

Starting a tenancy

In Queensland, tenants who rent their home are covered by the *Residential Tenancies and Rooming Accommodation Act 2008* ('the Act'). This Act sets out your rights and responsibilities when you rent a place and explains the rights and responsibilities of the person you rent from. The Act applies whether you rent privately from a lessor, agent or provider, or rent from the government or a community organisation.

The Act applies to tenants in residential tenancies, whether you rent general premises (a house or unit), or moveable dwelling premises (a site or van in a caravan park). The Act also applies to residents who rent a room and share facilities in rooming accommodation. Some sections of the Act also apply to prospective tenants and residents.

For more information about who is covered by the Act see the [Renting in Queensland facts sheet](#) or contact us for advice.

Checklist

The lessor, agent or provider must:

- Give you a written agreement to sign (optional for short tenancy moveable dwelling agreements).
- Give you a copy of the agreement signed by both parties, within 14 days in residential tenancies, and three days in rooming accommodation.
- Provide you with copies of any relevant house rules, park rules, or by-laws.
- Give you a copy of the applicable RTA information booklet for tenants (not required in rooming accommodation).
- Give you a prepared Entry Condition Report to complete and sign (not required for short tenancy moveable dwelling agreements or rooming accommodation agreements if no bond is taken).
- Give you a receipt for any money you pay, for key deposits, holding deposits, rent or bond.
- If you pay a rental bond, the person you pay it to must give you a receipt, fill in an RTA Bond Lodgement form with you, and lodge your bond money with the RTA.
- Ensure the place is available for you to move into on the day the agreement starts.
- Ensure the premises are reasonably secure and provide you with keys for the premises.
- Ensure at the start of the agreement that the premises are clean and in good repair.

What you must do:

- Sign and return a copy of the written agreement to the lessor, agent or provider. In residential tenancies you must return a copy within five days of receiving the document, but there is no time limit in rooming accommodation.
- Pay rent when it is due. The Act limits the amount of rent in advance you can be asked to pay.
- Pay the agreed rental bond and sign the RTA bond lodgement form.
- Inspect the premises when you move in, write your comments on the Entry Condition Report and return the form to your lessor, agent or provider within 7 days. This is a critical document which you may need to rely on if a future dispute arises about the condition of the property. Entry Condition Reports are not required in rooming accommodation if you have not paid a bond, or in short tenancy moveable dwelling agreements.

Tips for Tenants:

- Get receipts or keep records of any money you pay to the lessor, agent or provider.
- Keep copies of your agreement, Entry Condition Report, receipts and other tenancy documents in a safe place.
- Contact us for advice if you are unsure about your rights and responsibilities and how the Act applies to you.

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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



Tenants Queensland

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Applying for a tenancy

The advertised rental price

Residential properties must be advertised for rent at a fixed price. The rental price must be stated in advertising on the internet, in an agency window, or other advertising, but does not need to be included on 'for rent' signs outside the property. If the rental premises are not advertised at a fixed price, the lessor or agent cannot accept a rental bond from the tenant. These laws apply to both general tenancy and rooming accommodation agreements.

Rent bidding is also banned. A person advertising a property for rent must not invite or accept an offer of rent that is more than the amount stated in the advertisement for the rental property or invite or accept an offer of rent in advance more than the maximum amount allowed under tenancy law. The laws banning rent bidding also apply if a residential tenancy agreement is offered via a third-party platform. Persons who break these laws may face penalties under the Act.

The application form

When you apply to rent a place, you may be asked to fill in an application form and provide supporting documents. The lessor, agent or provider can only ask you to use an application form that complies with the Act. There is an approved rental application form (Form 22) on the RTA website. Your lessor, agent or provider do not need to use this form, however they must use a form that complies with the Act. The Act limits the information and types of supporting documentation that can be requested from you.

The form can only request information about your name and contact details, your date of birth, details of any previous residential tenancy agreements or rooming accommodation agreements you have entered into, your current employment, your income, your financial ability to pay rent if you cannot provide details about your current employment or income, referees, the length of the tenancy agreement, the number of people who will live in the property and the number of people under 18 years old, the number and type of pets you plan to keep at the property and the number and type of vehicles that you plan to park on the premises.

When you fill in an application form read it carefully before you sign it. Keep a copy for your records.

Supporting documents

The lessor, agent or provider may request information from you only if it relates to the information on the approved application form or includes no more than two documents about each of the following: documents verifying your identity, documents about your ability to pay rent and documents about your suitability for the residential tenancy or rooming accommodation agreement.

As a prospective tenant or resident, you can also choose to provide supporting documents for sighting instead of providing copies. If you do this, the lessor, agent or provider must not keep a copy without your consent.

Information that cannot be requested

There is also information that the lessor, agent or provider cannot ask you to provide during the application process. They cannot ask you for information about:

- legal action taken by you, including dispute resolution or matters considered by the Tribunal

- any Notices to Remedy Breach you may have given to a lessor or provider
- any Notices to Remedy Breach that the lessor or provider may have given you
- your history in relation to rental bonds, including any claim on a rental bond
- statements of your credit accounts or bank accounts detailing transactions.

However, it is important to be aware that the lessor, agent or provider can still request this information from your referees or your previous lessor, agent or provider.

Submitting your application

When applying for a rental property, the agent, lessor or provider must give you two ways to submit the approved application form. At least one way must not be a restricted way. A restricted way is defined as a way that involves you having to use an online platform to give personal information to a person other than the lessor, provider or agent, or a way that requires you to pay money.

If the lessor is a public or community housing provider, they do not have to give you two ways to submit your application.

When you complete and sign an application form, this may be considered an offer to rent the property. If you are given a copy of the proposed agreement and the lessor or agent has accepted your application, you may be bound to go ahead with the agreement or risk facing some costs.

Acceptance of your application does not need to be in writing and can be implied through conduct or verbal communication. If your application is accepted, you should be given a written agreement to sign.

Personal information and privacy

Lessor, agents and providers can only collect and use your personal information to assess your suitability during the rental application process and/or to manage the tenancy. They must also ensure that your personal information is securely stored. If you apply for a rental property and do not become a tenant or resident, your personal information must be securely destroyed within three months after you made your application. If you become a tenant or resident, your personal information must be securely destroyed within seven years after the end of your residential tenancy or rooming accommodation agreement. However, in some situations you may consent to your information being stored for a longer time, for example to remain on a waitlist for a type of specialist accommodation.

**If you pay a key deposit,
this money should be refunded
when you return the key.**

Key deposits

When you inspect residential premises, the lessor or agent may ask you to pay a key deposit. If you pay a key deposit, you must be given a receipt. When you return the key, this money must be refunded to you, whether or not you proceed with an application for the tenancy.



Paying money when you apply

In residential tenancies, you must be given a copy of the proposed tenancy agreement before you can be asked to pay any money for the tenancy (other than a key deposit).

The lessor or agent can only ask a prospective tenant to pay a key deposit, a holding deposit, a rental bond, or rent. They cannot ask for money for any other purpose. This does not apply to rooming accommodation.

Holding deposits

When you apply for a residential tenancy, you can agree to pay a holding deposit, which gives you an 'exclusive option' to enter into the agreement. The holding deposit includes an 'option period' during which time you must notify the lessor or agent whether or not you wish to rent the property. You can only be asked to pay a holding deposit if you have been given a copy of the proposed tenancy agreement. Holding deposits do not apply to rooming accommodation.

When you pay a holding deposit, you must be given a receipt. The receipt should state the agreed 'option period'; if this is not stated, it is taken to be 48 hours. During the option period the lessor or agent must not accept a holding deposit from any other prospective tenant.

During the agreed option period, you must notify the lessor or agent whether or not you wish to go ahead with the tenancy.

If you decide to go ahead with the tenancy, the lessor or agent must take all reasonable steps to enter into the agreement, and your holding deposit must be used for rent or bond.

If you decide not to go ahead, your holding deposit must be refunded to you in full, within three days. If the lessor does not refund your deposit, you can apply to the RTA Dispute Resolution Service to recover this money.

You will forfeit (lose) your holding deposit if you fail to notify the lessor or agent of your intentions by the end of the option period, or if you agree to the go ahead with the tenancy but then fail to move in.

**In residential tenancies
the lessor or agent must give you
a copy of the proposed agreement
before they can ask you to pay rent,
bond or a holding deposit
for the tenancy.**

Receipts

If you are asked to pay money for a key deposit, holding deposit, bond or rent, you must be given a receipt. The receipt must include the date, the payment type, the names of the parties, the address of the premises, and any relevant time period.

If you pay rent by cash or cheque, you must be given a receipt. If you pay rent in another way, your lessor or provider must keep a rent record. If you write and request a copy of the rent record you must be given a copy within seven days.

Privacy

Your personal information is covered by the *Privacy Act 1988 (Cth)*. The Privacy Act states that you must be told why information is being collected and how it will be used. You should only be asked to provide information needed to assess your application.

Discrimination

The *Anti-Discrimination Act 1991 (Qld)* says that everybody has the right to be treated fairly. If you think you have been unlawfully discriminated against because of a personal attribute (such as your race, religion, age or parental status) you can contact the Anti-Discrimination Commission of Queensland (ADCQ) on 1300 130 670 to make a complaint or visit www.adcq.qld.gov.au for information.

Tenancy databases

Before you are offered a tenancy, the lessor or agent will check your references, and is likely to check whether your name is listed on a tenancy database. Application forms often include a consent clause that you must sign to give the lessor or agent permission to check your references on a tenancy database. If you are listed on a tenancy database, your application may not be approved.

For more information see the **Tenancy Databases fact sheet**.

Who decides whether you can move in?

The lessor, agent or provider can decide whether or not to offer you the tenancy. If your tenancy application is not approved, the lessor, agent or provider does not have to give you a reason. However, it is always a good idea to ask why your application was refused so that you can try to avoid this happening to you again.

Signing the agreement

Before the agreement is due to begin, your lessor, agent or provider must give you a copy of the proposed agreement. Read the agreement carefully before you sign it. Seek advice if you are not sure about any parts of the agreement.

You can discuss the terms of the agreement with your lessor, agent or provider. If you agree on any changes, make sure that they are written on the agreement and signed by all parties.

In residential tenancies, you have five days to sign and return the agreement. There is no time limit for residents in rooming accommodation. Before you return the signed agreement, you should make a copy for your records.

After you return the signed agreement, the lessor, agent or provider must sign the agreement and return a signed copy to you, within 14 days in residential tenancies, or three days in rooming accommodation.

It is an offence if the lessor, agent or provider fails to give you a written agreement, or fails to give you a copy of the agreement signed by both parties. If they do this, they could be fined. However if they breach their obligations and fail to give you a written agreement your tenancy will still be covered by the Act.

Your tenancy agreement

When you rent a place to live, your lessor, agent or provider must give you a written agreement to sign on or before the day you are entitled to move in. The only exception is for a short tenancy moveable dwelling agreement for 42 days or less, where you and your lessor may make a written statement to that effect.

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The agreement must be written in a clear and precise way, and include standard terms set out in the Act. Your agreement will describe your rights and responsibilities under the Act and may include additional terms agreed between you and the lessor, agent or provider. Terms of the agreement must not contradict the Act.

Standard RTA Agreements

The RTA website provides blank copies of standard agreements for residential tenancies, rooming accommodation and moveable dwelling tenancies. Your lessor or provider may produce their own agreement, but it must still comply with the Act and include all of the standard terms. You can complete the RTA Agreements online and sign them electronically.

Types of agreements

Your agreement can either be fixed term (for an agreed length of time), or periodic (ongoing). How the Act applies to you also depends on whether you rent residential premises, rent in a moveable dwelling park, or rent rooming accommodation.

Fixed term agreements: Fixed term agreements (often called leases) have a beginning and ending date. They can be for any agreed length of time, but are often for six or 12 months. You should not sign a fixed term agreement if you don't intend to stay for the full term. Breaking a fixed term agreement early can be costly.

Periodic agreements: Periodic agreements are ongoing, or 'week-to-week' agreements, that do not have a fixed ending date. A fixed term agreement will automatically become a periodic agreement if the tenancy continues after the fixed term ends. This will apply unless you have signed a new fixed term agreement or a notice has been given to end the tenancy.

Moveable dwelling agreements: In moveable dwelling parks, you can either have a short tenancy agreement (which is for 42 days or less and can only be extended once for an additional 42 days) or a long tenancy agreement, which can be either a periodic ongoing agreement, or for a fixed term agreement.

Rooming Accommodation: Rooming accommodation agreements can either be periodic or fixed term. The Act has provisions that apply to rooming accommodation. Rooming accommodation refers to premises where residents rent a room and share common facilities. If the provider lives in the premises there must be four or more rooms for rent. If the provider does not live in the premises the Act applies if there are two or more rooms. Instead of a Rooming Accommodation agreement residents and providers can choose to use a General Tenancy Agreement, in which case the parts of the Act that apply to residential tenancies will apply.

Boarders and lodgers: Boarding accommodation is not covered by the Act and there is no standard agreement. However the Act does apply to any bond money that you pay.

If you don't have a written agreement

It is an offence against the Act if your lessor or provider fails to give you a written agreement. However if your agreement is only verbal, or if the written agreement you are given does not comply with the requirements of the Act, your rights are still protected and the Act will still apply to both you and your lessor or provider.

Names and contact details

Your written agreement must include the names and contact details for your lessor or provider, and the name and contact details for you and any other tenants. If the lessor or provider has an agent managing the property the agent's contact details must be included and this is usually included as the contact for the lessor.

Your agreement must state the amount of rent and how it must be paid, the amount of bond and describe any service charges you must pay, including details of payment arrangements for any shared utilities. All agreements that are entered into after 6 June 2024 must also state the date that the rent was last increased for the rental premises, except for 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).

In rooming accommodation, your written agreement should also include details of any services provided to you and how much of the rent is payable for each service.

Special terms

When negotiating with the lessor, agent or provider, you may make an agreement about additional matters. For example, you and the lessor may agree you can sub-let to a flatmate, conduct a home business, keep a pet in the premises or install agreed fixtures. The lessor may also want to add special terms, for example, who is responsible for pool cleaning or any conditions which you must comply with to keep a pet in the premises. It is important to have evidence of any additional agreements by including them in writing as a special term in the agreement.

The Act always applies. Any special terms in an agreement that contradict the Act are void and cannot be enforced. It is an offence for any person to enter into an agreement with the intention of avoiding the Act. If they do this, they could be fined.

The lessor, agent or provider must not include a term in your agreement that requires you to purchase goods or services from a specified supplier, such as a nominated carpet cleaning company. This is an offence and can result in a penalty fine.

A limited exemption applies in rooming accommodation, where the provider may nominate a personal care or food service, which will be provided as part of your agreement. An exemption also applies for fixed utility services supplied in moveable dwelling parks.

Penalty fees

Your agreement must not include conditions that require you to pay a penalty fee (or fine) if you breach the agreement. This is an offence and could result in a fine for the lessor or provider. Any terms in an agreement about penalty fees are void.

However, it is not unlawful for the lessor, agent or provider to offer you a rent discount, for paying the rent on-time. The lessor or provider can also seek reasonable compensation or re-letting costs from you if you break the agreement early.

For more information see [You want to leave fact sheet](#).

**Keep all your receipts
and tenancy documents in
a safe place.**



Other documents

Information statement

In residential tenancies, your lessor or agent must give you an RTA information booklet when you sign the agreement, or when you are entitled to move in. The RTA booklet provides information about the Act and useful contact details for advice services. More detailed information is also available on the RTA website.

There is a different RTA information booklet for tenants in general tenancies, (Form 17a 'Pocket guide for tenants - houses and units') and moveable dwelling tenancies (Form 17b 'Pocket guide for tenants - caravan parks'). If you are not given a copy of this booklet it is an offence and the lessor or agent could be fined.

In rooming accommodation, the Act does not require the provider give you an information booklet about your rights and responsibilities. However, the RTA does have information on their website for residents in rooming accommodation.

By-Laws, park rules and house rules

Your lessor, agent or provider must give you a copy of any by-laws, park rules or house rules that apply to your agreement. These rules are part of your agreement. If you are not given a copy, it is an offence under the Act, and the lessor, agent or provider could be fined.

- By-laws may apply if you rent a townhouse or unit covered under a body corporate. By-laws cover matters such as parking, use of common facilities and pets.
- Park rules will apply if you rent in a moveable dwelling park. Park rules cover matters like parking, pets, noise, rubbish and use of facilities.
- House rules may apply if you rent rooming accommodation. House rules can cover guests, noise, pets, smoking, use of alcohol or drugs on the premises, parking and use of shared facilities.

Options

When you sign an agreement you and your lessor or provider can agree to include an option. An option is a term in a tenancy agreement that gives you the right to extend the agreement for an additional period. The option must be in writing. If you want to take up an option to extend your agreement you must usually give written notice of this before the end of the original agreement.

If you take up an option to extend the tenancy, all the terms of the original tenancy will continue to apply, unless the option agreement specifies a change in the terms (such as a rent increase).

Your lessor or provider cannot withdraw the option. If the property is sold, the option is binding on the new owners as long as the term of the agreement and any option periods are less than three years in total.

Paying a bond

In most cases, your lessor, agent or provider will ask you to pay a rental bond before you move in. The bond is financial security for the lessor or provider. If you don't follow the terms and conditions of your tenancy agreement your lessor or provider can claim money from your bond at the end of the tenancy.

It is not compulsory for the lessor or provider to charge a bond. If you do pay a bond, you must be given a receipt and the person you pay bond to must lodge the bond money with the RTA. The RTA will hold the bond money until the end of your tenancy. When you move out you can apply to the RTA for a refund of your bond.

Maximum Bonds

The maximum bond you can be charged is set out in the Act.

Maximum amounts are:

For residential tenancies:

- The maximum bond is equal to four weeks rent.

For rooming accommodation:

- The maximum bond is equal to four weeks rent.

For moveable dwelling premises:

- Where the tenancy is a long tenancy (more than 42 days) and electricity is supplied in the lessor's name and individually metered, the maximum bond is an amount equal to three weeks rent.
- Any other moveable dwelling premises, the maximum bond is an amount equal to two weeks rent.

If your lessor is also your employer and gives you a rental subsidy, the maximum bond is the greater of \$400 or the maximum bond that would otherwise apply.

It is an offence to charge a rental bond above the maximum amount allowed by the Act. It is also an offence to fail to lodge bond money with the RTA. These offences could result in penalty fines.

Lodging Bonds

The person you pay the bond to should complete a Bond Lodgement form with you and must lodge the form and your bond money with the RTA within 10 days. The Bond Lodgement form records your signature and the amount of bond you have paid. When the RTA receives your bond they will send you an official receipt with your bond lodgement number.

The RTA has an online web service that allows tenants, residents, lessors, agents, or providers, to lodge rental bonds directly with the RTA, update contact details, update shared bond details, or apply for a bond refund at the end of the tenancy. To register to use RTA web services you will need a Queensland Digital Identity (QDI).

The person you pay bond money to must give you a receipt and must lodge your bond with the RTA. Remember to keep your bond receipt as evidence. You can call the RTA on 1300 366 311 to check your bond is lodged

Shared Bonds

If you are renting with other co-tenants, all co-tenants who contribute to the bond need to sign the Bond Lodgement form with the agent or lessor. The form can show how much each person contributes to the bond.

During a shared tenancy, if there is a change in the people who contribute to the bond, you can use an RTA Change of Bond Contributors form to notify the RTA of the change. This form can be used as long as one original contributor remains. If using the RTA web services an existing tenant can use RTA web services via their QDI account to notify the RTA of the changed names on the bond. The RTA

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will email the other parties, who must respond and agree to the change within 14 days, or the change will lapse.

Bond Loans

The Queensland Department of Housing and Public Works operates Rental Grant and Bond Loan Programs to help people on low incomes access rental housing.

If you wish to apply for a bond loan you must do so before you sign a lease or move into a property. If a bond loan is approved, you will need to pay this money back during the tenancy. For more information, or to apply for a bond loan, contact your local Housing Services Office or visit <http://www.qld.gov.au/housing>.

Bond Refunds

At the end of your tenancy, you can use a Refund of Rental Bond form to apply directly to the RTA for a refund of your bond.

As a tenant or resident, if you have met your obligations under the agreement you should be entitled to get your bond back.

Rental bonds are often a major issue for tenants, particularly at the end of a tenancy when the bond is due to be refunded. If you have a QDI, you can submit an online bond refund claim using the RTA web service - <https://www.rta.qld.gov.au/rta-web-services/online-bond-refund>

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

If your bond is not lodged with the RTA

When you pay a bond, the person you pay this money to must lodge your bond with the RTA. The RTA will send you an official receipt when they receive your bond money. If you don't receive a receipt, call the RTA to see if your bond has been lodged.

Failure to lodge a bond with the RTA is an offence. If your bond has not been lodged, you can make an official complaint to the RTA Investigations Unit.

Notify the person you paid bond money to that failure to lodge your bond with the RTA is a serious offence and they may face a fine. Ask them to immediately refund your bond to you, or lodge your bond with the RTA.

If your bond is not lodged with the RTA you can also apply to the RTA Dispute Resolution Service for telephone conciliation to resolve the dispute. If you need help to recover your bond contact us for advice.

For more information see the **Rental Bonds fact sheet** or contact us for advice.

Paying the rent

Your agreement must specify how much rent you pay, and when and how you pay the rent.

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 more than bank fees and other account fees usually payable by you and is reasonably available to you. The lessor or provider must also 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.

Rent receipts and rent in advance

In most cases, you will be required to pay rent in advance when you begin your agreement. The maximum rent in advance is two weeks for either a periodic residential tenancy agreement or a rooming accommodation agreement, or one month for a fixed term residential tenancy agreement. At the time the property is advertised or offered for rent, a person cannot solicit, invite or accept an offer of rent in advance for the property that is more than these maximum amounts. Once the tenancy has commenced you can pay additional rent in advance if you wish, however it is an offence for the lessor, agent or provider to demand additional rent in advance before the rent is used up. This could result in a penalty fine.

For more information about rent payments see the **Rent and Other Charges fact sheet**.

Paying for service charges

As a tenant or resident you may be liable to pay for service charges. Any service charges that you must pay to the lessor or provider should be listed in your agreement. The lessor or provider must also give you copies of utility bills within 4 weeks of receiving the bill from the supply authority, except for water charges during a partial billing period.

General tenancies

You need to pay for any services that you have connected, such as gas, electricity and telephone. The lessor is responsible for paying outgoings such as property rates, taxes and any premiums for the premises.

In a general tenancy, 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 charge if this is stated in the agreement.

For shared services that 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 charged by the supply authority.

Water charges

You can be charged for water if your agreement states that you must pay for water and the premises are either individually metered, or water is delivered to the premises by a vehicle.

You can only be required to pay the full cost of water consumption if the premises meet water efficiency standards (3 star WELS). This means that all toilets must be dual flush, and all shower heads and internal cold-water taps must have a flow rate no greater than nine litres per minute.

If the premises do not meet water efficiency standards, the lessor must pay for a reasonable supply of water. To work out reasonable water use you could contact your local council to find out the average water use in your area. The amount of water that the lessor agrees to provide should be stated in your agreement. You should only be required to pay for water use above this amount.

When you move in, it's a good idea to record the water meter reading on your Entry Condition Report. The Entry Condition Report should also state whether the premises meets water efficiency standards. If you are unsure whether the premises meets this standard, you can request evidence from the lessor, such as a water efficiency certificate from a plumber.



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.

However, 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.

Moveable dwellings

In 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 and water, you are entitled to ask the lessor or agent 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.

Rooming accommodation

If you receive services in rooming accommodation, such as a food service, personal care or other service, your agreement should fully describe the services to be provided and state the components of the rent for each service.

In rooming accommodation, 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 utility. You must not be charged more for the utility than the amount charged by the supplier.

For more information see the [Rent and Other Charges fact sheet](#).

The Entry Condition Report

When you move in, your lessor, agent or provider should give you a prepared Entry Condition Report to complete. This form is used to record the condition of the premises at the start of your tenancy. The RTA provides three different Entry Condition Reports – Form 1a for general tenancies, Form 1b for moveable dwellings and Form R1 for rooming accommodation.

Your lessor, agent or provider should complete their part of the Entry Condition Report before you move in. They must give you a copy to fill in, either when you sign the agreement, or when you move in. In rooming accommodation, the obligation to use an Entry Condition Report only applies if you are required to pay a bond.

The Entry Condition Report is evidence of the condition of the premises when you move in. Keep a copy for your records.

You do not have to complete the Entry Condition Report while the lessor, agent or provider is present. When the agreement begins, you have 7 days to inspect the premises, add your comments to the form, sign the form, and return it to the lessor, agent or provider. Always keep a copy for your records.

When you give the lessor, agent or provider a copy of your completed Entry Condition Report, they must make a copy and give you a copy within 14 days.

It's an offence under the Act if the lessor, agent or provider does not provide you with a prepared Entry Condition Report. You can report this offence to the RTA. To record the condition of the premises you can obtain your own blank form, fill it in and provide a dated copy to the other party.

At the start of your tenancy the premises should be clean, in good repair and comply with health and safety standards.

Filling in the Entry Condition Report

The Entry Condition Report records the condition of the premises when you move in. When you move out you will need to leave the premises in a similar condition (fair wear and tear excepted). Therefore it is important to include your comments on the form.

The Entry Condition Report provides valuable evidence if you have a dispute with the lessor, agent or provider regarding the condition of the premises during the tenancy, or when you move out.

When you fill in the form, inspect the premises carefully. Check that things are working before you say they are. Test things like ovens, stove hotplates, dishwashers and lights. Note the condition of the carpet, flooring, curtains, blinds, walls and windows and the standard of the garden and exterior of the premises.

If you disagree with anything the lessor, agent or provider has written, you should write your own comments in the 'tenant' or 'resident' column. If you don't have enough room, write your comments on a separate piece of paper. Sign and date each additional page and attach them to the form.

Your lessor or provider must keep a copy of the Entry Condition Report for at least one year after the tenancy agreement ends. Failure to do so is an offence and could result in a penalty fine.

You should also keep a copy of the Entry Condition Report for your records as you may need to refer to it later, if there is a dispute.

Repairs listed on the Entry Condition Report

The Entry Condition Report may state that something is broken or needs repair. However, recording repair problems on the form does not mean the repairs will get fixed. You still need to ask your lessor, agent or provider to carry out the repairs.

You can make a note of agreed repairs on the Entry Condition Report. If the lessor, agent or provider does not agree to do the repairs, you can give them a Notice to Remedy Breach asking them to do the repairs.

For more information see the [Repairs and Maintenance fact sheet](#).

Starting a tenancy

Solving disputes

If you have a dispute with the lessor, agent or provider when you are starting a tenancy, consider these options:

- Talk to the lessor, agent or provider about the issue. If you reach an agreement, put it in writing.
- Write to the lessor, agent or provider to explain the problem and suggest a solution.
- Contact us to get information and advice about your rights and responsibilities.
- If the lessor, agent or provider is in breach of the agreement (does not meet their obligations), you can give them a Notice to Remedy Breach form which asks them to fix the problem by a due date.
- The lessor, agent or provider can send you a Notice to Remedy Breach form if you breach the agreement. It is important to fix the problem by the due date, or respond in writing if you don't agree with the notice.
- If you cannot resolve the dispute with the lessor, agent or provider, you can use a Dispute Resolution Request form to apply to the RTA free Dispute Resolution Service for telephone conciliation to resolve the dispute.
- You can apply to the Tribunal for a tenancy hearing and a final decision, if you have grounds for an urgent application, or if you have a non-urgent matter and been unable to resolve the dispute through the RTA Dispute Resolution Service. Under the Act, some Tribunal applications are considered urgent and you can apply to the Tribunal directly without going through the RTA Dispute Resolution Service. For all other non-urgent applications you will need an RTA Notice of Unresolved Dispute (NURD) and conciliation number.

- If you want to take action about a dispute be aware that time limits may apply. For more information about resolving disputes see the Resolving Tenancy Disputes Tenancy Facts.
- In some cases, failing to comply with some sections of the Act is an offence. You can contact the RTA Investigations Unit to make a complaint about an offence. The RTA can investigate complaints. If there is sufficient evidence the RTA may prosecute the person in court and seek a penalty fine.

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.