

Minimum Housing Standards

The minimum housing standards are prescribed by a regulation and apply to all rental premises from 1 September 2024.

They apply to residential premises under residential tenancy agreements, movable dwelling agreements and rooming accommodation agreements.

It is the responsibility of the lessor, provider or agent to ensure that rental premises are compliant with the minimum housing standards.

What are the prescribed minimum housing standards?

Section 17A of the Residential Tenancies and Rooming Accommodation Act 2008 sets out the inclusions or facilities which may be included by regulation as a minimum housing standard. A regulation may also provide how compliance with the minimum housing standards will be monitored or enforced.

Schedule 5A of the *Residential Tenancies and Rooming Accommodation Regulation 2009* specifies that the minimum housing standards cover the safety and security and reasonable functionality of the premises.

| Safety and Security | Standard required |
|--|---|
| Weatherproof and structurally sound Keywords: roof – windows – weather – rain – floor – wall – ceiling – rot – defect – damp – property damage | <ul style="list-style-type: none">● The premises must be weatherproof, structurally sound, and in good repair.● Roofing and windows must prevent water entering the premises when it rains.● Floors, walls, ceilings, deck, stairs or other supporting structures must not be likely to collapse because of rot or defect; or affected by significant dampness.● The premises are not structurally sound if they are likely to cause damage to the personal property of the occupants. |
| Fixtures and Fittings Keywords: fixture – fittings – injury | <ul style="list-style-type: none">● Fixtures and fittings including electrical appliances must be in good repair, and not likely to cause an injury to a person during ordinary use. |
| Locks on windows and doors Keywords: lock – latch – window – door – security | <ul style="list-style-type: none">● Residential premises must have a functioning lock or latch fitted to all external windows and doors, to secure the premises against unauthorised entry (without using a ladder).● Rooming accommodation premises must have a functioning lock or latch fitted to all windows and doors of the resident's room, to secure the room against unauthorised entry (without using a ladder). |
| Vermin, damp, and mould Keywords: vermin – damp – mould | <ul style="list-style-type: none">● The premises must be free of vermin, damp and mould.● This standard does not apply if a tenant caused the vermin, damp, or mould. |

Tenant fact sheets produced by



Tenants Queensland

What's inside

- ★ What are the prescribed minimum housing standards?
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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.

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Privacy

Keywords: privacy – windows – blinds – curtains – tinting – glass frosting

- The premises must have privacy coverings for windows in all rooms, where there is a reasonable expectation of privacy.
- **Privacy coverings** include blinds, curtains, tinting, glass frosting.
- This standard does not apply to windows if the external view into the room is obstructed by a fence, hedge, tree or other similar feature.

| Reasonable Functionality | Standard required |
|---|---|
| Plumbing and drainage Keywords: water supply – hot water – cold water – plumbing – drainage | <ul style="list-style-type: none"> • The premises must have adequate plumbing and drainage, for the number of occupants of the premises. • The premises must be connected to a water supply service or other infrastructure (such as a water tank), that supplies hot and cold water suitable for drinking. |
| Bathrooms and toilets Keywords: bathroom – toilet – privacy | <ul style="list-style-type: none"> • The bathroom and toilet facilities at premises must provide the user with privacy. • Each toilet must function as designed, including flushing and refilling, and must be connected to a sewer, septic or other waste disposal system. |
| Kitchen Keywords: kitchen – cooktop | <ul style="list-style-type: none"> • If a kitchen is included in the premises, it must include a functioning cook top. |
| Laundry Keywords: laundry – fixtures | <ul style="list-style-type: none"> • If a laundry is included in the premises, it must include the fixtures required to provide a functional laundry, other than whitegoods. |

What are the remedies when minimum housing standards are not met?

If your rental premises does not comply with the minimum housing standards, the starting point is to notify your lessor, provider or agent about the issue. If the issue is present at the beginning of your tenancy, you should note it on the Entry Condition Report.

If the lessor, provider or agent does not take steps to make the premises comply with the minimum housing standards, you can give them a Notice to Remedy Breach form. If the lessor, provider or agent does not remedy the breach within the timeframe specified on the form, you can take further action.

Repair orders

Non-compliance with the minimum housing standards is considered to be an emergency repair under the Act. This means that you can apply directly to the Tribunal for an urgent hearing.

The Tribunal can make a wide range of orders relating to repairs, including (but not limited to):

- what is, or is not, to be repaired
- that the lessor must carry out the repairs by a stated date
- that the tenant may arrange for a suitably qualified person to carry out the repairs for an amount decided by the tribunal
- who must pay for the repairs
- that the tenant may pay a reduced rent until the repairs are carried out to the standard decided by the tribunal
- that the lessor must pay an amount to the tenant as compensation for loss of amenity

- that a suitably qualified person must assess the need for the repairs or inspect the premises or inclusions
- that the residential tenancy agreement ends if the repairs are not completed by a stated date
- if the premises is vacant—that it is not occupied under a residential tenancy agreement until stated repairs are completed.

If the tribunal makes a repair order, it will be attached to the rental premises and not to a specific tenancy or owner. Non-compliance with a repair order is considered an offence that carries a maximum penalty of 50 penalty units. Repair orders are enforced by the Residential Tenancies Authority, and there can be significant penalties for breaching a repair order.

Emergency repairs arranged by tenant

If you are unable to contact the lessor or agent, or if the emergency repairs are not done within a reasonable time, you can arrange for a suitably qualified person to carry out the repairs. You should get more than one quote before arranging for the repairs to be done. You can spend an amount equal to four (4) weeks rent on emergency repairs. You can then require reimbursement from the lessor for the cost of the repairs.

To request reimbursement for emergency repairs, write to the lessor or agent, enclosing a copy of the repair receipt and requesting reimbursement within seven days. The letter must also state that if the lessor does not reimburse you for the cost of the emergency repairs, you may apply directly to the Tribunal for an order.

Keep a copy of the letter, the original receipt and copies of all quotes as evidence.

Ending the agreement for condition of premises

If the premises is not compliant with the minimum housing standards you may, within the first seven days of occupying the premises, give the lessor, provider or agent a Notice of Intention to Leave for condition of premises. The minimum amount of notice you must give is 14 days for general tenancies and two days for rooming accommodation.

For more information, see the **You Want to Leave fact sheet**.

Rent reduction for loss of amenity

Where you believe the premises is not compliant with minimum housing standards, you can seek that the rent is decreased if the breach of the standards has caused a significant reduction in the amenity or standard of the premises.

The starting point is to write to the lessor, provider or agent to request an agreement to reduce the rent to compensate for the reduced amenity of the premises. You should set out in your letter the ways in which your use of the premises is impacted and propose that the rent be reduced by a reasonable amount.

Any agreement about a decrease in rent should be put in writing and include how much the rent will decrease by and when the decrease will begin and end. This agreement then becomes part of the contract and is binding on the lessor, provider and agent.

If you and the lessor, provider or agent cannot reach an agreement to reduce the rent, you can request dispute resolution through the RTA's free conciliation service. If the RTA are unable to help you reach an agreement with the lessor, provider or agent you can apply to the tribunal for an order to reduce the rent until the amenity or standard of the premises is restored. This is classed as a non-urgent application, so it is a requirement to attempt dispute resolution and receive a notice of unresolved dispute from the RTA before applying to the tribunal.

The Tribunal will make a decision based on the evidence presented by each party, so it is important to have evidence to support your case. If you are applying for a hearing you can attach copies of your evidence to your application.

Evidence can include:

- your written statement or sworn affidavit about the dispute
- a copy of the tenancy agreement and any Condition Reports
- photographs showing the condition of the premises
- receipts or quotes
- copies of emails, letters or forms you have sent or received
- signed affidavits by people who can provide evidence regarding the matters in dispute.

For more information see the **Resolving Tenancy Disputes fact sheet**.

It is recommended that a tenant or resident call for advice about the options available on 1300 744 263.

Tenancy Facts

Tenancy fact sheets for renters are available at www.qstars.org.au

Tenancy fact sheets include:

1. Renting in Queensland
2. Starting a tenancy
3. Rental bonds
4. Rent and other charges
5. Entry and privacy
6. Repairs and maintenance
7. You want to leave
8. Lessor ends the tenancy
9. Resolving tenancy disputes
10. Tenancy databases
11. Pets in Rental Properties

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)

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 National)

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.