

Changes to Queensland's Residential Tenancy Laws

— By Mitchell Beck, Senior Associate

Background

The *Residential Tenancies and Rooming Accommodation Act 2008* (“**the Act**”) comes into force on 1 July 2009. The Act combines and updates existing laws that cover the renting of houses, units, caravans or movable dwellings and rooming accommodation in Queensland.

Rooming accommodation

Accommodation includes boarding houses, hostels, off-campus student accommodation, Government-run accommodation and accommodation provided by employers where the resident has a right to occupy one or more rooms (in return for rent) but not the entire premises and shares in the use of facilities such as bathrooms, kitchens and common rooms.

Brief summary of key points

Rent and rent increases

Landlords must state a fixed price when advertising rental properties. This means that auction style bidding for rental properties and advertising a range of rent e.g. \$250.00-\$350.00 per week are not permitted. Rent cannot be increased within 6 months from the previous rent increase regardless of the type of agreement (fixed term or periodic) Tenants are on. In addition, 2 months' notice is required from a Landlord before the rent can be increased.

Notices to leave

Landlords can issue Tenants with a notice to leave without stating a reason. This notice is called a notice to leave “without grounds”. To terminate a tenancy without grounds the Landlord must give at least 2 month's notice to leave if the Tenant has a periodic tenancy. If the Tenant is coming to the end of a fixed term agreement, the Landlord can give 2 week's notice to leave without grounds but this notice cannot require the Tenant to leave before the end of the fixed term.

Entry to the property

Landlords must specify on the Entry Notice a 2 hour time period during which they intend to enter the premises, for example, to inspect the premises. Entry must take place during that particular 2 hour period although the Landlord can stay in the property past the end of the 2 hour period to complete the task (this does not apply to entry by tradespeople).

Notices to Remedy Breach

If a Landlord has asked a Tenant to fix a significant breach with a Notice to Remedy Breach, the Landlord is allowed to enter within a 2 week period of the expiry of the Notice to check that the breach has been remedied.

Payment of Rent

The Act prescribes various methods by which rent must be paid. If a Landlord and Tenant agree on an alternative way to pay the rent, for example, via an internet billing service, the Landlord must give the Tenant the option to pay in at least 2 other ways prescribed by the Act. The Landlord must also disclose any additional costs to the Tenant, such as a service or joining fee.

New Standard Tenancy Agreements

For tenancy agreements entered into from 1 July 2009, Landlords and Tenants will need to complete a new General Tenancy Agreement (Form 18A) for houses and units, a new Movable Dwelling Tenancy Agreement (Form 18B) for caravans and other movable dwellings, and a new Rooming Accommodation Agreement (Form R18) for rooming accommodation. The standard terms contained in these Agreements will be amended to accommodate the changes in the Act.

For more information, please ring Mitchell Beck, Senior Associate on 07 3233 1285.