

While you are a resident

Rooming accommodation generally covers residents who rent a room, but share facilities like a kitchen or bathroom. See *Do you rent a room?* fact sheet for more information. The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the law that covers residential tenants and lessors as well as rooming residents and providers in Queensland.

Provider's obligations

When you rent a room your provider has obligations under the Act.

Your provider must

- give you a written agreement and a copy of any house rules at the start of the agreement;
- provide you with their (or an agent's) contact details and reasonable times when they (or the agent) can be contacted;
- give you rent receipts or keep a rent record;
- give you keys for your room and the premises;
- take reasonable steps to ensure the security of your room and personal property;
- ensure your room and common areas are fit to live in and comply with health and safety laws;
- take reasonable steps to ensure your room, common areas and facilities are kept safe, in good repair, and (subject to any agreement) clean;
- ensure you always have access to your room and common areas, including bathroom facilities;
- take reasonable steps to ensure you have quiet enjoyment of your room and common areas;
- not unreasonably restrict your visitors or guests;
- not interfere with your reasonable peace, comfort or privacy in using your room or common areas;
- give you notice if they want to enter your room; and
- give you written notice if they want to end the agreement.

Residents can make an agreement with the provider about cleaning if the premises are part of a larger complex with other residents and a small group of residents have exclusive access to their own common area.

This happens most often in student accommodation. For example; if four students rent individual rooms that open into a shared lounge room and kitchen, the residents can make an agreement with the provider about cleaning the shared space.

Your obligations

As a resident, you have obligations set out in your rooming accommodation agreement and house rules and general obligations that are set out in the Act.

When you are a resident you must:

- use your room and common areas mainly as a place of residence;
- pay the rent when it is due;
- keep your room and the things in your room clean, having regard to their condition at the beginning of the residency;
- keep your room in a way that does not give rise to a fire or health hazard;
- not use your room or common areas for illegal purposes;
- not interfere (and make sure your guests don't interfere) with the reasonable peace, comfort and privacy of another resident or another resident's use of the premises;
- not keep an animal without the provider's permission;
- not intentionally or recklessly damage or destroy any part of the premises or a facility in the premises (or allow your guests to);
- give written notice if you want to end the agreement; and
- at the end of the agreement, leave your room and things in your room, as far as possible, in the same condition they were in at the start of the residency, fair wear and tear excepted.

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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 facts produced by



Tenants Queensland

QSTARS
Funded by



Queensland
Government

While you are a resident

House rules

House rules form part of your rooming accommodation agreement. It is important to understand the house rules before you enter into a rooming accommodation agreement. If you haven't seen your house rules you could ask your provider for a copy.

The provider must display the house rules, at all times, where they are likely to be seen by all residents in the premises.

Providers are allowed to make house rules about:

- Using shared facilities;
- Parking motor vehicles;
- Drinking alcohol or consuming illegal drugs;
- Smoking;
- Making noise;
- Keeping pets;
- Guests (but providers must not unreasonably restrict residents' guests visiting); and
- Another matter prescribed under a regulation.

Providers are not allowed to make house rules about any other matters.

Any house rules that your provider makes must be consistent with the Act, including your rights and the providers' obligations.

If the provider wants to change the house rules

During your agreement your provider can change the house rules. However they must follow the process under the Act. You and other residents can dispute proposed changes to the House Rules if you do not agree with the changes.

Changing an unreasonable house rule

A house rule may be unreasonable if it is a rule that:

- the provider is not allowed to make under the Act; or
- unreasonably restricts your guests from visiting you.

If you think a house rule is unreasonable you may make an application to the Queensland Civil and Administrative Tribunal (QCAT) for a hearing and request an order declaring that the house rule is unreasonable.

Your QCAT application must state why you consider the rule is unreasonable, and include evidence showing other residents also consider the rule is unreasonable.

QCAT will make a decision about whether the rule is reasonable or unreasonable. QCAT can change the rule if it considers it appropriate. The provider must then give written notice of QCAT's decision to all residents.

Please refer to the flow chart on the following page for more information about this.

Pets

You will need approval of the provider to keep a pet in your room. A "no pets allow" policy is no longer permitted. Working dogs (ie assistance dog, guide dog, hearing dog, corrective services dog or police dog) may be kept without approval from the provider.

All approvals are subject to the body corporate by-law, house rules or other laws related to animals at the premises. You will be responsible for all nuisance caused by the pet (eg noise) and repairs or damage caused by the pet. Damage caused by the pet is not considered fair wear and tear. For more information such as the approval process, please refer to our Pets in Rental Properties fact sheet.

Paying for utilities

Your provider cannot make you pay for a utility service (e.g. gas, water, electricity) unless your room is individually metered. You may only be required to pay an amount set out in the agreement (if the agreement states this).

If your room has its own meter, the amount that the provider can charge for the utility service must not be more than the amount the provider is charged for the service.

This means your provider can charge you the amount the utility (gas, electricity, water) company charges them, but cannot make you pay any extra fees or charges for your gas, electricity or water utilities.

Security and fixtures

The provider must supply and maintain the locks that are needed to ensure your room is reasonably secure. For more information on providers' responsibilities about locks and keys, see the Entry & Privacy Rooming Accommodation Fact Sheet.

You may attach a fixture or make a structural change to a premises (e.g. installing an air conditioner) only if the provider agrees in writing.

Written agreements about fixtures should include:

- what the agreed fixture, fitting or structural change will be;
- whether or not you can remove the fixture when you leave, and if so, how and when it can be done;
- if you leave the fixture or fitting, whether you are entitled to any compensation; and
- if you remove the fixture or fitting, who is responsible for fixing any damage caused by its removal.

The provider must not be unreasonable in failing to agree to the attachment of a fixture or a structural change to the premises.

If you make a structural change, or install a fixture without written agreement, the provider may treat your action as a breach of your agreement. They may also waive the breach and treat the change as an improvement for their benefit.



If you breach your agreement

If you receive a Notice to Remedy Breach (RTA Form R11), from your provider, it is important to remedy the breach (fix the problem) by the due date on the notice.

If you can't remedy the breach by the due date on the notice, or if you don't agree with the breach notice, it is important to let your provider know. It is a good idea to let your provider know in writing and keep a copy of anything you give to the provider.

If your provider is in breach of their obligations

If you believe your provider is not meeting their obligations you can give them a Notice to Remedy Breach (RTA Form R11). Use this form to let your provider know there is a problem and they must remedy the breach by the due date on your notice.

Your Notice to Remedy Breach R11 Form should give your provider at least five days' notice to remedy the breach (fix the problem). Remember to keep a copy for your records.

PROVIDER WANTS TO CHANGE HOUSE RULES

The provider must give a notice to each resident at least 7 days before the proposed commencement of the new rule. If a person becomes a resident less than 7 days before the proposed commencement date of the new rule, the Rule Change Notice must be given when the person becomes a resident.

The Rule Change Notice must state:-

- the proposed rule change;
- the proposed date when the change will take effect;
- that the resident can object to the change; and
- how that objection can be made.

If a resident thinks the proposed rule change is unreasonable, the resident can object to the proposed rule change.

The objection must:

- be made in writing;
- be made before the proposed commencement date of the new rule;
- state the resident's name, that the resident objects to the proposed change, and why the resident considers the proposed change is unreasonable.

Proposed rule change does not take effect and the provider must immediately give written notice to each resident stating that:

The "prescribed number" of residents means the lesser of:

- at least the "prescribed number" of residents have objected to the change; and
- the proposed change will not take effect on the proposed commencement date.

Provider receives objections from the "prescribed number" of residents.

The "prescribed number" of residents means the lesser of:

- 10 residents; or
- half of the total number of residents.

Provider receives no objections from residents OR the "prescribed number" of residents have not objected.

The "prescribed number" of residents means the lesser of:

- 10 residents; or
- half of the total number of residents.

Rule change takes effect on the proposed commencement date.

Within 7 days after the proposed commencement date for the rule change, the provider may apply to the Tribunal for an order declaring the proposed rule change to be reasonable.

Tribunal orders that the proposed rule change is unreasonable.

Proposed rule change does not take effect.

Tribunal orders that the proposed rule change is reasonable OR Tribunal amends the proposed rule change in a way it considers appropriate to make it reasonable.

Proposed rule change takes effect on the day decided by the Tribunal.

As soon as practicable after the Tribunal decides the application, the provider must give a written notice of the Tribunal's decision to each resident.

Resolving disputes

If you are having a dispute with your provider you can negotiate with them to solve the problem. If you make an agreement put it in writing and keep a copy. This is important evidence if you have a dispute about the agreement you made.

If you cannot resolve the dispute by talking to the provider you can send a Dispute Resolution Request (RTA Form R16) into the RTA. The RTA runs a free dispute resolution service that can help you and your provider communicate and reach a voluntary agreement. If you reach an agreement you should ask the RTA for a written copy of the outcome.

If you cannot resolve your dispute with the help of an RTA conciliator, the RTA will send you a Notice of Unresolved Dispute (NURD). You can then apply to QCAT for a hearing and final decision about your dispute.

In QCAT, you and the provider are each given an opportunity to present evidence to the member, or adjudicator, who may then make a final decision about the dispute.

Residents can contact a tenant advice service for advice and assistance with their tenancy dispute.

Information about resolving disputes is also available on the Tenants Queensland website at www.tenantsqld.org.au including QCAT videos and our fact sheet titled **Resolving Tenancy Disputes**.

Changes to house rules

If the provider wants to change the house rules they must follow the process under the Act. The provider must give all residents at least 7 days' notice of the proposed change. If a sufficient number of residents do not dispute the proposed change then the new rule will take effect.

If residents dispute the proposed change to house rules they must write to the provider to object to the change. If 10 residents object to the change (or at least half the residents object if this number is less) then the change cannot go ahead.

If a sufficient number of residents object to the change the provider can apply to the Tribunal within seven days for an order declaring the proposed change is reasonable. The Tribunal may or may not agree to the change, or may amend the rule change in a way it considers appropriate.

Tenancy Facts

Tenancy facts information for renters are available at www.qstars.org.au

Tenancy Rooming Facts include:

1. Do you rent a room?
2. Entry to your room
3. Getting your belongings back
4. Moving into a room
5. Moving out of a room
6. Rooming rent
7. While you are a resident

Further help

Queensland Statewide Tenant Advice and Referral Services (QSTARS)

QSTARS provides specialist tenancy advice, advocacy support and referral for Queensland renters.

Contact QSTARS for tenancy advice on:
1300 744 263

Open Mon – Friday 9am – 5pm
(extended hours to 7pm on Tuesdays and Wednesdays)

Visit www.qstars.org.au for more information and to access tenancy fact sheets and videos.

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. QSTARS is managed by TQ and delivered in collaboration with partner organisations.

For administration issues contact TQ on 07 3832 9447 or visit www.tenantsqld.org.au

Residential Tenancies Authority (RTA)

The RTA is the government authority. RTA tenancy forms are available online at 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 or call QCAT on 1300 753 228

Translating and Interpreting Service (TIS)

If you need an interpreter let us know when you call, or call the TIS 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.