

Rent and other charges

When you rent a place to live, you are required to pay the rent on time in accordance with the agreement. You may also need to pay some other charges related to the property. In Queensland, the rent and other charges that you pay are regulated under the *Residential Tenancies and Rooming Accommodation Act 2008* ('the Act').

Paying rent

Your tenancy agreement will state how much rent you pay, and how and when you should pay it. Once you agree to pay your rent in a certain way, then that is how you must pay.

Rent Receipts and Records

When you pay rent, your lessor, agent or provider, must either give you a receipt or keep a rent payment record. You must be given a receipt if you pay by cash or cheque. If you ask for a copy of your rent record you must be given a copy within 7 days. Your lessor, agent or provider can only use your rent payments for rent. They must not use your rent money for another purpose, for example to pay for repairs, service charges or fees.

Rent payment methods

You must pay rent in the way stated in your agreement. However, for agreements entered into from 30 September 2024, the lessor, agent or provider must offer you two ways to pay rent, including a way that does not incur a cost to you (other than bank fees or other account fees usually payable by you) and is reasonably available to you. What might be considered reasonably available depends on a range of circumstances and can vary from one tenant or resident to another.

The lessor, agent or provider must also tell you if they would receive any financial benefit if you choose a particular rent payment method.

For agreements entered into from the 30 September 2024, the lessor or provider must advise you in writing of any costs associated with paying rent of which you would not reasonably be aware and that they know or could reasonably be expected to find out. They must do this when entering into an agreement with you or when your rent payment method changes. If they fail to do this, they could be fined.

Changing the way rent is paid during your agreement

If, after signing your agreement, either you or your lessor or provider give the other party a written notice asking to change the way in which rent is to be paid and the other party agrees in writing, the rent must be paid in the way set out by the written agreement.

If your lessor or 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, the lessor or provider must provide you with a choice of at least two other ways to pay rent, including a way that does not incur a cost to 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 lessor or provider wants to change how your rent is paid, even if your agreement was entered into prior to 30 September 2024.

The lessor, agent or provider can change the place at which you pay your rent, if the change is reasonable.

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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 fact sheets produced by



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Third-party platforms

Your lessor or provider may ask you to agree to pay your rent using a third-party platform. If you agree to use a third-party platform, you will usually be asked to sign a user agreement with the company that operates the platform. Be aware that the use of a third-party platform often includes fees or charges. You do not have to agree to use a third-party platform to pay rent unless the platform does not cause you to incur costs (other than bank fees or other account fees usually payable by you) and is reasonably available to you.

Electronic rent payments

If you pay your rent by electronic transaction, such as B-pay, via the internet, or direct debit, your rent is taken to be paid on the day you make the transaction, even if the lessor or agent does not receive the payment in their account until a later date.

Rent receipts and records

Depending on how you pay your rent, your lessor, agent or provider must either give you a rent receipt or keep a rent payment record.

If you pay rent in cash, you must be given a receipt. If someone else pays rent in cash on your behalf, you must be given a receipt by the end of the next business day.

If you pay rent by cheque, and request a receipt when you make the payment, you must be given a receipt within three business days.

If you pay rent by another method, your lessor, agent or provider must keep a rent payment record. If you request a copy of the rent record, they must give you a copy within seven days.

It's a good idea to keep copies of rent receipts, or your own record of rent payments. This can provide important evidence if you have a dispute about rent.

If the lessor, agent or provider fails to give you a rent receipt within the required time, or a copy of the rent payment record within seven days of your request, this is an offence and they could be fined.

The rent receipt or payment record must include:

- Your name
- The address of the premises
- The date the payment was received
- The period of rent the payment covers
- The amount paid
- That the payment is for rent.

In rooming accommodation, the receipt or record must also include:

- Your room number
- The individual amounts for accommodation and any other service (such as food or personal care).

Keep rent receipts or records

Always check rent receipts to make sure the details are correct. It is always good practice to keep copies of rent receipts or a record of your rent payments. For cash payments, your receipt is probably the only record you have that the rent was paid.

The lessor, agent or provider must keep copies of rent receipts and payment records for one year after the tenancy ends. If they do not, they could be fined.

Rent for part of a period

The rent for your agreement accumulates for each day that you live in the premises. When you leave, you are only required to pay rent up to and including the handover day, even if this falls in the middle of a rent period.

To calculate the cost for part of a rent period, divide your weekly rent by seven (days) to get your daily rent. Multiply the daily rent by the number of days that you need to pay for.

Rent increases

The lessor, agent or 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 lessor, agent or provider cannot increase the rent on your property (or room) less than 12 months after the last increase to the property. The 12-month limit applies even if the last rent increase to the property related to a different residential tenancy agreement, there has been a change of tenants occupying the property or there has been a change of ownership of the property.

The new laws make it clear that if the rent for your property 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. This means that even if the rent was last increased before the 6 June 2024, the lessor or provider will still need to wait 12 months before increasing the rent again. However, the lessor or provider can apply to the Tribunal for an order to increase the rent sooner than the 12-month period if the lessor believes they would otherwise experience undue hardship.

Evidence of previous rent increase

When your lessor, agent or provider gives you a tenancy agreement or notice of a rent increase, it must now show the date of the last rent increase for the property, 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 lessor to provide you with evidence of the date of the last rent increase for the premises, such as the previous lease agreement or rent ledger. The lessor must provide this evidence to you within 14 days, and it must be deidentified so that it does not disclose any personal information of a previous tenant or resident. However, if the lessor or provider has purchased your property within 12 months after 6 June 2024 and does not hold information about the date the rent was last increased, they are not required to provide the information.

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 tenant's income (such as community housing). The 12-month limit on rent increases also does not apply to a rooming accommodation agreement if the rent increase relates only to an increase in the cost of a personal care service or food service.



Other limits on increases – rent increases are not permitted if they:

- relate to keeping a pet or working dog, i.e. your lessor, agent, or provider says they will allow you to have an animal only if they increase the rent, or
- relate to compliance of the premises or inclusions with the prescribed minimum housing standards

Fixed term agreements: Rent can only be increased during a fixed term agreement if a term in the agreement allows for a rent increase. The term must state the amount of the increase or how it will be calculated. You must be given at least two months notice.

Periodic agreements: You must be given a written notice stating the amount of the rent increase and the date it will take effect. You must be given at least two months notice.

New fixed term agreements: At the end of an existing tenancy, your lessor, agent or provider may offer you a new fixed term agreement to sign. This agreement may include changed terms such as a rent increase. You can negotiate the terms of the proposed agreement. If you sign the new agreement, you will have to pay the rent as agreed. If you think the rent increase is excessive and represents a significant change in the agreement, you can apply to the Tribunal to dispute the rent increase but you must do so within 30 days of signing the new agreement. (This does not apply to agreements for rooming accommodation). This is a non-urgent application so you must first apply to the RTA Dispute Resolution Service and attempt to resolve the dispute, before you can apply to the Tribunal for a tenancy hearing.

Rooming accommodation: You must be given a written notice stating the amount of the rent increase and the date it will take effect. You must be given at least four weeks' notice.

If you have a fixed term agreement, your rent can only be increased during the agreement if:

- The agreement includes a term that allows for a rent increase and states the amount of the increase or how it will be calculated; or
- Both parties agree to amend the agreement because of a new service/s that the provider will provide.

Public housing: In public or community-managed housing, your rent is based on a percentage of your income. Notice requirements for rent increases do not apply in public housing when the State is the lessor, but rent increase notices do apply if you rent from a community housing provider. If you disagree with your income-based rent assessment, contact your housing provider. If you disagree with their decision, you can lodge an appeal. Time limits may apply to lodging an appeal.

Incorrect notice

If you are not given correct notice of a rent increase, you are not obliged to pay the increased rent. You can write to your lessor, agent or provider to dispute the incorrect notice. Before the rent can be increased, you should be given a new notice that includes the correct notice period. The new notice cannot be backdated.

Disputing a rent increase

If you think a proposed rent increase is unreasonable, excessive or prohibited because it is linked to keeping pets or improvements to meet housing standards, you can dispute it. This does not apply if you rent in public housing where your lessor is the State and your rent is calculated as a percentage of your income. However if you dispute a

rent assessment notice you can contact your Housing Service Centre and appeal the rent assessment decision within 28 days.

If you are in private rental and dispute a rent increase, it is useful to discuss the proposed increase with your lessor, agent or provider. You can write a letter to explain why you think the increase is excessive and suggest a reduced increase. You may want to gather evidence of rents in the area for similar properties and point out your value as a secure and reliable tenant.

If you cannot reach an agreement about the rent increase, you can use a Dispute Resolution Request form to apply to the RTA Dispute Resolution Service for help to resolve the dispute. If the RTA cannot assist you and the lessor, agent or provider to reach an agreement, the RTA will send you a Notice of Unresolved Dispute which entitles you to apply to the Tribunal for a hearing.

Time limits to dispute an increase

If you have a residential tenancy agreement, you can apply to the Tribunal for a tenancy hearing to dispute an excessive rent increase, or a significant change in a new agreement. You must act quickly as time limits apply. You have 30 days to apply to the Tribunal after receiving your rent increase notice, or signing a lease renewal with a significant change. These are non-urgent Tribunal applications so before you can apply to the Tribunal you must first attempt to resolve the dispute using the RTA Dispute Resolution Service.

If you are disputing a rent increase, you will need to pay the higher rent until the Tribunal hears your case. Tribunal decisions are binding. The Tribunal can set aside or reduce the increase, but if they agree the rent increase is reasonable you will have to pay the higher rent for the remainder of the agreement.

Tribunal decisions

In deciding an application about a rent increase, the Tribunal must have regard to the following:

- The range of market rents for similar premises in the area.
- The proposed amount of rent increase.
- The state of repair of the premises.
- The term of the tenancy, and the period since the last increase.
- Anything else the Tribunal considers relevant.

For more information about applying to the Tribunal, see the [Resolving Tenancy Disputes fact sheet](#).

If you decide to apply to the Tribunal you can contact us for advice.

Rent decreases

In some situations, you may be entitled to a rent decrease. You can negotiate a rent decrease directly with your lessor, agent or provider, or seek an order from the Tribunal. Under the Act you may be eligible for a rent decrease in the following situations:

In residential tenancies:

- Services, facilities or goods that are part of the agreement become unavailable or are withdrawn (other than because of a breach by you).
- The amenity or standard of the premises substantially decreases (other than because of malicious damage by you).

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- The premises can no longer be lawfully used as a residence or is compulsorily acquired by an authority.

In rooming accommodation:

- Because your room or the common areas become partly unfit to live in, or their amenity or standard substantially decreases (other than because of your intentional or negligent behaviour).
- Because a service provided under the agreement becomes unavailable, or the standard of the service substantially decreases (other than because you have failed to meet your obligations under the agreement).
- Residents in rooming accommodation can seek a rent reduction if they are absent from the premises and no longer receive a personal care or food service. For a rent reduction relating to a food service, the absence must be longer than two continuous weeks.

In any of these situations, you should try to negotiate a reduced rent with your lessor, agent or provider. It's a good idea to put your request in writing and keep a copy.

If you can't reach an agreement, you can apply to the RTA Dispute Resolution Service for conciliation. You will need to complete a Dispute Resolution Request form and send it into the RTA.

If the RTA cannot help you to reach an agreement, you will be sent a Notice of Unresolved Dispute. You can then apply to the Tribunal for a non-urgent hearing about the rent decrease.

Service charges

The lessor is responsible for paying the property rates, taxes and any premiums for the premises. However, you may be required to pay for some service charges to the property. If you are required to pay for service charges (e.g. gas or electricity), the lessor must give you copies of utility bills within 4 weeks of receiving the bill from the supply authority. You are not required to pay an amount for the lessor's or provider's outgoings for service charges if you have not been provided with a copy of the bill within 4 weeks, except for water charges in a partial billing period.

General tenancies

In a general tenancy, you will need to pay for any services that you have connected, such as gas, electricity and telephone.

If you do not have an individual meter for a service, or the account is not in your name, you can only be required to pay for the service if this is stated in the agreement.

For services that are shared with other premises and are not individually metered, the agreement should state how your share will be worked out and how you will pay the money. The lessor must not charge you more for the service than the amount that they are charged by the relevant supplier.

Moveable dwellings

If you have an individual meter for a service in a moveable dwelling, you can be charged for that service. Your lessor must not charge you more than the amount charged by the supply authority.

If your rent payments include the cost of service charges such as gas, electricity or water, you are entitled to ask the lessor to give you a written statement showing the amount of rent that is attributed to each particular service or facility.

If a service or facility becomes unavailable due to the lessor's actions, your rent payment can be reduced from the time the service becomes unavailable.

If you and the lessor don't agree about a rent reduction, you can apply to the RTA's free Dispute Resolution Service for help to resolve the dispute. If the RTA cannot help you to reach an agreement, you can apply to the Tribunal for a decision.

Rooming accommodation

In rooming accommodation, your agreement should fully describe the services to be provided under the agreement and state the components of the rent for each service. This may include food services, personal care services, or other services.

You can only be required to pay for a utility service, such as electricity, gas or water, if your room is separately metered for the service. If you are required to pay, the amount should not be more than the amount charged by the supplier.

Water charges

In rental premises you can be asked to pay for water if the premises are individually metered, or if water is delivered to the premises, and your agreement states that you must pay for water. You can only be required to pay the full cost of water consumption if the premises meet water efficiency standards as set out in the Act.

When you move in, it's a good idea to record the water meter reading on your Entry Condition Report. The Entry Condition Report may state whether the premises meets water efficiency standards.

The lessor can only ask you to pay the full cost of water consumption if the premises are considered 'water efficient'. This means that toilets must be dual flush, and shower heads and all internal cold water taps must have a flow rate no greater than nine litres per minute. If you are unsure as to whether the premises are water efficient, you can request evidence from the lessor.

If the premises do not meet water efficiency standards, the lessor must pay for a reasonable supply of water. Reasonable water use will depend on a number of factors relating to your tenancy and water use in your area. It is also a good idea to have an agreement about the reasonable amount of water the lessor will pay for and write this in the agreement.

The water utility company will bill the lessor for water costs and the lessor is liable for this bill. If your tenancy agreement says you must pay for water use, the lessor or agent must send you a copy of the bill within four weeks of receiving it from the supply authority. You must be given at least one month to pay.

The lessor is not required to give you a copy of the utility bill within 4 weeks of receiving it for water service charges that occur during a partial billing period, such as when you move in or move out of your place part way through a billing period. If the lessor wants to charge you for water during a partial billing period, they must take a meter reading when your agreement starts and/or when your agreement ends and record this in the entry and/or exit condition report. They must then calculate your water charges based on a reasonable estimate of the water you have used. This calculation must be made using the meter reading and the water consumption charge rate stated in the most recent water bill.

If you and the lessor have a dispute about water costs, you can apply to the RTA free Dispute Resolution Service for help to resolve the



dispute. If the RTA cannot help you to reach an agreement, you can apply to the Tribunal for a decision.

In deciding a dispute over water costs, the Tribunal may consider the size of the property, water use and costs in the area, any terms in the tenancy agreement about water or affecting water usage, the presence of water saving devices, the number of people in the premises, and any other relevant issues, such as relevant time limits.

Penalties and fees

Your agreement must not include conditions that require you to pay a penalty fee (or fine) if you breach the agreement in some way; for example pay rent late, or break the agreement early. If your lessor or provider seeks to impose a penalty fee it is an offence and they could be fined. However, it is not unlawful for the lessor or provider to offer you a rent discount, for example by offering you a discount if you pay rent on time.

If your rent is late

If you fail to pay rent, it is a breach of your tenancy agreement. If your rent is late the Act sets out a process that the lessor, agent or provider must use to solve the problem.

- **General tenancies:** If your rent is seven days late, the lessor or agent can give you a Notice to Remedy Breach for rent arrears. The notice must give you at least seven days to bring the rent payments up to date. If you fail to pay the rent by the date shown on the notice, your lessor or agent can give you a Notice to Leave, giving you seven days notice to move out.
- **Moveable dwellings – long tenancy agreements:** If your rent is seven days late, the lessor can give you a Notice to Remedy Breach for rent arrears. The notice must give you at least five days to bring the rent payments up to date. If you fail to pay the rent by the date shown on the notice, the lessor can give you a Notice to Leave, giving you two days notice to move out.
- **Moveable dwellings – short tenancy agreements:** If you fail to pay the rent on the due day, the lessor does not have to give you a Notice to Remedy Breach, but can immediately give you a Notice to Leave, giving you two days notice to move out.
- **Rooming accommodation – if you have lived there more than 28 days:** If your rent is two days late, the provider can give you a Notice to Remedy Breach for rent arrears. You must be given four days to fix the problem by bringing the rent payments up to date. If you fail to pay the rent by the due date shown on the notice, you can be given a Notice to Leave, giving you four days notice to move out.
- **Rooming accommodation – if you have lived there less than 28 days:** If you do not pay rent on the day it is due, the provider can give you a Notice to Remedy Breach giving you two days to bring the rent up to date. If you fail to pay the rent by the due date shown on the notice, you can be given an immediate Notice to Leave.

If you know you will have difficulties paying the rent talk to your lessor, agent or provider. See if you can make an agreement to catch up with the rent. If you reach an agreement, put it in writing.

Repeated breaches

The lessor or provider can apply to the Tribunal to end your agreement if you breach the agreement in a similar way three times in a 12 month period.

This applies if you were given a Notice to Remedy Breach on two occasions, and each time you remedied the breach by the due date. If your rent is late for a third time within the 12 month period, the lessor or provider can apply to the Tribunal for an urgent hearing to terminate the agreement for 'repeated breaches'. They can do this without issuing you with a third Notice to Remedy Breach.

If you receive notice of a Tribunal hearing, it is important to attend the hearing so you can put forward your side of the story

For more information, see the [Resolving Tenancy Disputes fact sheet](#).

If you get a breach notice

If you get a Notice to Remedy Breach for rent arrears it is important to catch up the rent by the due date on the notice. If you do not remedy the breach you can be given a Notice to Leave. If you pay the rent after you receive the Notice to Leave the lessor, agent or provider can still ask you to leave. If you want to stay, you will need to ask the lessor, agent or provider if they will agree to withdraw the notice and let you stay. If you are allowed to stay put this agreement in writing.

If you dispute a notice

If you disagree with a Notice to Remedy Breach or a Notice to Leave for rent arrears, you should let your lessor, agent or provider know straight away. Send them a letter to explain why you disagree with the notice. Keep a copy of this letter as evidence.

If you cannot solve the problem, you can apply to the RTA Dispute Resolution Service for assistance to resolve the dispute. The RTA can help you to negotiate with the lessor, agent or provider. If the RTA is unable to help you solve the dispute, they will issue you with a Notice of Unresolved Dispute. You can then apply to the Tribunal for a decision about the disputed notice.

If you fail to leave

In residential tenancies if you receive a Notice to Leave and do not leave by the handover date, the lessor or agent can apply directly to the Tribunal for an urgent hearing and seek a termination order. At the hearing the Tribunal can terminate the tenancy and issue a Warrant of Possession, which authorises police to remove you from the premises.

If you receive a notice of a Tribunal hearing it is important to attend the hearing. You can present your evidence and ask the Tribunal to allow you to continue in the tenancy. You can contact us for advice before the hearing.

In rooming accommodation, if you receive a Notice to Leave and fail to move out on the due date, the provider does not have to apply to the Tribunal but can immediately call the police for assistance to remove you from the premises.

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Warrant of Possession

In residential tenancies the lessor or agent cannot evict you themselves. If you fail to leave voluntarily they must apply to the Tribunal for a Termination Order and Warrant of Possession. If the Tribunal issues a Warrant it is effective for 14 days. The police will notify you of the date and time they will attend to enforce the Warrant, which can be any time during the 14 day time period.

If a Warrant has been issued it is advisable to take all steps to remove your goods from the property, leave the place clean, and voluntarily return all keys to the lessor or agent. If you fail to return the keys, or fail to leave the place clean, you can be held liable for the cost of replacement locks and cleaning costs, in addition to rent you owe or costs arising from your breach of the agreement. When moving out it is important to gather evidence of the condition of the premises. When you leave take photos, keep copies of cleaning receipts, fill in an Exit Condition Report and give a copy to your lessor or agent.

If you leave owing rent

If you owe rent when you move out, the lessor, agent or provider can claim this money from your rental bond. They can also apply to the Tribunal and seek additional compensation if the bond is not sufficient to cover the rent and any other money you owe.

If you have a fixed term agreement and your agreement is terminated due to rent arrears, you can also be held responsible for breaking the lease early and be required to pay reasonable costs incurred by your lessor or provider.

Seizure of goods for rent

The lessor, agent or provider cannot take or dispose of your possessions as payment for rent or money that you owe. This is a serious offence and could result in a fine. You can make a complaint to the RTA Investigations Unit about this offence.

If your goods are seized, you should contact the lessor, agent or provider to demand the return of your goods. It is advisable to put this request in writing. You can also apply to the RTA Dispute Resolution Service. If you need help to apply to the RTA or negotiate with your lessor or provider, contact us for advice and assistance.

If goods are seized after the tenancy is terminated the Act sets out a process the lessor, agent or provider must follow to store or dispose of your goods. You can apply to the Tribunal for an urgent hearing if you are not satisfied with the way your former lessor, agent or provider has dealt with your goods. It is important to act promptly to recover your goods as time limits may apply.

Tenancy database listings

In residential tenancies if a Tribunal terminates your tenancy for rent arrears or repeated breaches or if you are given a Notice to Remedy Breach for rent arrears and leave owing rent in excess of the bond amount, the lessor or agent can list your name on a tenancy database. If your name is listed on a tenancy database it can affect your ability to rent a property in the future.

You must be notified if your former agent or lessor proposes to put your name on a tenancy database. The Act sets out lawful reasons you can be listed. You can apply to the Tribunal for an urgent hearing if you dispute a proposed database listing or an existing listing.

For more information see the **Tenancy Databases fact sheet** or contact us for advice.

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.