

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 have given the incorrect notice you can dispute the notice.

See [If You Dispute The Notice](#) Section below for more information.

One reason the lessor, agent or provider can give you a Notice to Leave is 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.

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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 a reason allowed under the Act and 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 business days (not required in rooming accommodation)
- 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, give the lessor or agent a copy and keep a copy for your records (this does not apply in rooming accommodation but it is still a good idea to do one if you paid a bond)
- gather evidence of the condition of the premises when you leave, such as 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
- apply to the RTA for your bond online using RTA web services or use a Refund of Rental Bond form.

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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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 Factsheet.

It's a good idea to check that the lessor, agent or provider has given you 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, which depends on the reason the Notice is being issued. To calculate the notice period, do not count the day you receive the notice, but do count the day you will hand back the keys to the property (handover day).

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 the table below.

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 and/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.

Reason you can be given a Notice to Leave	Required notice period on a Notice to Leave			
	General tenancy	Rooming accommodation	Long tenancy (moveable dwelling)	Short tenancy (moveable dwelling)
Because of the end of a fixed term agreement.	2 months after the notice is given to you and not before the end of a fixed term agreement	14 days or the end of the agreement, whichever later	2 months after the notice is given to you and not before the end of a fixed term agreement	N/A
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.	7 days	No notice (if you have lived there for less than 28 days) 4 days (if you have lived there 28 days or longer)	2 days	2 days
Other unremedied breach (not rent arrears) – you can be given a Notice to Leave if you do not remedy a breach by the due date on a Notice to Remedy Breach.	14 days	2 days	2 days	2 days
Non-compliance with a Tribunal order – can apply in residential tenancy agreements if you do not comply with a Tribunal order	7 days	N/A	7 days	2 days
Non-compliance with a Tribunal order to relocate in a Moveable dwelling park.	N/A	N/A	2 days	2 days
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.	The day the notice is given. This notice must be issued within 1 month of the event which led to the premises becoming non-liveable.	The day the notice is given. This notice must be issued within 1 month of the event which led to the premises becoming non-liveable.	The day the notice is given. This notice must be issued within 1 month of the event which led to the premises becoming non-liveable.	The day the notice is given. This notice must be issued within 1 month of the event which led to the premises becoming non-liveable.
Compulsory acquisition – if the premises are appropriated or have been compulsorily acquired by an authority.	2 months	2 months	2 months	The day the notice is given.
Voluntary closure of moveable dwelling park by the park operator.	N/A	N/A	3 months	2 days



	General tenancy	Rooming accommodation	Long tenancy (moveable dwelling)	Short tenancy (moveable dwelling)
Compulsory park closure.	N/A	N/A	Same day the notice is given.	Same day the notice is given.
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 lessor or provider has entered into a contract to sell the rental premises with vacant possession.	2 months and not before the end of the fixed term	1 month and not before the end of the fixed term	2 months and not before the end of the fixed term	N/A
Owner occupation – if the lessor or a relative of the lessor need to occupy the premises. The lessor must not let the premises for at least 6 months after ending the tenancy for owner occupation.	2 months and not before the end of the fixed term	N/A	2 months and not before the end of the fixed term	N/A
Significant repair or renovations – if the significant repairs or renovations cannot be safely carried out while you occupy the property.	2 months and not before the end of the fixed term	1 month and not before the end of the fixed term	2 months and not before the end of the fixed term	N/A
Planned demolition or development – if the lessor or provider requires the premises to be vacant for a planned demolition or development.	2 months and not before the end of the fixed term	2 months and not before the end of the fixed term	2 months and not before the end of the fixed term	N/A
Change of use of property – if the property is to be used for a purpose other than a residential tenancy or rooming accommodation for more than 6 months.	2 months and not before the end of the fixed term	1 month and not before the end of the fixed term	3 months and not before the end of the fixed term	N/A
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.	4 weeks	1 month	4 weeks	2 days
Ending of student entitlement.	1 month	1 month	N/A	N/A
End of your entitlement to accommodation assistance.	4 weeks	1 month	4 weeks	2 days
End of your entitlement to housing assistance.	4 weeks	N/A	2 months	2 days
Serious breach at public or community housing.	7 days	N/A	N/A	N/A
Serious breach.	The lessor must make a non-urgent application to QCAT for a termination order.	Same day	The lessor must make a non-urgent application to QCAT for a termination order	The lessor must make a non-urgent application to QCAT for a termination order
Property required for a State Government program.	2 months Not before the end of a fixed term agreement.	N/A	2 months Not before the end of a fixed term agreement.	N/A
Mortgagee in possession - see the Section Mortgagee in Possession for more information.	2 months	30 days	2 months	2 months
Death of sole tenant or resident- (Parties can agree on an earlier date in writing.) See the Section Death of a sole tenant or resident for more information.	14 days	7 days	14 days	N/A
End of an agreed short tenancy period (moveable dwellings).	N/A	N/A	N/A	2 days

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If you dispute the notice

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

Before disputing a Notice to Leave you should 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 will help you to negotiate with your lessor, agent or provider to 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 take action to end your tenancy or refuse to enter into a further tenancy agreement in retaliation for something that you have done to enforce your rights. This may include actions that you or someone representing you has taken, such as:

- requesting repairs or maintenance
- giving the lessor, agent or provider a Notice to Remedy Breach
- requesting the lessor to reimburse the tenant for an amount incurred by the tenant for emergency repairs
- applying to the Tribunal
- making a complaint to a government body about something the lessor, agent or provider has done, or not done, which has affected you
- taking some other action to enforce your rights
- having a Tribunal order in force in relation to the agreement.

Retaliatory action by the lessor includes:

- issuing a Notice to Remedy Breach other than for rent arrears
- increasing your rent
- taking action to end your tenancy
- refusing to enter into a further tenancy agreement.

If you are given a Notice to Leave or the lessor takes another action as described above 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 or provider's action. You are not required to first apply to the RTA Dispute Resolution Service before you apply to 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 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.

Tenancy type	Reason for the breach and time you must be given to fix the problem	
	Unpaid rent	Other breach of the agreement
General tenancy	If your rent is 7 days late: 7 days	7 days
Rooming accommodation	If you have lived there 28 days or more and your rent is 2 days late: 4 days If you have lived there for less than 28 days, as soon as your rent is late: 2 days	5 days
Long tenancy (moveable dwellings)	If your rent is 7 days late: 5 days	7 days
Short tenancy (moveable dwellings)	As soon as your rent is late: no notice period required	No notice required

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.

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 should also write 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 requiring you 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

General tenancy

In a general tenancy, the lessor may apply to the Tribunal for a termination order on the grounds of serious breach, without first giving you a Notice to Leave where the lessor reasonably believes you, your co-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; and/or interfered significantly with the reasonable peace, comfort or privacy of another tenant.

The lessor must first request dispute resolution from the RTA before making the application. If you receive notice that your lessor has applied to the Tribunal to end your tenancy on the grounds of serious breach, you should contact us for advice.

Public or community housing

If you are a tenant in public or community housing, the lessor cannot apply to the Tribunal for a termination order on the grounds of serious breach, however they can give you seven days' notice to move out on a Notice to Leave form. If you are given a Notice to Leave for serious breach, you should immediately contact us for advice.

Rooming accommodation

In rooming accommodation, if you breach the agreement in a serious way, you can be asked to leave immediately. The provider can ask you to leave immediately if they reasonably believe:

- you have used your room or the common areas for illegal purposes
- you or your guest/s has intentionally or recklessly caused damage to the premises, endangered another person in the premises or 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.

In most cases, you can only be given a Notice to Leave during a fixed term agreement if you fail to remedy a serious breach of the agreement.

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 and if you are unable to reach agreement, contact the RTA Dispute Resolution Service for assistance to resolve the dispute. If you receive notice of a Tribunal hearing, you should attend the hearing. It is a good idea to contact us for advice as soon as you receive notice of a Tribunal hearing to ensure that you understand your rights and can get help in preparing to 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.

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.

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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 usually 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. However, if you are unable to do this see - If you leave goods behind below.

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. Contact us if you need information or advice about going to the Tribunal.

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 you, your co-tenant, an 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.

The lessor, agent or provider or a representative of the former tenant or resident can also give a notice to the other party to end the agreement because of the death of the tenant or resident. For information about notice periods see the table above Notice periods. 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.

If you have a residential tenancy agreement and move out without giving a notice to end the agreement, you are abandoning the premises. If you abandon the premises, the lessor or agent can take steps to terminate the agreement.

If a lessor or agent believes that you have abandoned the property, they can either deliver an Abandonment Termination Notice to the premises or apply directly to the Tribunal for an order declaring that the premises are abandoned.



Responding to an abandonment notice

If you receive an Abandonment Termination Notice and disagree with the notice, you must respond within seven days by making an application to the Tribunal disputing the notice. If you do not respond within seven days, the premises are legally considered to be abandoned. However, if you apply to dispute the notice within 28 days, the Tribunal may decide that the lessor did not have reasonable grounds to issue the abandonment notice order. The Tribunal may then order the lessor to pay compensation to you.

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.

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 will consider the evidence of abandonment as stated above, as well as anything else the Tribunal considers relevant.

If the lessor has applied to the Tribunal for an abandonment order, and the Tribunal has made the order, you may apply for a review of the order within 28 days. The Tribunal may order that the matter be reheard.

If you abandon the premises, the lessor can apply to the Tribunal to claim compensation from you for any costs they incur because of your abandonment. If you abandon the premises and the amount you owe is greater than the bond, the lessor may list you on a tenancy database. This may make it difficult for you to rent another property.

For more information see the [Tenancy Databases fact sheet](#).

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 for caravans.

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

If you leave things behind when you move out, 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 must 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 within 7 days after the agreement ends or they find the document, whichever happens first.

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. For information about notice periods see the table above Notice periods. You can be given this notice whether you have a periodic agreement or a fixed term agreement.

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 mean that 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.

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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 contact us for advice.

Community titles scheme (Body Corporate)

If you are a tenant or resident living in a property or room in a community titles scheme under the Body Corporate and Community Management Act 1997 (the 'BCCM Act'), your tenancy agreement may be ended if the scheme is terminated for economic reasons. Under the BCCM Act a Body Corporate may decide to end the community titles scheme where there are economic reasons supporting the termination (for example if the body corporate is facing excessive costs to maintain, repair, or rectify buildings within the scheme). If the termination resolution is passed the body corporate must provide tenants with at least two months' notice of the date that the community titles scheme will be terminated. The tenancy agreement will end on the same day as the community titles scheme is terminated.

Moving out

When you move out it is important to take all your goods with you, leave the place clean, in a similar condition to the start of the tenancy

(reasonable fair wear and tear excepted) and promptly return all keys.

You should also use an Exit Condition Report to record details of the condition of the property when you leave. This form is available on the RTA website. As the tenant, it is your responsibility to fill in an Exit Condition Report and give a copy to the agent or lessor when you return the keys. In rooming accommodation Exit Condition Reports are not required but are useful if you have paid a bond. You can use the Condition Report for rooming accommodation and mark "Exit" at the top of the form. The Exit Condition Report can provide useful evidence to show you left the property clean and did not damage the premises. It is also useful to gather additional evidence to show you have met your obligations, such as photos and cleaning receipts.

Once you have filled in your Exit Condition Report, you should give a copy to your lessor or agent. Remember to keep a copy for your own records. The lessor or agent has three business days to conduct the exit inspection, fill in the Exit Condition Report and return a signed copy to you at the forwarding address you included on your 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.

Bond refunds

At the end of your tenancy, you can use a Refund of Rental Bond form or apply online to the RTA using your QDI for your bond refund <https://www.rta.qld.gov.au/rta-web-services/online-bond-refund>. Always fill in the bond refund amounts before you sign the form as signing a blank Refund of Rental Bond form is like signing a blank cheque. You can claim the bond from the RTA as soon as your tenancy ends. How the RTA deals with your bond refund claim will depend on whether you and the lessor, agent or provider, agree on the bond refund.

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

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.