

Rooming rent

Rooming Accommodation generally covers residents who rent a room, but share facilities like a kitchen or bathroom. 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.

Paying rent

It is your responsibility to pay your rent. Your rooming accommodation agreement should state:

- how much rent you pay
- when you should pay your rent
- how you should pay your rent.

If you entered into your agreement on or after 30 September 2024, your provider must offer you two ways to pay rent, including a way that does not cost you (other than bank or account fees that you would usually have to pay) and is reasonably available to you.

If your provider wants to change the way your rent is to be paid during your agreement, they must give you written notice of the change. If you don't agree, your provider must give you a choice of at least two other ways to pay rent, including a way that does not cost you (other than bank fees or other account fees usually payable by you) and is reasonably available. Then you must pay the rent in one of the ways set out in the written notice from 14 days after the notice is given.

These rules apply if the provider wants to change how your rent is paid, even if you entered into your agreement before 30 September 2024.

The provider must also tell you in writing any costs associated with paying rent of which you would not likely be aware and that they know or could easily find out. They must do this when starting an agreement with you or when your rent payment method changes. If they fail to do this, they could be fined.

If you entered into your agreement before 30 September 2024, you may be asked to pay your rent in any of these ways:

- cash
- cheque
- deposit to a nominated account
- credit card
- EFTPOS
- deduction from pay, centrelink payment or benefit.

If the provider wants you to pay your rent in a way that is not listed here, you do not have to agree. If you are asked to pay in a way not listed (e.g. third -party platform) then you should be given a notice:

- stating the costs associated with the other way of paying rent (e.g. third-party platform)
- with the choice of at least two additional ways to pay your rent from the list above.

If your rent is late

If you do not pay your rent when it is due this is a breach of your agreement. Your provider can give you a Notice to Remedy Breach telling you to pay the rent. If you have been renting your room for less than 28 days, the provider can give you a Notice to Remedy Breach as soon as the rent becomes due. The provider must give you 2 days to catch up on the rent. If you have been renting your room for 28 days or longer, then you must be 2 days behind in the rent before the provider can give you a Notice to Remedy Breach and the provider must give you at least 4 days to catch up on the rent. If you don't pay the rent your provider can take steps to end the agreement. See the flow chart in this fact sheet for how much notice you must be given.

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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



QSTARS
Funded by



Rooming rent

Termination for rent arrears

If you don't pay the rent your provider can take steps to end the agreement. The amount of notice they have to give you depends on the length of your residency.

If your rent is late the notice period depends on your length of residency	Minimum notice on a Notice to Remedy Breach	Minimum notice on a Notice to Leave
Less than 28 days residency, if your rent is not paid on due date	2 days notice to pay	If rent is not paid Immediate Notice to Leave
More than 28 days residency, if your rent is unpaid for 2 days	4 days notice to pay	If rent is not paid 4 days Notice to Leave

As a resident, if you fail to leave, the provider does not have to apply to the Tribunal to remove you. The provider can use necessary and reasonable force to remove a resident, however the police must be present and can assist the provider. A QCAT Warrant of Possession is not required, which means that the provider does not have to apply to QCAT before they are able to remove you from the premises.

Rent in advance

The maximum rent in advance the provider can ask you to pay is two weeks. If you pay rent in advance, then you don't have to pay rent again until the rent you have already paid is all used up. For example, if you pay your two weeks' rent in advance on a Monday, you cannot be asked to pay rent again until Monday two weeks later, when all the rent you paid in advance has been used up.

It is an offence if the provider asks you to pay more than the maximum rent in advance during your tenancy or demands additional rent before the rent you've paid is used up. If they do this, they could be fined.

A person is also not allowed to accept an offer of rent in advance for the property that is more than the maximum amount of rent in advance allowed at the time the property is advertised or offered for rent.

Rent receipts

When you pay rent your provider must give you a receipt or make a record of your rent payment.

If you pay your rent by cash or cheque, make sure you get a receipt.

If you pay your rent in person in cash, you should get a receipt when you pay your rent. If you pay your rent in cash but drop it off (i.e. don't give your cash to a person), you should get your receipt by the end of the next working day.

If you pay your rent by cheque, the provider must give you a receipt within three working days if you ask for one when making a payment.

Keep a copy of your receipts because this will be your record that you have paid your rent.

If you pay your rent in another way (i.e. other than cash or cheque) the provider must keep a written rent record of all rent payments. You can ask for a copy of this record in writing and the provider must give you a copy within seven days.

Your rent receipts or the provider's payment record must include:

- your name
- the address of the rental premises
- the number or identifier for your room
- the date the payment is received
- the time for which the payment is made
- the amount of the payment
- that the payment is for the payment of rent and
- if you receive services the individual amounts for any services you receive such as:
 - accommodation
 - food service
 - personal care service.

Rent increases

The provider must give you written notice before increasing the rent. They can only increase the rent in certain circumstances, and they must provide the correct notice period.

12-Month limit on rent increases

The law has changed so that your provider cannot increase the rent on your room less than 12 months after the last rent increase to the room. The 12-month limit applies even if the last rent increase related to a different rooming accommodation agreement, there has been a change of residents occupying the room or there has been a change of ownership of the property.

The new laws make it clear that if the rent for your room was increased before 6 June 2024, that rent increase is still considered to be the date of the last increase when working out the 12-month period before the rent can be increased again. However, the provider can apply to the Tribunal for an order to increase the rent sooner than the 12-month period if the provider believes they would otherwise experience undue hardship.

Evidence of previous rent increase

When your provider gives you a new rooming accommodation agreement or notice of a rent increase, it must now show the date of the last rent increase for your room, unless the agreement was entered into before 6 June 2024. If you believe that the information you have been provided is incorrect, you can ask the provider to give you evidence of the date of the last rent increase, such as the previous lease agreement or rent ledger.

Exceptions to the 12-month limit

The 12-month limit on rent increases and requirement to provide evidence of the last rent increase do not apply in public housing, state employee housing, and government funded accommodation where the rent amount is calculated based on the resident's income (such as community housing).

The 12-month limit on rent increases also applies only to a rent increase relating to accommodation, not to an increase relating only to the cost of a personal care service or food service.



Your provider is also allowed to increase your rent if your rooming accommodation agreement is changed to give you another service and you agree to this (e.g. getting your room cleaned).

Other limits on rent increases

During a fixed term rooming accommodation agreement, the provider cannot increase your rent unless your agreement allows for a rent increase and states how much the increase will be, or how the increase will be worked out.

If you're on a periodic agreement, the provider must give you four weeks' written notice of a rent increase. This notice should state the amount of the rent increase and when you need to start paying the increase. You are not required to pay a rent increase unless your provider has given you a written notice of the increase as required in the Act.

Rent increases are also not permitted if they relate to keeping a pet or working dog or relate to compliance of the room with the prescribed minimum housing standards.

Disputing a rent increase

If you think your rent increase is excessive or inconsistent with the rules outlined above, you can apply to Queensland Civil and Administrative Tribunal (QCAT). This is a non-urgent application, so before you can apply to QCAT you must send a Dispute Resolution Request (Form 16) to the RTA and participate in the RTA's free dispute resolution service. You must send your Form 16 within 30 days of receiving the notice of rent increase and before the term of the agreement ends (if the rooming accommodation agreement is for a fixed term). You can lodge your Form 16 online or via email or post. QCAT can make an order to either reduce the proposed increase or to stop the provider from being able to enforce the rent increase.

Rent decreases

If you lose a service or amenity

You may request a rent decrease from your provider if:

- a service that you normally get (e.g. cleaning your room) is no longer available, or the quality of the service decreases or
- your room or common areas become partly unfit to live in, or their standard decreases.

If you or your guests have caused damage to your room or the common areas, or caused a service to stop or get worse, you will not be entitled to a rent decrease.

If you and your provider can't agree on a rent decrease, you can use the RTA's free dispute resolution service to resolve the dispute.

If you are away

If you receive a personal care or food service at your residence and you don't use the service because you are away, you may be entitled to a rent decrease.

You must be away for at least two continuous weeks, before you can request a rent decrease for a food service.

If you use a personal care service, you can ask for a rent decrease as soon as you are away from the premises.

If you know you are going to be away, it is a good idea to tell your provider and try to negotiate a rent decrease.

It is also a good idea to re-read your rooming accommodation agreement as it may have special terms about rent decreases.

If you reach an agreement about a rent decrease with your provider, make sure you put the agreement in writing and keep a copy.

Tribunal decisions about rent decreases

If the dispute relates to a rent decrease because of your absence from the premises, QCAT must consider:

- any special term of your agreement in relation to the matter
- the reason why you were away
- the amount of time you were away
- whether you gave the provider notice of your absence
- whether you were able to give the provider notice of your absence
- if you gave the provider notice of the absence – the length of the notice
- any impact a reduction of rent would have on the provider or other residents.

QCAT can make any order it thinks is appropriate about the rent decrease.

Rent owed when you leave

Your rent accumulates day to day. If correct notice is given to end the agreement, you only need to pay rent for the days you occupy your room. This is called "apportionment" of the rent.

If you give notice to end the agreement and plan to move out in the middle of the week, you only need to pay rent for the days you will stay there.

If you have paid rent for a full week but the agreement ends during the week the provider should refund any extra rent you have paid for the days after you move out.

If you can't agree with your provider about rent apportionment you can apply to the RTA free dispute resolution service for mediation to solve the dispute.

If you owe rent when you leave your provider can claim this money from you and you are liable to pay. However, your provider cannot seize your goods or possessions as payment for rent owed. If they do so, this is a serious offence.

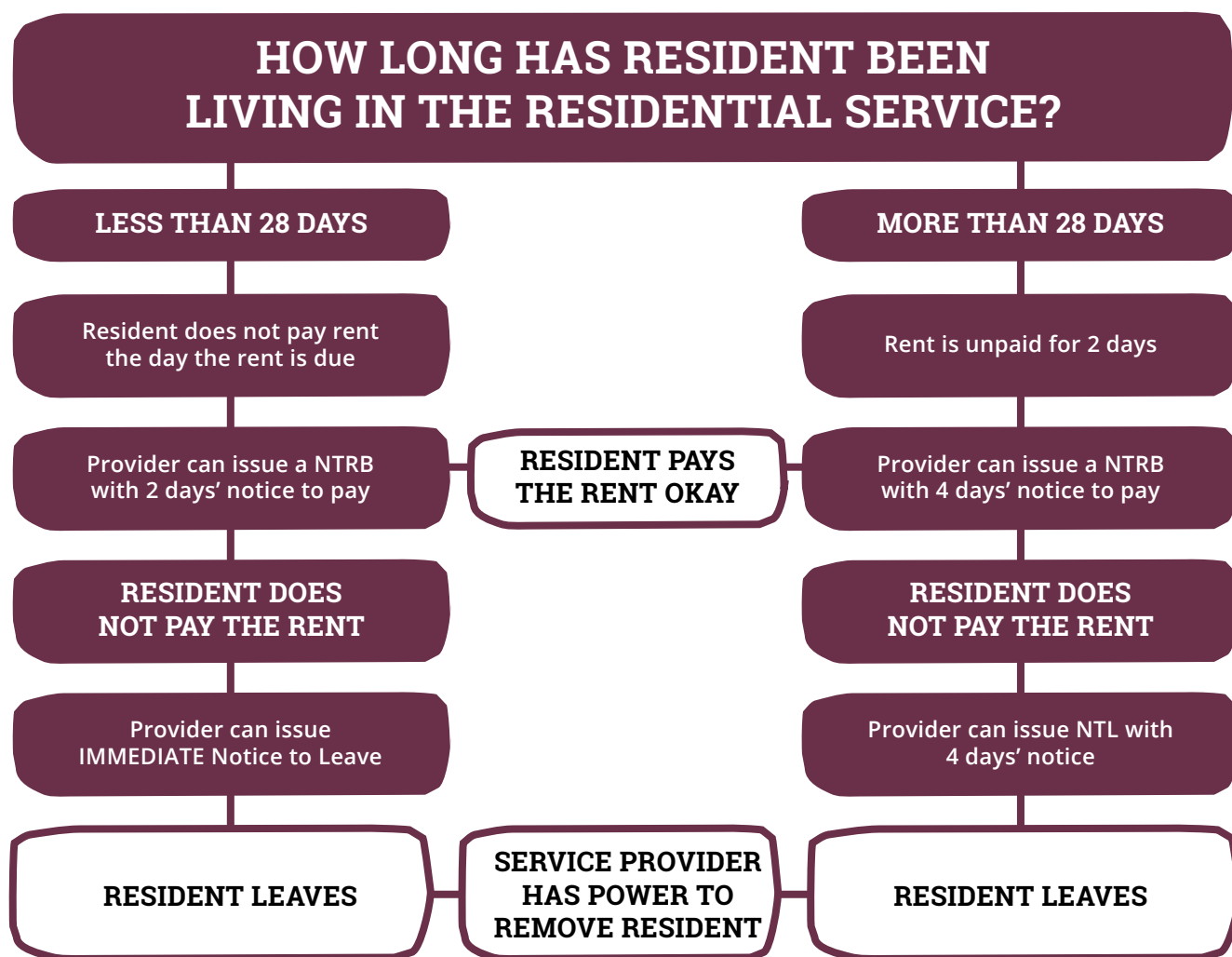
Resolving rent disputes

In any dispute about rent, it is a good idea to try to negotiate with your provider. Make sure you put any agreements you make in writing and keep a copy. This will be important evidence if you have a dispute about the agreement you made.

If you can't reach an agreement with your provider, you can send a Dispute Resolution Request (Form R16) to the RTA. The RTA provides a free Dispute Resolution Service that can help you and your provider reach an agreement about your residency dispute. If you reach an agreement, you should ask the RTA for a written copy of the outcome.

If you and your provider can't reach an agreement during conciliation, you will be issued with a Notice of Unresolved Dispute (NURD). You can then apply to the Queensland Civil and Administrative Tribunal (QCAT) for a hearing and a final decision about your dispute. In QCAT both you and the provider will have a chance to present evidence to the member or adjudicator who will then make a final order (decision) about the dispute.

RENT ARREARS FLOW CHART



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.