increase you think is excessive) you can dispute it, but only after you've signed the new agreement.

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



# Moving out

## Ending your fixed term or periodic agreement

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

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

You must continue to pay rent until you move out.

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

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

## Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you may be responsible for compensating the property owner/manager for lost rent until another tenant can be found or the tenancy ends. You may also be liable for other costs such as the cost of re-letting the property and advertising. The property owner/manager must make an effort to limit your loss or expense. Visit our website for more details.

## Excessive hardship

If you experience excessive hardship and are unable to continue the tenancy, you can make an urgent application to QCAT to end the tenancy. Examples of excessive hardship can include serious illness or loss of employment.

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

## Exit condition report

You must complete an *Exit condition report* (Form 14a). It shows the condition of the property when you leave. If possible you should try to arrange a final inspection with your property owner/manager.

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

## Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the property owner/manager for rent, damages or other costs. You can apply on, or after, handover day to have your bond money returned. You need to provide the RTA with your contact details, forwarding address and bank account details to receive your bond refund. Bonds can only be refunded into Australian bank accounts.

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

You and the property owner/manager must sign the *Refund of rental bond* (Form 4) and submit it to the RTA either via our website or by post. The RTA will refund the bond as directed within a few days.

### **If you and the property owner/manager disagree**

You or the property owner/manager can submit a bond refund form. Whoever lodged the form that is processed first will trigger the dispute process, and the other person must dispute the claim to prevent payment. The RTA will send the other person a *Notice of claim* and the option to submit a *Dispute resolution request* (Form 16). If the RTA does not receive a completed Form 16 within 14 days, the bond will be paid out, as directed on the form that was processed first.

**If they do respond**, the RTA dispute resolution service will try to help resolve the disagreement. If agreement is reached, you and the property owner/manager sign the bond refund form and the bond is paid out as agreed.

**If agreement is not reached**, the person who lodged the dispute resolution request form can apply to QCAT for a decision. They must do so within 7 days and notify the RTA in writing of the QCAT application within the correct timeframe.

**If no QCAT application is lodged within 7 days**, the RTA will pay the bond as directed on the bond refund form that was processed first.

Visit [qcat.qld.gov.au](http://qcat.qld.gov.au) for more information.

# Domestic and Family Violence Support

## Domestic violence in a rental property

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

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

If someone in a rental property is experiencing domestic violence they can apply to QCAT to:

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

Every person has a right to feel safe and live free from violence. If there is violence in your home, a domestic violence order placing limits on the behaviour of the person who is violent towards you may be able to help stop the violence.

Visit the Queensland Courts website [www.courts.qld.gov.au](http://www.courts.qld.gov.au) for more information on domestic violence orders.

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

### DV Connect

Domestic/family violence and crisis support.

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

**t** 1800 811 811 – Womensline

**t** 1800 600 636 – Mensline

**t** 1800 010 210 – Sexual Assault Hotline

### Aboriginal Family Domestic Violence

Victims rights, counselling and financial assistance.

**t** 1800 019 123

## Emergency

Police, firefighters or ambulance.

**t** 000 (triple zero)

## Residential Tenancies Authority

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

**t** 1300 366 311

Mon–Fri: 8.30am–5pm

## Tenants Queensland

**w** [tenantsqld.org.au](http://tenantsqld.org.au)

**t** 1300 744 263

## National Relay Service

Assistance for deaf, hearing or speech impaired clients  
TTY or computer modem.

**t** 133 677

## Translating and Interpreting Service (TIS)

TIS will telephone the RTA for you at no extra cost.

**t** 131 450

## Lifeline

Personal crisis support.

Anyone experiencing a personal crisis other than domestic and family violence, such as loss of a loved one, financial hardship or serious illness, can contact Lifeline for support and referrals to appropriate services.

**t** 13 11 14

## DV Connect

Domestic/family violence and crisis support.

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

**t** 1800 811 811 – Womensline

**t** 1800 600 636 – Mensline



*Pocket guide for tenants – houses and units*  
(Form 17a) Information Statement

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