

# Information for tenants affected by COVID-19

**When you rent a place to live in Queensland your tenancy agreement is covered by the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*. This fact sheet is for residential tenancies however most of this information also applies to rooming accommodation such as boarding houses.**

## Seek advice

This fact sheet is for tenants and residents whose tenancies are affected by COVID-19. It deals with some of the common issues arising. If you need further advice, you can contact Tenants Queensland for free tenancy advice service on 1300 744 263. Tenants Queensland delivers the Queensland Statewide Tenancy, Advice and Referral Service (QSTARS)

## I have lost my job and my income and have fallen into rental arrears.

It's always best to see if you can make an agreement to catch up with your rent before any action is taken by the lessor. If you reach an agreement, don't forget to put it in writing. When you rent a property, you are required to pay the rent on time in accordance with the agreement. If you're affected by the impacts of the COVID-19 crisis you may wish to seek additional financial assistance from [Centrelink](#).

Additionally if you require [assistance](#) paying your electricity bill you may try approaching your electricity retailer for a payment plan or seek assistance through the [Home Energy Assistance Scheme](#) for an emergency payment.

Please keep in mind that if you fail to pay rent, it may be considered a breach of your tenancy agreement. You may request an agreement from your lessor to not pay rent for a period of time due to the impacts of the COVID-19 crisis.

If you need further advice, you can contact Tenants Queensland for free tenancy advice service on 1300 744 263

## Can a lessor and landlord conduct inspections and enter my property?

If you are a tenant or a resident at higher risk of COVID-19 and you've received an Entry Notice, and you're concerned with someone else entering due to health risks, try to negotiate or dispute the proposed entry time not to proceed. If the entry is for a general inspection then suggest other options such as video call or pictures, put this request in writing. It is important to provide any recommendations from health professionals regarding isolation or quarantine in your email.

REMEMBER -The lessor, agent or provider can only enter your premises if they have a reason set out in the law. They must give you the correct amount of written notice on an Entry Notice form. The proposed entry must be at a reasonable time, a reasonable time may depend on your circumstances.

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## I need repairs done on my property

If you need repairs done on your premises, your agent or lessor may query you about your health and if you are at higher risk of COVID-19 to ensure both your safety and the safety of their contractors is not compromised. Repairs should be conducted if they are needed and you will need to negotiate how they are carried out in this current crisis. If repairs are not carried out you may be entitled to claim a rent decrease until the problem is rectified.

## I want to leave my rental?

If you decide to move because you are either a tenant or resident whose tenancies are

affected by COVID-19, you must follow the proper steps to end your agreement, below are some options

### **How do I Give Notice?**

If you want to end your tenancy agreement due to concerns regarding your health and the impacts of COVID-19 you will need to give written notice using the [RTA form 13](#) and provide 14 days' Notice of Intention to Leave with the last day being the expiry date on the tenancy agreement. The notice must also state whether you are ending the agreement with grounds, or without grounds.

### **I want to break a fixed term agreement will there be any charges?**

When you sign a fixed term agreement, you are signing a legal contract that you agree to rent the premises for an agreed minimum period. If you end your tenancy as a result of your health being affected by COVID-19 and leave before the end of the fixed term agreement, you may be liable to pay compensation to the lessor or provider for breach of this contract.

### **What is a Mutual agreement?**

You and the lessor, agent or provider can agree to end the tenancy at any time by mutual agreement. This mutual termination agreement should be put in writing and be signed by you the tenant and the lessor, agent.

This agreement should clearly state the day the tenancy will end and include any agreement about financial liabilities, such as what will happen with the bond and whether or not you will pay compensation for ending the tenancy.

**Excessive hardship:** for tenants and residents affected by COVID-19 experiencing excessive

hardship that are unable to continue in a fixed term residential tenancy or rooming accommodation agreement, you can apply directly to the Queensland Civil and Administrative Tribunal for an urgent hearing to terminate your agreement under s310 of the Act. If you apply to the Tribunal you will need evidence of your health circumstances or financial hardship.

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### **Try and Negotiate a solution**

For tenants and residents whose tenancies are affected by COVID-19, you should attempt to resolve the problem, contact the lessor, agent or provider, by writing them a letter, sending an email outlining the problem and solution. Keep a copy as evidence for your records

### **If you can't reach a solution contact the RTA Dispute Resolution**

If you and the lessor, agent or provider can't resolve a dispute regarding your tenancy issues the RTA Dispute Resolution Service may be able to help you to negotiate and reach an agreement. You can use a Dispute Resolution Request form (Form 16) to apply to the RTA for conciliation to resolve the dispute.

### **Moving out**

If you are moving out, it is important to take all your goods with you, leave the premises clean, in a similar condition to the start of the tenancy, reasonable fair, wear and tear excepted, and promptly return all keys.

Prior to you as a tenant making any decision relating to any information within this fact sheet, contact Tenants QLD who delivers the Queensland State-wide Tenancy, Advice and Referral Service on 1300 744 263 to discuss.

Disclaimer: This flyer provides information only and is not intended to provide legal advice

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