

# Lessor ends the tenancy

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'). If your lessor, agent or provider wants to end the agreement they must follow the steps described in the Act.

To end your agreement the lessor, agent or provider must give you a Notice to Leave or apply to the Tribunal for a termination order.

A Notice to Leave must be on the correct form and state the grounds (the reason) they are using to seek to terminate the agreement. The notice must give details of that reason and state the date by which you must leave (the handover day) and give you the required amount of notice. If you do not believe they have valid grounds, or given the incorrect notice you can dispute the notice, see below for details.

If you are given a Notice to Leave, the notice must state the grounds (reason) on which you are being asked to leave. The lessor, agent or provider can give you a Notice to

Leave if you fail to remedy a breach of the agreement. This applies if you were given a Notice to Remedy Breach, and you did not remedy the breach (fix the problem) by the due date.

In some circumstances the lessor, agent or provider can apply directly to the Tribunal for an urgent hearing to terminate your tenancy. Sometimes they can do this without first giving you a Notice to Leave or a Notice to Remedy Breach.

If the lessor, agent or provider applies to the Tribunal to terminate your tenancy the Tribunal will send you a notice of the hearing. It is important to attend this hearing so you can respond to the application.

## Notice to leave

The amount of notice the lessor, agent or provider must give you will depend on the type of agreement you have and the reason you are being asked to leave. Notice periods are listed in the table in this Tenancy Facts.

A notice to leave must:

- Be in the approved form
- Be signed by or for the lessor
- Identify the premises
- require you to hand over the premises to the lessor on the day stated in the notice (the handover day)
- state the ground on which the notice is given
- give particulars of the ground on which the notice is given
- if the approved form requires information to accompany the form—be accompanied by the information required
- state that information about the tenant's rights and obligations is contained in the agreement; and

- inform you that—

- ✗ if you do not comply with the notice on the handover day they may apply to a tribunal for a termination order without giving the tenant any further notice; and
- ✗ if the tribunal makes the order, it also must make an order for possession of the premises in favour of the lessor.

It's a good idea to check that you are given the correct amount of notice. The handover day stated in the notice to leave must not be before the end of the minimum notice period for the notice. To calculate the notice period, do not count the day you receive the notice, but do count the hand over the property (handover day).

For example, if you are given two months' notice that your agreement will end on a Saturday, you must receive the notice on the Friday two weeks earlier. If the notice is sent by post the notice must include extra time to allow for postal delivery (usually 3–4 business days).

A list of reasons for ending tenancies and the notice required is included in this Tenancy Facts.

## What's inside

- ★ Notice to leave
- ★ Mutual agreement
- ★ If you dispute the notice
- ★ Retaliatory eviction
- ★ If you breach the agreement
- ★ If you fail to leave
- ★ Tribunal hearings
- ★ Warrant of possession
- ★ Death of sole tenant or resident
- ★ If you leave goods behind
- ★ If a mortgagee takes possession
- ★ Moving out
- ★ Bond refunds

## Who's who?

A **lessor** is the person who gives a tenant the 'right to occupy' a residential premises. Lessors often employ real estate agents to manage premises on their behalf.

A **provider** is a person who provides rooming accommodation to **residents**.

**QSTARS** is a program providing specialist advice and support to renters, funded by the Qld Government, delivered by Tenants Queensland.

The **RTA** is the government authority that manages rental bonds, provides forms and information, conducts dispute resolution and investigates complaints of unlawful conduct under tenancy laws.

The **Tribunal** or **QCAT**, hears and makes binding decisions about residential tenancy disputes.

Tenant fact sheets produced by



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# Lessor ends the tenancy

## Mutual agreement

You and your lessor, or provider, can agree to end the tenancy by 'mutual agreement' at any time. A mutual termination agreement must be put in writing and be signed by all parties. You should keep a copy for your records.

If you have a fixed term agreement, your lessor or provider may seek your agreement to terminate the tenancy before the end of the term. You do not have to agree. If you agree to the request, you can request compensation for your loss of the tenancy and your removal or other costs.

A mutual termination agreement should include any agreed terms, such as the handover day or agreed notice, how the bond will be refunded and any compensation to be paid.

The length of notice you must be given might differ depending on what type of accommodation you are living in, and what type of agreement you have, either a general tenancy, a long tenancy in a moveable dwelling (MD); a short tenancy moveable dwelling agreement ((an agreement in a moveable dwelling park for 42 days or less); or rooming accommodation.

Reason you can be given a Notice to Leave	Required notice period on a Notice to Leave
Because of the end of a fixed term agreement.	<ul style="list-style-type: none"> <li>Two (2) months after the notice is given to you and not before the end of a fixed term agreement (general residential tenancies and long tenancy MD*).</li> <li>Fourteen (14) days or the end of the agreement, whichever later (rooming accommodation)</li> </ul>
Unremedied rent arrears breach – you can be given a Notice to Leave if you do not pay rent owing by the due date on a Notice to Remedy Breach form.	<ul style="list-style-type: none"> <li>Seven (7) days (general residential tenancies).</li> <li>Two (2) days (long and short tenancy MD)</li> <li>No notice (if you have lived in rooming accommodation for 27 days or less).</li> <li>Four (4) days (if you have lived in rooming accommodation for 28 days or more).</li> </ul>
Other unremedied breach – you can be given a Notice to Leave if you do not remedy a breach (except rent arrears) by the due date on a Notice to Remedy Breach.	<ul style="list-style-type: none"> <li>Fourteen (14) days (general residential tenancies).</li> <li>Two (2) days (long and short tenancy MD).</li> <li>Two (2) days (rooming accommodation).</li> </ul>
Non-compliance with a Tribunal order – can apply in residential tenancy agreements if you do not comply with a Tribunal order.	<ul style="list-style-type: none"> <li>Seven (7) days (general residential tenancies and long tenancy MD)</li> <li>Two (2) (short tenancies MD)</li> </ul>
Non-compliance with a Tribunal order to relocate in a Moveable dwelling park.	<ul style="list-style-type: none"> <li>Two (2) days (long and short tenancy MD)</li> </ul>
Non-liveability – if the rental premises or a moveable dwelling park or facilities can no longer be lawfully used as a residence, or is destroyed or made completely or partially unfit to live in, other than by a breach of the agreement.	<ul style="list-style-type: none"> <li>The day the notice is given (general residential tenancies and long or short tenancies MD)</li> <li>Immediate notice (rooming accommodation).</li> <li>This notice must be issued within one (1) month of the event which led to the premises becoming non-liveable</li> </ul>
Compulsory acquisition – if the premises are appropriated or have been compulsorily acquired by an authority.	<ul style="list-style-type: none"> <li>Two (2) months (general residential tenancies and long tenancy MD)</li> <li>The day the notice is given (short tenancies MD)</li> </ul>
Voluntary closure of moveable dwelling park by the park operator.	<ul style="list-style-type: none"> <li>Three (3) months (long tenancy MD).</li> <li>Two (2) days (short tenancy moveable dwelling).</li> </ul>
Compulsory park closure.	<ul style="list-style-type: none"> <li>Same day the notice is given.</li> </ul>
Sale contract – a lessor or provider is preparing to sell the rental premises and the preparations require the rental premises to be vacant; or a provider has entered into a contract to sell the rental premises with vacant possession.	<ul style="list-style-type: none"> <li>Two (2) months and not before the end of the fixed term (general residential tenancies and long tenancy MD)</li> <li>Two (2) months for periodic agreements (general tenancies)</li> <li>1 month, if the agreement is fixed term, on the day the fixed term ends (rooming accommodation)</li> </ul>



Reason you can be given a Notice to Leave	Required notice period on a Notice to Leave
End of entitlement under employment – if you occupy the premises under terms of employment and your employment ends, or your entitlement to occupy the premises under your employment ends.	<ul style="list-style-type: none"> <li>• Four (4) weeks (general residential tenancies and long tenancy MD)</li> <li>• Two (2) days after the notice is given (short tenancies MD)</li> <li>• One (1) month (rooming accommodation)</li> </ul>
End of your entitlement to accommodation assistance.	<ul style="list-style-type: none"> <li>• Four (4) weeks (general residential tenancies and long tenancy MD)</li> <li>• Two (2) days short tenancies (MD)</li> <li>• One (1) month (rooming accommodation).</li> </ul>
End of your entitlement to housing assistance (s290).	<ul style="list-style-type: none"> <li>• Four (4) weeks (general residential tenancies)</li> <li>• Two (2) months (long tenancy MD)</li> <li>• Two (2) days short tenancies (MD)</li> </ul>
End of your entitlement under an affordable housing scheme	<ul style="list-style-type: none"> <li>• One (1) month general residential tenancies and Two (2) months long tenancy MD</li> </ul>
Serious breach at public or community housing	<ul style="list-style-type: none"> <li>• Seven (7) days after the notice is given to the tenant</li> </ul>
Serious breach – general tenancies	<ul style="list-style-type: none"> <li>• Non-Urgent application to QCAT for a termination order</li> </ul>
Serious breach – only applies in rooming accommodation	<ul style="list-style-type: none"> <li>• Same day (rooming accommodation).</li> </ul>
For State government program	<ul style="list-style-type: none"> <li>• Two (2) months and not before the end of a fixed term agreement (general residential tenancies and long tenancy MD)</li> </ul>
Demolition or redevelopment	<ul style="list-style-type: none"> <li>• Two (2) months and not before the end of a fixed term agreement (general residential tenancies and long tenancy MD)</li> <li>• Two (2) months after the notice is given, or if the rooming accommodation agreement is a fixed term agreement—the day the term of the agreement ends (rooming accommodation)</li> </ul>
Significant repair or renovations	<ul style="list-style-type: none"> <li>• Two (2) months and not before the end of a fixed term agreement (general residential tenancies and long tenancy MD)</li> <li>• One (1) month after the notice is given, or if the rooming accommodation agreement is a fixed term agreement—the day the term of the agreement ends (rooming accommodation)</li> </ul>
Change of use	<ul style="list-style-type: none"> <li>• Two (2) months and not before the end of a fixed term agreement (general tenancies)</li> <li>• Three (3) and not before the end of a fixed term agreement (long MD)</li> <li>• One (1) month after the notice is given, or if the rooming accommodation agreement is a fixed term agreement—the day the term of the agreement ends (rooming accommodation)</li> </ul>
Ending of entitlement to student accommodation	<ul style="list-style-type: none"> <li>• 1 month after the notice is given to the tenant</li> <li>• One (1) month after the notice is given (rooming accommodation)</li> </ul>
Owner occupation	<ul style="list-style-type: none"> <li>• 2 months and not before the end of a fixed term agreement (general residential tenancies and long tenancy MD)</li> </ul>
Mortgagee in possession – See the heading Mortgagee in possession for more information. A mortgagee in possession can terminate periodic or fixed term agreements	<ul style="list-style-type: none"> <li>• Two (2) months Notice to Vacate from mortgagee to tenants (general residential tenancies and moveable dwellings).</li> <li>• Thirty (30) days Notice to Vacate from mortgagee to residents (rooming accommodation)</li> </ul>
Death of sole tenant or resident.	<ul style="list-style-type: none"> <li>• Two (2) weeks (residential tenancies), one (1) week (rooming accommodation).</li> <li>• If no notice is issued, the agreement ends one (1) month (residential tenancies); two (2) weeks (rooming accommodation), or two (2) days (short tenancy MD), after the death of the person</li> <li>• or the day ordered by a Tribunal or on the day agreed between representatives of the parties.</li> </ul>

# Lessor ends the tenancy

## Checklist

### To end the tenancy, the lessor, agent or provider must:

- Give you a written Notice to Leave or apply to the Tribunal for a termination order.
- A Notice to Leave must give you the correct amount of notice.
- After you complete your Exit Condition Report and you give the lessor or agent a copy they must inspect the premises and complete and return a copy to you within three days (not required in rooming accommodation).
- Arrange to collect the key and carry out the final inspection.

### When moving out you need to:

- Pay the rent up to and including the handover day on the notice.
- Leave the premises clean and in the same condition as when you moved in (except for fair wear and tear).
- Repair any damage that you or your visitors have caused (you are not responsible for routine repairs and maintenance).
- Remove your belongings from the premises, on or before the last day on the notice.
- Obtain and fill in an Exit Condition Report and give the lessor or agent a copy. Keep a copy for your records. This does not apply in rooming accommodation but is good to do if you paid a bond.
- Gather evidence of the condition of the premises when you leave, such as a copy of your Exit Condition Report, photos and receipts for cleaning or repairs you have done.
- If possible arrange to carry out a joint final inspection of the premises, with the lessor, agent or provider.
- Return the keys on the day you move out, or as soon as possible after you move out.
- Use a Refund of Rental Bond form to apply to the RTA for your bond refund, this can be done online or by using the RTA form 4 Bond Refund.

## If you dispute the notice

You can dispute a Notice to Leave if you are not given the correct amount of notice, or if you are given a Notice to Leave and you don't agree with the grounds (the reason) stated on the notice, you believe this was in retaliation for asserting your rights.

Before disputing a Notice to Leave contact the lessor, agent or provider to let them know you do not agree with the notice. Try to negotiate a solution.

If you can't agree on a solution, you can use a Dispute Resolution Request form to apply to the RTA free Dispute Resolution Service. The RTA conciliator will negotiate between you and the lessor, agent or provider, and try to help you reach an agreement.

If the RTA is unable to help you resolve the dispute, they will issue a Notice of Unresolved Dispute. You can then apply to the Tribunal for a decision about the matter.

If the Tribunal is satisfied that the lessor, agent or provider was not entitled to give you the Notice to Leave, it can make an order to set aside the Notice to Leave.

If the Tribunal decides the matter after you move out and the agreement is terminated, it can make an order that the lessor, agent, or provider, pay you an amount as compensation for any loss or expense you incurred when having to leave the premises.

## Retaliatory eviction

A lessor, agent or provider cannot give you a Notice to Leave, in retaliation for something that you have done to pursue your rights. Pursuing your rights includes if a tenant or a representative agency, such as an entity providing advice and support to tenants:

- Request repairs or maintenance.
- Give the lessor, agent or provider a notice to remedy a breach.
- Request the lessor to reimburse the tenant for an amount properly incurred by the tenant for emergency repairs
- Apply to the Tribunal or planning to apply to the Tribunal.
- Make a complaint to a government body about something the lessor, agent or provider has done, or not done, which has affected you.
- Take some other action to enforce your rights.
- Have a Tribunal order in force in relation to the agreement.

Retaliatory action by the lessor includes issuing a notice remedy breach (other than for seven (7) days rent arrears), increasing your rent, action to end the tenancy (notice to leave), refusing to enter into a further tenancy agreement.

If you are given a Notice to Leave, or there was some other action by the lessor, and you believe the notice was given in retaliation for you pursuing your rights, you can apply to the Tribunal for an urgent hearing to seek an order to set aside the lessor's action. You are not required to first apply to the RTA Dispute Resolution Service before you apply to the Tribunal.

Time limits apply to lodge your application with the Tribunal. If you want to dispute a Notice to Leave or the lessor's action which you believe is retaliatory, you must apply to the Tribunal within one (1) month of the lessor taking the action.

## If you breach the agreement

If you breach the tenancy agreement, body corporate by laws or park rules, the lessor, agent or provider can give you a Notice to Remedy Breach. The notice will describe the problem and ask you to fix it by a specific date.

The Notice to Remedy Breach form must give you the correct amount of time to fix the problem. Time periods are summarised in the table below.

If you fail to remedy the breach by the date on the notice, the lessor, agent, or provider can give you a Notice to Leave 'with grounds' for unremedied breach of the agreement.

### Repeated breaches

If you breach the agreement and have been given notices to remedy you breach, for the same breach by your lessor or provider on 2 previous occasions, they can apply to the Tribunal for a termination order without a third notice. This includes breaches of body corporate by-laws or park rules (or house rules in rooming accommodation). See below for details about applications to the Tribunal.



## If you dispute the Notice to Remedy Breach

If you are given a Notice to Remedy Breach and you don't agree with the notice, you can apply to the RTA Dispute Resolution Service for help to resolve the dispute. You can also write or talk to the lessor, agent or provider, to let them know you dispute the notice and do not agree that you are in breach of your agreement.

If the RTA is unable to help you and the lessor, agent or provider, reach an agreement to resolve the dispute, they will issue a Notice of Unresolved Dispute. You can then apply to the Tribunal for a decision about the matter.

## Withdrawing a Notice to Leave

In residential tenancies, if you fail to comply with a Notice to Remedy Breach you can be given a Notice to Leave. If you then remedy the breach, the lessor or agent can agree to withdraw the Notice to Leave and let you continue the tenancy.

If the lessor or agent agrees to withdraw the Notice to Leave, they must do so in writing, before the handover day. You can request written confirmation you can stay and continue the tenancy.

A Notice to Leave can only be withdrawn if you agree. If the notice is withdrawn, your tenancy will continue as if the notice had not been given.

## Breaking a fixed term agreement

When you sign a fixed term agreement, you agree to rent the place for a minimum period. In most cases, the lessor, agent or provider can only ask you to leave during a fixed term agreement if you have seriously breached the agreement. Your lessor, agent or provider must follow the correct process to end the agreement.

If you breach the agreement and are given a Notice to Leave for unremedied breach and have to move out before the end of the agreement, the lessor, agent or provider can also ask you to pay financial compensation for your breach of the contract. They can claim their reasonable costs to re-let the premises, including the cost of advertising, a re-letting fee and compensation for lost rent, however this is all subject to the lessor's duty to mitigate their loss or expense by taking all reasonable steps which includes advertising the premises.

## Serious breach

In a general tenancy, the lessor may apply straight to the Tribunal for a termination order, on the grounds of serious breach, without first giving you notice to leave where the tenant, occupant or guest has:

- used the premises for an illegal activity
- You (or your guest/s) intentionally or recklessly:
  - ❖ destroyed or seriously damaged a part of the premises
  - ❖ endangered another person in the premises or nearby
  - ❖ interfered significantly with the reasonable peace, comfort or privacy of another tenant or another tenant's appropriate use of the other tenant's property

If you are in public or community housing, must be given seven (7) days' notice to leave.

In rooming accommodation, if you breach the agreement in a serious way, you can be asked to leave immediately. A serious breach means that:

- You used your room or the common areas for illegal purposes
- You (or your guest/s) intentionally or recklessly:
  - ❖ caused damage to the premises
  - ❖ endangered another person in the premises

- ❖ significantly interfered with the reasonable peace, comfort or privacy of another resident.

The provider must give you a written Notice to Leave, stating the reason you are being asked to leave. A Notice to Leave for serious breach can ask you to leave the premises immediately.

Reason for the breach	Time you must be given to fix the problem
<b>Unpaid rent</b>	<ul style="list-style-type: none"> <li>● General tenancies if your rent is seven (7) days late: 7 days</li> <li>● Long tenancy moveable dwellings if your rent is seven (7) days late: 5 days</li> <li>● Short tenancy moveable dwellings, as soon as your rent is late: no notice period required</li> <li>● Rooming accommodation:               <ul style="list-style-type: none"> <li>❖ if you have lived there 28 days or more and your rent is two (2) days late: 4 days</li> <li>❖ if you have lived there for 27 days or less, as soon as your rent is late: 2 days</li> </ul> </li> </ul>
<b>Other breach of the agreement</b>	<ul style="list-style-type: none"> <li>● General tenancies: 7 days</li> <li>● Moveable dwellings long tenancy agreement: 7 days</li> <li>● Moveable dwellings short tenancy agreement: No notice required</li> <li>● Rooming accommodation: 5 days</li> </ul>

## If you fail to leave

If you receive a Notice to Leave for a reason allowed under the Act, and the notice gives you the correct amount of notice, you should leave on or before the handover day. If you do not leave, the lessor, agent or provider can take steps to have you removed from the premises. If you disagree with the notice, you should contact the lessor, agent or provider to dispute the notice. If you receive notice of a Tribunal hearing you should attend the hearing.

## Self-eviction is unlawful

In residential tenancies it is unlawful for a lessor or agent to enter and remove you from the premises themselves. This is called 'self-eviction' and is an offence. If this happens, you can report the offence to the RTA and the lessor or agent could be prosecuted and fined.

## Residential tenancies

In residential tenancies if you do not move out by the handover day on a Notice to Leave, the lessor or agent can apply to the Tribunal for a termination order and a Warrant of Possession to remove you from the premises. They must apply to the Tribunal within two weeks of the handover day. This is an urgent application so the matter may be listed for a hearing within a week or two.

## Rooming accommodation

In rooming accommodation, the provider does not need a Tribunal order to remove you from the premises. If you are given a Notice to Leave and do not leave the provider can call the police and, with the police present, can remove you from the premises.



# Lessor ends the tenancy

## Warrants of Possession

If the Tribunal makes a termination order it will also issue a Warrant of Possession. A Warrant of Possession authorises the police to remove you from the premises.

The Warrant is sent to the local police and must come into effect within three days of being issued. It is effective for 14 days and can be enforced at any time during this 14 day period (unless the Tribunal orders that the Warrant be effective for a longer period).

If a Warrant is issued the police will contact you and tell you when they will come to the premises to enforce the Warrant. When enforcing the Warrant, the police will ensure that everyone leaves the premises peacefully. The lessor or their agent will also attend to collect the keys and change the locks.

If a Tribunal issues a Warrant of Possession, it is important to remove your goods from the premises before the Warrant is enforced and the locks are changed.

## Termination by the Tribunal

The Act sets out circumstances where the lessor, agent or provider can apply directly to the Tribunal for an urgent termination hearing. In some situations, this application can be made without giving you a Notice to Leave.

If the lessor, agent or provider applies for a termination hearing the Tribunal will send you a notice of the hearing and a copy of the application.

If you receive notice of a Tribunal hearing it is important to attend so you can put forward your side of the story, especially if you need more time to move out or want to dispute the reason for ending your agreement. If you need information or advice about going to the Tribunal, contact a tenant advice service.

If the Tribunal makes an order to terminate your tenancy, they will also issue a Warrant of Possession. The Warrant authorises the police to remove you from the premises.

### Applications to the Tribunal for termination include:

- **Failure to leave or failure to leave as intended:** In residential tenancies the lessor or agent can apply to the Tribunal for a termination order if you fail to leave by the due date (the handover day) on a Notice to Leave or Notice of Intention to Leave. In residential tenancies if the lessor or agent wants to enforce the notice, they must lodge their application with the Tribunal within two weeks of the handover day. This does not apply in rooming accommodation.
- **Repeated breach of the agreement:** If you breach the agreement in a similar way three times within a 12 month period, and you receive a Notice to Remedy Breach on the first two occasions and remedy each breach, your lessor, agent or provider can apply directly to the Tribunal to terminate your agreement for repeated breach, if you breach the agreement in a similar way on a third occasion within the 12 month period. The breaches must be similar and relate to particular provisions of the Act. In making a decision, the Tribunal will consider the seriousness of the breach, the period in which the breaches were committed, the period of the tenancy and, for fixed term agreements, how much time is left on the agreement.

- **Excessive hardship:** If the lessor or provider believes they would suffer excessive hardship if the tenancy was not terminated, they can apply to the Tribunal to terminate the agreement. For example, a lessor may have a change in personal circumstances and need to move back into the premises. If you have a fixed term agreement and the Tribunal makes an order to terminate the tenancy, you can request compensation for your loss of the tenancy and your relocation costs.
- **Objectionable behaviour:** The lessor may apply to the Tribunal for a termination order due to the alleged objectionable behaviour of the tenant. This applies if the tenant has harassed, intimidated or verbally abused the lessor, lessor's agent, or a person occupying or allowed on nearby premises. It also applies if the tenant has caused a serious nuisance to persons occupying premises nearby.
- **Damage or injury:** If the lessor or agent believes that you have intentionally or recklessly caused, or are likely to cause, serious damage to the premises, or injury to the lessor or agent or another person entering the premises, they can apply to the Tribunal for a termination of the agreement. They can also apply to the Tribunal for an order to restrain you from causing any further damage or injury. This does not apply to rooming accommodation.
- **Incompatibility:** For a short tenancy agreement in a moveable dwelling park, the lessor or agent can apply directly to the Tribunal for a termination order because you and the lessor are incompatible.
- **Serious Breach:** If the lessor believes tenant, occupant or guest has used the premises for an illegal activity, intentionally or recklessly destroyed or seriously damaged a part of the premises, endangered another person in the premises or nearby or interfered significantly with the reasonable peace, comfort or privacy of another tenant or another tenant's appropriate use of the other tenant's property.

## Death of a sole tenant or resident

If a sole tenant or sole resident dies, and no other action is taken to end the agreement, a residential tenancy agreement ends one month after the death of the sole tenant. In rooming accommodation, the agreement ends two weeks after the death of the sole resident.

If the lessor, agent or provider or a representative of the former tenant or resident gives notice to the other party ending the agreement because of the death of the tenant or resident, the agreement will end two weeks after the notice was given in general tenancies, or seven days in rooming accommodation. Alternatively, the parties can agree to end the agreement at an earlier date, or the lessor, agent or provider can apply to the Tribunal for an order to terminate the agreement.

## If you abandon premises

If the lessor, agent or provider believes that you have abandoned the premises, they can take steps to terminate your agreement.

In rooming accommodation, if you abandon your room and the period for which you have paid rent has ended, your tenancy agreement automatically ends.

In residential tenancies, if the lessor or agent reasonably believes that the premises have been abandoned, they can either deliver an Abandonment Termination Notice to the premises or can apply directly to the Tribunal for an order about abandonment.



## Evidence

Evidence the premises are abandoned includes failure to pay rent, uncollected mail, disconnection of services, absence from the premises of household goods, failure to respond to Entry Notices and reports from neighbours that the premises are abandoned.

## Responding to an abandonment notice

If the lessor or agent issues you with an Abandonment Termination Notice you have seven days to respond. If you do not dispute the notice within the seven-day period, the premises are taken to be abandoned. The lessor or agent can then apply to the Tribunal for an order to claim the bond and seek additional compensation.

If you receive an Abandonment Termination Notice, and have not abandoned the premises, you can apply to the Tribunal to dispute the notice. You must lodge your application within 28 days after the notice was given.

If you apply to the Tribunal within seven days of the notice being issued, the Tribunal can order that the notice be set aside, and you continue with the tenancy. If the application is heard more than seven days after the notice is issued, the Tribunal can make any order it considers is appropriate.

## Reletting costs

Your residential tenancy agreement may include a term requiring the tenant to pay the reasonable costs incurred by the lessor in reletting the premises if you have abandoned during a fixed term.

## Tribunal abandonment order

Instead of issuing an Abandonment Termination Notice the lessor or agent can apply directly to the Tribunal for an abandonment order. The Tribunal can make an order declaring the premises were abandoned on a certain date. If the Tribunal makes an abandonment order, the lessor or agent can also request an order for compensation.

If you wish to dispute an abandonment order you have 28 days from the date of the original decision to apply to the Tribunal for a review of this decision. If your application is successful, you can seek compensation for any costs you incurred as a result of the termination of your tenancy.

If you abandon the premises, the lessor can apply to the Tribunal for compensation for their financial loss. If your tenancy is terminated due to abandonment and the amount that you owe is greater than the bond, this is grounds for the lessor to list your details on a tenancy database.

## If you leave goods behind

If you leave goods behind at the premises after the agreement has ended, the lessor or provider must store your goods for at least:

- One month in general tenancies
- 28 days for rooming accommodation
- Three months if the premises is a caravan.

This only applies if the goods are worth more than \$1,500 for general tenancies or \$150 for rooming accommodation.

Your lessor or provider does not have to store goods if doing so would be unhealthy or unsafe. Providers do not have to store perishable goods. In residential tenancies lessor or agents do not have to store goods if the cost of removal and storage is more than the proceeds of

sale of the goods.

## Requesting the return of your goods

When you move out, if you leave things behind, take photos or keep a list of your goods and contact the lessor or provider as soon as possible to request the return of your goods and make arrangements to collect them.

If you request the return of your goods, the lessor, agent or provider must return them to you. In residential tenancies, your request should be in writing. It is also useful to have a list of the goods and attach a copy to your request.

It is an offence if the lessor or provider does not return your goods to you. These offences can be reported to the RTA, and the lessor, agent or provider could be fined.

The lessor, agent or provider cannot withhold your goods until any unpaid rent or damages are paid but can ask you to pay reasonable removal and storage costs before returning your goods.

## Disputes about goods left behind

If you have a dispute over the return of your goods you can use a Dispute Resolution Request form to apply to the RTA Dispute Resolution Service for assistance to resolve the dispute.

When seeking to resolve a dispute it is helpful to have a list of the things you have left behind and photos as evidence.

## Applying to the Tribunal

If you are not satisfied with the way your former lessor or provider has dealt with goods you left behind, you can apply to the Tribunal for a hearing and seek an order for the return of your goods. If goods are not returned to you, or have been damaged, you can request compensation.

In residential tenancies, you can apply directly to the Tribunal for an urgent hearing about your goods. In rooming accommodation, you must first apply to the RTA Dispute Resolution Service and can then apply to the Tribunal if the RTA cannot help you resolve the dispute. You should take action within six months of knowing about the breach.

## If you do not reclaim the goods

If you do not reclaim your goods within the storage period the Act sets out guidelines that your lessor, agent or provider must follow to dispose of your goods.

If you leave personal documents or money on the premises, the lessor or provider must return them to you if they are able to contact you. Otherwise, they must give them to the Public Trustee. Time limits apply.

## If a mortgagee takes possession

If a mortgagee, such as a bank or financial institution, is entitled to take possession of the premises they can give you written notice to end the tenancy. This may happen if the premises are subject to a mortgage, the owner breaches the mortgage obligations, and the mortgagee did not give the owner prior consent for your tenancy.

The mortgagee must give you a Notice to Vacate from Mortgagee to Tenant (or Mortgagee to Resident) form. In residential tenancies, you must be given at least two months notice. In rooming accommodation, you must be given at least 30 days notice. You can be given this notice whether you have a periodic agreement or a fixed term agreement.

## Lessor ends the tenancy

If you receive a Notice to Vacate from Mortgagee to Tenant/Resident you can move out on, or before, the handover day on the notice. If you get this notice and move out you are not liable to your former lessor or provider for any loss or expense they incur because you've moved out. You should advise the mortgagee of the date you intend to vacate and make arrangements to return the keys.

In some situations, a mortgagee may give you written notice to pay rent directly to them, instead of to the lessor, agent or provider. If you pay rent to the mortgagee, you are not liable to your lessor, agent or provider for any loss or expense they incur as a result.

Paying rent to the mortgagee does not indicate they consent to your tenancy. If you want to remain in the premises, you could approach the mortgagee and see if they will enter into a tenancy agreement with you. They do not have to agree to this.

When you receive Notice to Vacate from a mortgagee you can contact the RTA to seek a refund of your bond. You will need to send the RTA a Refund of Rental Bond form and copies of the Notice to Vacate and correspondence from the mortgagee. If you have a fixed term agreement and have to move out, you can also seek compensation from your former lessor or provider. Mortgagee in possession situations can be complex and you may wish to seek assistance from a tenant advice service.

### Moving out

When you move out it is important to take all your goods with you and leave the place clean, in a similar condition to the start of the tenancy, reasonable fair wear and tear excepted. You should also promptly return the keys.

When you leave you must get an Exit Condition Report and use it to record details of the condition of the premises when you leave. Complete the form and give a copy to the lessor or agent to fill in. Remember to keep a copy for your own records.

Exit Condition Reports are not required in rooming accommodation but, as in residential tenancies, they can provide useful evidence to show you left the property clean and did not damage the premises.

In residential tenancies, the tenant must complete and sign an Exit Condition Report and provide a copy to the lessor or agent when you move out and return the keys. The lessor or agent has three business days to conduct the exit inspection and complete the Exit Condition Report and return a signed copy to you at your forwarding address on the form.

If possible, arrange to conduct a joint exit inspection with the lessor, agent or provider. If the final inspection shows that something needs to be done you should be given a reasonable opportunity to carry out the work.

If you have a dispute over the refund of your bond when you move out your copy of the Exit Condition Report, along with photos of the premises and receipts for gardening, cleaning or repairs that you have carried out, can provide you with important evidence to show that you have met your obligations.

You can get RTA forms, including the Exit Condition Report form and the Refund of Rental Bond form from the RTA website at [www.rta.qld.gov.au](http://www.rta.qld.gov.au) or contact the RTA or a tenant advice service.

### Bond refunds

When your tenancy ends you can use a Refund of Rental Bond form (RTA form 4) to apply to the RTA for a refund of your bond or you can apply online using a QGov account with the RTA Web services. How the RTA deals with your bond refund will depend on whether or not all parties agree on the bond refund and sign the form. If all parties cannot agree you can lodge your own form with the RTA. The RTA will act on the first bond refund form they receive. They RTA will then notify the other parties who then have an opportunity to dispute the bond refund. Never sign a blank Refund of Rental Bond form; this is like signing a blank cheque.

For more information see the **Rental Bond Tenancy fact sheet**.

## Further help

For free tenancy advice call:

**1300 744 263**

Open Mon – Friday 9am – 5pm

(extended hours to 7pm on Tuesdays and Wednesdays)

### Tenants Queensland

Tenants Queensland (TQ) is a specialist community and legal service which has been providing services to and representing the interests of residential renters in Queensland since 1986. *Queensland Statewide Tenant Advice and Referral Services (QSTARS)* is managed by TQ to provide specialist tenancy advice, advocacy support and referral for Queensland renters and delivered in collaboration with partner organisations.

For more information and to access tenancy factsheets and videos visit [www.tenantsqld.org.au](http://www.tenantsqld.org.au) or [www.qstars.org.au](http://www.qstars.org.au).

For administration issues contact TQ on 07 3832 9447.

### Residential Tenancies Authority (RTA)

The RTA is the government authority. RTA tenancy forms are available online at [www.rta.qld.gov.au](http://www.rta.qld.gov.au) or call 1300 366 311

### The Queensland Civil and Administrative Tribunal (QCAT or the Tribunal)

To find your local Tribunal (except for Brisbane QCAT sits in the local Magistrates Court) or get QCAT forms visit [www.qcat.qld.gov.au](http://www.qcat.qld.gov.au) or call QCAT on 1300 753 228

### Translating and Interpreting Service (TIS National)

If you need an interpreter let us know when you call, or call the TIS National translating and interpreting service on 131 450 so they can help you contact our service.

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