

RENTING A HOME

**Information for Tenants
in Queensland**



Tenants' Union of
Queensland Inc.

KNOW YOUR RIGHTS

The Tenants' Union of Queensland is a community based organisation providing services for and representing the interest of residential tenants in Queensland



Tenants' Union
of queensland inc

Produced by the Tenants' Union
of Queensland Inc

Illustrations by Sue Wright
Written by Annamarie A. Reyes
Produced by the Tenants' Union of Qld
First edition printed Sept 1999
Reprinted June 2004

ISBN: 0577 539 X

This booklet provides general information only
and should not be relied upon as legal advice.

Table of contents

1	What is housing like in Australia	1
2	Finding a place to rent	3
3	You've found the place you want to rent	7
4	So you've got the place	11
5	While renting the place	17
6	Leaving your tenancy ?	25
7	Getting your bond money back	30
8	Tenancy Disputes	32
9	Domestic Violence	34
10	Financial Help	35
11	Where can you get more help	36
12	Appendix	40
	a. Real Estate terms	
	b. Glossary	
	c. Tenancy forms	

If you need interpreter assistance telephone TIS, the Translating and Interpreting Service, on 131 450.

TIS interpreters can help you contact services listed in the "Where can you get more help" section of this book.

1 What is housing like in Australia

In Australia many people rent their homes either directly from owners or through real estate agents.

Some people rent government-owned housing. This type of housing is either called “public housing”, “housing commission” or “public rental program”.

Usually government-owned housing has long waiting lists, so it’s important to apply right away.

Owning a home is also popular although it can be costly.



● What other types of housing do people live in ?

Boarding houses– where you rent rooms in a private house or in a building divided into separate rooms. A caretaker looks after the premises. Kitchen, lounge, bathroom/toilet and laundry are shared.

If you rent a room in a private boarding house or hostel your rights and responsibilities are covered by a separate law call the Residential Services Accommodation Act.

Caravan parks – Caravan parks have caravans in them. A caravan is a mobile dwelling with basic facilities such as small kitchen/eating and sleeping area. Bathroom/laundry facilities are shared. Rules for renting are a bit different if you rent a caravan so be careful when you use this book and get advice if you're not sure.

Community housing – is accommodation funded by the government, run by community organisations. Tenants can often participate in the management of the housing.

Emergency accommodation – this type of housing is for those in crisis or homeless.

● Your rights if you are renting

There is a law in Queensland called the *Residential Tenancies Act*. It sets out rights and responsibilities of tenants, lessors and real estate agents. This law covers tenants who rent privately, rent in public housing, rent in caravan parks, are in accommodation provided by their employers or live in supported accommodation for more than 13 weeks.

The tenancy laws do not cover people who rent for holidays, retirement villages, hospitals and nursing homes, educational institutions, some emergency and short-term accommodation and those in boarding houses or hostels.

Reminder: If you pay bond money for residential accommodation the person you pay the bond to must lodge this bond with the Residential Tenancies Authority (RTA). This rule applies to all tenants and also applies to boarders or residents who just rent a room.

2 Finding a place to rent

What you should consider first

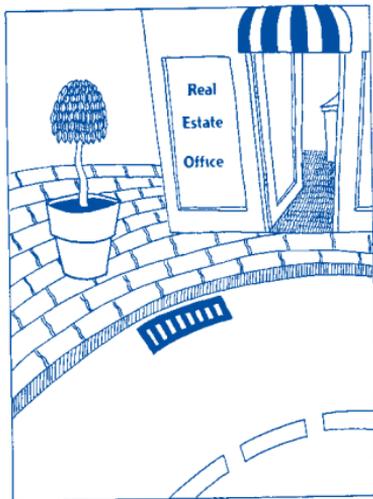
How much money can you afford to pay for rent, in a week, fortnight or month?

Is the area near your job, close to shops, school or hospital, or near buses, trains for transport?

Do you want an unfurnished or furnished place? How many bedrooms should it have? Lessors and real estate agents limit the number of people that can live in the place according to the number of bedrooms.

How do I find a place to live ?

Look in the newspapers in the “Houses to let”, “Flats to let”, “Rooms to Let”,



“Shared Accommodation” or “Board and Residence” section. Saturday newspapers usually list lots of places to rent.

The area, where the flats or houses are, is listed in alphabetical order. If you want to rent in Annerley, you will read at the beginning of the list under “A”; if it’s Zillmere you will look it up under “Z”.

OR

You can contact Real Estate Agents (REA). They manage places for property owners and list places to rent. Their phone numbers are in the telephone directory under “Real Estate Agents”.

If you’re having problems, call your local migrant service listed in the “Where can you get more help” section.

- **Another way of getting housing**

If you want to apply for public housing contact the nearest office of the Queensland Department of Housing. Look them up in the telephone directory. Rent is usually cheaper but you’ll have to wait a long time. Still put your name down, as an offer from the Department may come up.

The Department can arrange an interpreter for you.

♥ **A word of advice**

Tell the Department of Housing if you change your address while on their waiting list, so you don’t lose your turn for an offer of housing.

- **When you look at places to rent**

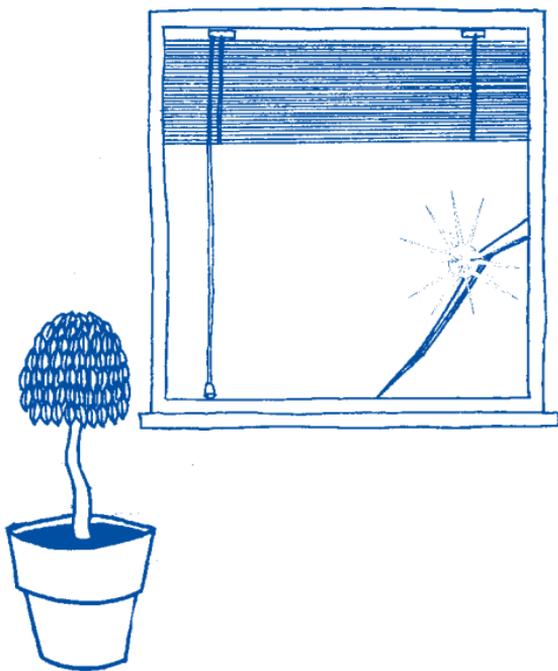
When you look for a place, start early as most places get taken quickly. Don’t be disappointed if you don’t get the first place you see. It’s important to check the place well before taking it.

Bring a friend or family member for support, a street directory so you can find places you aren't sure of and a bus, ferry or train timetable to help get there, if you don't have a car.

The lessor or REA (real estate agent) will sometimes show you the place or give you a key to look at the place. You may have to pay a key deposit – around \$50. Make sure you get a receipt. When you return the key you can get your money back.

● Check before you rent

Check everything carefully before taking the house or flat.



Is it secure, with proper locks on the doors and windows?

Does the place have proper water supply?

Does the toilet flush and taps work?

Are there leaks anywhere?

Is it clean and in good condition?

Does the stove work?

Is there a telephone connection?

♥ A word of advice

If there is something wrong with the place and you want to take it, ask the lessor or REA if they will fix it. If they agree make sure it's in writing. If you don't like the place it's alright not to take it. Ask yourself before taking the place, do I really want to live here?

● Other costs you should prepare for

Set aside money for moving costs. Besides paying rent and bond (usually equivalent to 4 weeks rent), you may have to spend money to move your personal belongings. You may also need to have the electricity, gas and phone connected in your name and pay for the costs.

Household items such as pots and pans, kitchen and eating utensils, blankets and sometimes curtains are your responsibility. You may be able to get cheap or free furniture at some charitable organisations like the St Vincent's de Paul.

3 You've found the place you want to rent

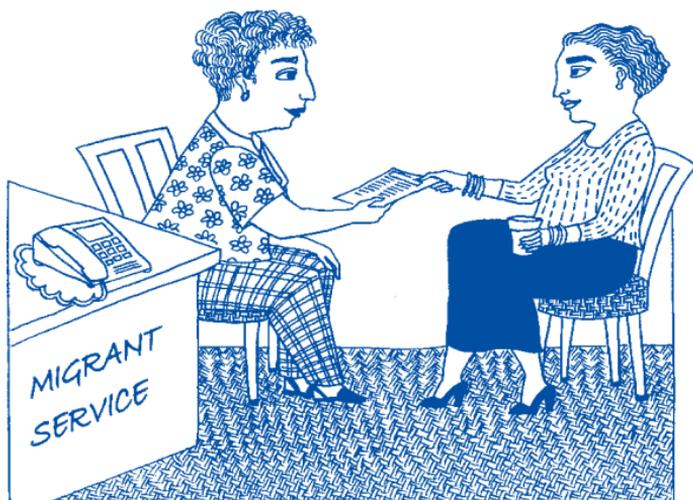
How to apply

You may be asked to fill in an application form. The form will often ask details of your income, your past lessors and other personal details.

You don't have to answer all the questions, but if you don't this may affect your chances of getting the place.

You may be asked for identification. You could use a driver's licence, a birth certificate, a medicare card, a health care card, references from previous lessors or other identification you've got.

If you've just arrived in Australia you could contact a bilingual community worker to write you a letter of support.



Do not fill in an application form unless you're sure you want to move in. Once you fill it in you still have to wait to hear whether the lessor or agent accepts your application before you have the place.

If your application is accepted, you may be bound to go ahead with the tenancy or face additional costs if you don't.

If you've handed in the application form to the lessor or real estate agent and changed your mind about taking the place, telephone them, then confirm your withdrawal in a letter to them right away.

You should not be bound by the tenancy if you told them about changing your mind before they told you you have the place.

Application fees

You might be asked to pay an application fee, it's often equivalent to one week's rent. This fee is not regulated under Queensland tenancy law. It is important that you get a receipt back.

● What happens with this fee ?

- If you get the place this money should go towards your rent or bond.
- If your application is unsuccessful or you withdraw it before they accept your application, then you should get your money back.
- If your application is accepted but you don't want to go ahead, the lessor may try to keep your money and maybe seek more money for compensation. In this case contact someone listed in the "Where can you get more help" section.

Holding deposits

A holding deposit is different from a key deposit or an application fee. It is money that you pay which gives you the exclusive choice to enter into an agreement to rent the place. The lessor or REA cannot then rent the place to anyone else during the holding period.

If no specified time period is set out in your receipt you have 48 hours to let the lessor know if you want the place *or not*. You need to let the lessor know what your decision is before the holding period ends. If you don't inform them you will not get this money back.

It is against the law if they don't give you a receipt for the deposit.

Discrimination

In Australia it is unlawful to discriminate against people on the basis of marital status, whether they are pregnant, have children; or because of gender, race/ nationality, age, impairment/ disability, religion, political beliefs/ activity or sexual orientation.



If the lessor or REA refuses you accommodation on these grounds this is against the law.

Examples of unlawful discrimination

A Muslim woman is told the property is no longer available and it is advertised again the next day.

An Aboriginal family is asked for rental references whereas non-Aboriginal families are not.

Source: Anti-Discrimination Commission Guidelines Series Number 6.

● The lessor decides

The lessor decides how many should live in the place and whether or not you can move into the place. They might check your references with previous lessors or REA and also if you are listed as a “bad tenant” on a tenancy data base.

If they say you can't have the place you should ask them why.

If you think it might be because of discrimination contact the Anti-Discrimination Commission of Queensland or talk

to a community worker listed in the “Where can you get more help” section.



4 So you've got the place

- **The residential tenancy agreement or lease**

When the lessor or REA tells you you've got the place they should give you the lease to sign. It is important to read and understand this document. The lease is a legal document. Once you sign it you are bound by it.

A lease sets out the standard terms for all tenancies and can include any special terms the lessor and tenant agree on such as mowing the lawn or removal of rubbish.



You can negotiate these terms but it should not be contradicting what is already in the law.

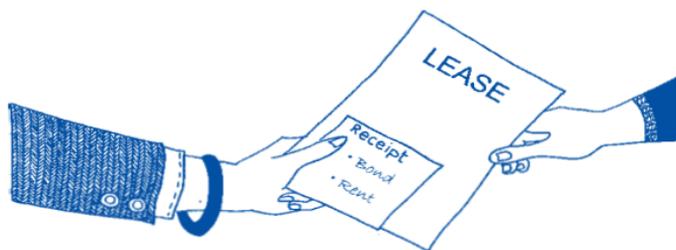
If you need to go away and read the document and the lessor refuses, then you should consider looking for another place.

You have 5 days after getting the document to return it signed to the lessor. This also has to be signed by a witness. The lessor should then return a signed copy, within 14 days.

If you move into a block of units you should ask if there are any by-laws, as there may be additional rules; eg. about keeping pets or where not to hang clothes.

● What happens if you were not offered a written tenancy agreement ?

Your lessor is obliged to give you a written agreement. If they fail to do so you are still covered by the law.



● What are some of the important parts of your lease

The following should be on your lease:-

1. The name of the tenants, the lessor and REA
2. The address of the place you're renting and if it's furnished or not
3. Whether your agreement is *fixed term* or *periodic* *
4. How much rent you pay and how often
5. Where and how this rent should be paid
6. How much bond you will pay
7. Agreements, if there are any, about charges for gas, water, electricity
8. Any special terms, for example mowing, gardening or keeping pets

- * *Fixed term agreement* - when your agreement has a definite start and end date
- * *Periodic agreement* - when your agreement has a definite start date but no end date.

Many tenancies start as fixed term agreements. When this term ends but you stay living in the place your tenancy becomes periodic.

♥ A word of advice

To see what a lease looks like you can get a copy of a standard tenancy agreement from your local Post office or the RTA. Not all REA's use this form. But they should all have similar conditions.

● Payments for bond and rent

What is a Bond ?

The lessor or REA usually asks you to pay money for bond to protect them financially if you're not able to pay rent or the place gets damaged.

When you pay bond your lessor must submit this to the RTA within 10 days, along with a *Bond Lodgement* form that you both sign. If they don't this is against the law.

The amount for bond cannot be more than 4 weeks rent unless you pay more than \$300 per week rent.

You will also receive a receipt and a bond lodgement number. If you haven't you can contact the RTA to check.

It is not compulsory for the lessor to charge a bond.

At the end of the tenancy you can claim the bond money back. The lessor may try to keep some of the money, if you don't agree you will have an opportunity to dispute that claim. See section "Getting your bond money back".

If you need help paying bond or rent see the section "Financial Help".

Rent in advance

Most lessors and REA's will want you to pay rent at the beginning of either each week, fortnight or month.

If you signed a fixed term agreement you cannot be asked to pay more than 1 month's rent in advance. If you have a periodic tenancy agreement you cannot be asked to pay more than 2 weeks rent in advance.

When you pay that rent you should not be asked to pay anymore rent money until the end of that time period.

If you pay rent by cash or cheque your lessor must provide you with a receipt. Keep all your receipts safe for future reference.

If you pay in another way your lessor must keep a record of your rent payments. They must give you a copy if you request one.

It is useful to keep your own record of rent payments.

♥ **A word of advice**

Always get a receipt and keep a record of any money you pay, your receipts are proof of payment if there are disputes about it.

● **Entry Condition report**

When you move in the lessor should give you an *Entry Condition report* with their comments on it.



It is then up to you to put in your own comments (you don't have to agree with the lessor's). For example, if there is already a stain in the carpet, or the toilet is not working properly, you should note that on the form.

You have 3 days to complete the form, sign and return it to the lessor.

If you're finding it hard to fill in the form get help from one of the places at the back of this booklet.

● Things to check when you first move in

Do you have:-

- Keys to the place
- Tenancy agreement or lease
- Receipts - for bond and rent payments
- *Bond Lodgement form* – was it sent to the Residential Tenancies Authority
- *Entry condition report*
- *An Information statement* – it sets out rights and responsibilities of tenants
(the law requires the lessor to give you one)

♥ A word of advice

Keep all your documents like the lease, condition report and receipts together in a safe place. You may find this useful if there are any disputes during your tenancy.

5 While renting the place

● Who is responsible ?

Your lessor must make sure the place is clean, in good repair and ready for you to move in at the beginning of the tenancy. During the tenancy they must do any repairs and take care of any common areas such as stairs or hallways. Your lessor must ensure the place is secure, all locks work properly and give you keys for the locks.

During your tenancy you must take reasonable care of the place and pay rent on time. If you or your visitors damage the

place you will be required to repair the damage. If you want to make any changes to the place, for example put up a shelf or paint a room, you will need to get written permission from your lessor or real estate agent. This also applies if you want to keep a pet.



The lessor must ensure that you are able to enjoy your home in peace and quiet. It is your right to have people visit you or stay overnight however you will need written permission from the lessor if you want them to move in and live with you.

You will have to pay the connection fee and bills for gas, electricity and telephone if you have your own meter for these services. If you do not have your own meter and share services with your lessor or other tenants you are only responsible for a share of these costs if it is written in your tenancy agreement. Your lessor must pay all the other charges such as rates, taxes and reasonable water costs.

If you have problems with service charges contact the places listed in “Where can you get more help” section.

♥ **A word of advice**

If you have your own water meter, record the reading of your meter in the condition report when you first move in and when you move out.

You will then get an accurate picture of how much water you used, in case the lessor tries to charge you for excess water.

- **Your privacy, and if the lessor wants to visit the place**

You have the right to peaceful and quiet enjoyment of the place and have your privacy respected. It is against the law for the lessor to enter your place without your consent or without prior written notice.



The period for the *Entry Notice* depends on the purpose of the visit. You should get 24 hours notice, for repairs or showing the place to prospective buyers/tenants, or 7 days notice in advance for inspections.

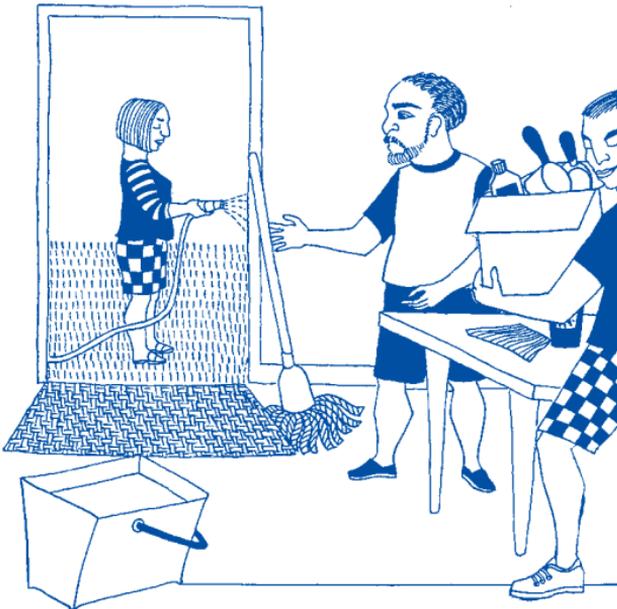
If you believe the time is unreasonable you can try to negotiate a more convenient time for them to visit. If the lessor enters without notice you can complain to the RTA or send the lessor a *Notice to Remedy Breach*. See section “Tenancy Disputes”.

- **When sharing with other people**

Share housing is quite common in Australia. Share housing is when you move in with other people who are not necessarily family and share costs for rent and bills and share household responsibilities.

If you sign the tenancy agreement with other tenants then you will be a co-tenant. Each of you will be responsible to meet the obligations of the tenancy agreement to pay rent on time and take care of the place.

If you did not sign the tenancy agreement your legal relationship is with the other tenants who signed the lease.



In share housing whoever contributes to the bond, whether they're on the lease or not, should sign the *Bond Lodgement* form.

To claim your bond money back check the section "How to get your bond money back".

If there are changes in how the bond is shared you will all have to fill in and sign a *Change of Shared Bond Arrangement* form with the RTA.

● **If you fall behind in rent payments**

If for some reason you're finding it hard to pay rent on time, inform the lessor and come to an arrangement so you can still keep up with your payments.

If you are more than 7 days late paying your rent you are in rent arrears. Your lessor can give you a written *Notice to Remedy Breach* that tells you to pay the rent within 7 days.

If you fail to pay the rent in that 7 days your lessor can then give you a written *Notice to Leave* that says you have broken the agreement and tells you to leave the place. If you fail to leave your lessor can apply to the Small Claims Tribunal (SCT) for an order to make you leave.

If you're able to catch up with rent after you received a *Notice to Leave*, you can ask the lessor to withdraw the Notice, so you can stay, but they don't have to agree to this. If they agree to withdraw the notice get the agreement in writing.

♥ A word of advice

If you are in rent arrears three times in 2 years and the lessor has given you a *Notice to Remedy Breach* twice already, then they can go to court to make you leave.

● Rent increase

If you have a periodic tenancy the lessor must give you 2 months notice in writing before the rent increase starts. If you have a fixed term agreement the rent cannot be increased unless your agreement says it can. If it says it can then the lessor should give you 1 month's written notice before the rent increase starts. If the actual date is specified in the agreement then that may be enough notice.

♥ A word of advice

You have 30 days to dispute the proposed rent increase to the RTA in periodic tenancies; with fixed tenancies you'd have to do it before your agreement expires.

● What to do with repairs

As long as you or your visitors have not caused the damage, the lessor will be responsible for repairs.

You should:

1. Tell the lessor about the repair problem as soon as you notice it.
2. If they don't do anything about it you can send a *Notice to Remedy Breach* to the lessor giving them 7 days to fix the problem.

3. If they still don't fix it after 7 days, you can send a *Dispute Resolution Request* to the RTA. The RTA will attempt to get an agreement between you and the lessor about the issue. If the problem is serious you can end the tenancy by sending a *Notice of Intention to Leave*, but get advice from the places listed in the section "Where can you get more help" before you do this.
4. If the problem is not resolved by agreement you will receive a *Notice of Unresolved Dispute*. You can then apply for a hearing in the SCT to get an order for the repairs to be done or have the rent reduced.



- **Emergency repairs**

Queensland law outlines what is considered an emergency repair, for example, burst hot water system, blocked toilet, a gas leak and many others. Your tenancy agreement will detail who to contact for emergency repairs, usually the lessor or their plumber or electrician.

You must make serious attempts to contact the lessor or their repair person. If you cannot contact them, or if they do not fix the problem, you can employ a qualified person to do the emergency repair.

The maximum amount you can spend is equal to two weeks rent. Get a receipt for any work that you pay for.

If the lessor refuses to reimburse you for the repair costs you can apply to the Tribunal for an order about the cost.

Often tenants do not have the money to do emergency repairs themselves.

If repairs are urgent and affect your health or safety you can apply for an urgent tenancy hearing in the Small Claims Tribunal. At the hearing the Tribunal can order that the lessor or agent do the repairs by an agreed date.

♥ **A word of advice**

Don't stop paying rent as a way of getting repairs done. It gives the lessor a reason to end your tenancy.

6 Leaving your tenancy ?

Fixed term agreement - when your agreement has a definite start and end date.

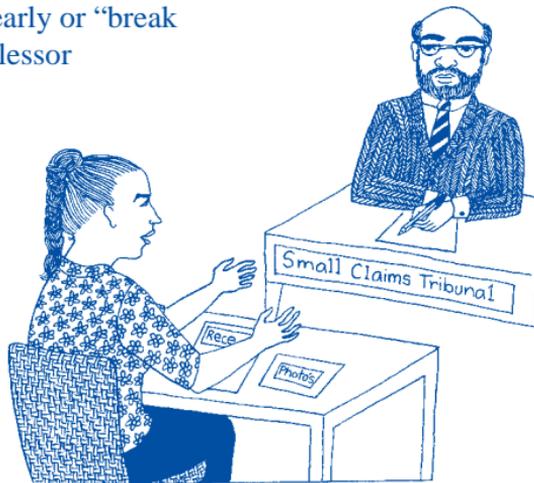
Periodic agreement - when your agreement has a definite start date but no end date.

Many tenancies start as fixed term agreements. When this term ends but you stay living in the place your tenancy becomes periodic.

● Ending a fixed term tenancy

If you are coming to the end of the fixed term tenancy and you want to leave, you should send a *Notice of Intention to Leave* before your agreement ends, giving 14 days notice. The date you want to leave must not be before the end date of the agreement.

The general rule is that you cannot leave a fixed term tenancy earlier than the end date. If you do leave early or “break the lease” the lessor may try to claim:



- The cost of rent until a new tenant moves in or until the lease expires
- Note that the lessor is obliged to find a new tenant as soon as possible.
- Advertising costs
- A reletting fee equal to one weeks rent. This fee will apply if the lessor pays a REA to find a new tenant.

They are likely to try and claim this money from your bond but the lessor may try to claim more money in addition to your bond.

If you need to leave a fixed term tenancy early you can:

- Try to reach an agreement with the lessor. Make sure this is in writing and states when you will leave and what is the last date you need to pay rent.

OR

- Find someone else to replace you and have them sign a new lease on your place.

OR

- File an application in the SCT to leave early due to “excessive hardship”, for example that you have lost your job or have a serious illness, or some other good reason why you can’t stay there. You will need some proof.

● **Ending a periodic tenancy**

If you want to leave, you have to send the lessor a *Notice of Intention to Leave* two weeks before the date you intend to move out. Make sure you allow an extra 2 days for delivery by post.

Other reasons why you might end your tenancy.....

You may end your tenancy if:

- the lessor breaks the agreement with you or repeatedly breaches conditions in the tenancy;
- the place is no longer livable;
- if the lessor or another co-tenant has or is likely to hurt you or your visitors, or create serious damage to your belongings; or,
- if the lessor's behaviour has become objectionable.

● **What happens if the lessor wants you to leave ?**

The lessor can't just make you leave without proper notice.

If you have a periodic tenancy then you should get 2 months written Notice to Leave.

If you have a fixed term tenancy that is coming to an end, the lessor needs to give you 2 weeks written notice to leave but cannot ask you to leave before the end date of the tenancy.

The lessor can't make you leave before the end date unless you have breached the agreement, or in some limited circumstances, such as: excessive hardship; the place is no longer livable; the tenant is causing serious damage; or because of objectionable behaviour.

If you breach the agreement the lessor can give you a *Notice to Remedy Breach*. If you do not fix the breach within 7 days they can then give you a *Notice to Leave*.

If you receive a *Notice to Leave* it should state the address of the place, the date the tenancy will end, reasons why they want you to leave, or say that they want you to leave with no reason, and be signed by the lessor. If this is not the case then the notice may not be valid.

You have to pay rent until the day you move out.

If you don't agree with the *Notice to Remedy Breach* or *Notice to Leave*, lodge a *Dispute Resolution Request* form 16 with the RTA immediately as you only have 7 days to respond.

If it is urgent you can go straight to the SCT.

You can ask for help from the places mentioned at the back of this booklet.

● The Exit condition report

In the last few days of your tenancy you should fill in an *Exit Condition Report*, where you write your comments about what condition you have left the place in.

Try to meet with the lessor to go through the place together and each fill in your parts of the *Exit Condition Report*.



Otherwise send 2 copies of this form to the lessor or REA as soon as possible at the end of your tenancy. The lessor then has to complete their section within 3 days and send the form to your forwarding address.

It is very important to fill in this form. It is your evidence if you have to argue about getting your bond money back.

● **Other things to remember when leaving**

Return your keys on the last day of your tenancy or you may be charged with extra rent.

Carpet cleaning – The law says that you have to leave the place in the same condition as when you moved in. If the carpets were professionally cleaned before you moved in, then you should do so when you leave.

Pest control – You are not usually responsible for pest control however if you had pets, you should get the place fumigated for fleas. Give copies of any receipts for the cleaning and pest control to the lessor .

♥ **A word of advice**

At the end of your tenancy before returning your keys you could take photographs of the place and take friends or neighbours to see the place. This can be evidence of the condition of the place when getting the bond back.

7 Getting your bond money back

If both you and the lessor agree about you getting the bond back you can both fill in and sign a *Refund of Rental Bond* form when you move out of the place.

You send the form to the RTA or take it to a Post Office. If you go to the Post Office you'll need some identification such as a passport or driver's licence with a photo to get paid straight away.

- **What if you and the lessor don't agree on the bond payment ?**

If you and the lessor do not agree how the bond should be paid out send your *Refund of Rental Bond* form to the RTA with your signature as soon as possible, even if the lessor won't sign it.

If the RTA receives your form first the lessor has 14 days to dispute your claim, otherwise the bond will be paid to you.

If the lessor gets their form in first, then you must dispute it within 14 days with a *Dispute Resolution Request* form, otherwise the lessor will be paid the bond.

You can get help by contacting the places listed at the back of the book.



- **What can the lessor or real estate take out from your bond?**

- Unpaid rent during the tenancy;
- Costs of damages caused by the tenants or their visitors;
- Costs for cleaning the premises or yard if the tenant failed to return the place in the condition that it was in the beginning of the tenancy;
- Costs compensating the lessor if the tenant broke the agreement, for example-reletting fees, lost rent and advertising costs.

You can dispute any costs you don't agree with.

Renovation and repainting, for example, is not the responsibility of the tenant unless the damage is caused by them or their visitors. This is part of the general wear and tear of the place that is the responsibility of the lessor. These costs should not be taken out of the bond.

If your bond is being held up by your former lessor contact someone listed in the section "Where can you get more help".

♥ **A word of advice**

Let the RTA know of your new address so when they send your bond back in 48 hours, it will get to the right place.

- **Do you want to transfer your bond to your new place ?**

You can do this by filling in the *Transfer of Bond form* from the RTA. Make sure that it's signed by you and the lessor or REA. You can't transfer a bond if it's under dispute.

If you need assistance with bonds contact the places listed in the "Where can you get more help" section.

8 Tenancy Disputes

If you think the lessor is breaching the agreement, eg. not doing repairs or entering without notice, you can send them a *Notice to Remedy Breach* which gives them 7 days to fix the breach.

If they don't fix it in that time, you can lodge a *Dispute Resolution Request* form 16 with the RTA. They hold a conciliation session, usually on the phone, to assist you to come to an agreement with the lessor.

If you and the lessor cannot agree, the RTA will send you a *Notice of Unresolved Dispute* and with this you can request a hearing at the SCT.

The lessor can also use the same process if you are in breach. If you receive a *Notice to Remedy Breach* which you don't agree with, you have 7 days to dispute it with a *Dispute Resolution Request*.

● Small Claims Tribunal

If tenancy problems can't be sorted out through the process set out above the next step is to ask for a hearing in the SCT.

In some instances an Urgent Application can be made to the SCT for a hearing. That means you do not have to use *Dispute Resolution Request* before asking for a SCT hearing.

It is generally inexpensive to file a claim and no one is allowed to use lawyers.

You can however bring along a community worker or support person and ask permission for them to go in with you.

The Tribunal will arrange an interpreter if you let them know in advance.

The person who makes decisions in the Tribunal is called the “Referee”. He or she will listen to both sides of the story and will make an order about what should be done, for example ending the tenancy, getting repairs done or reimbursement of costs, depending on the type of dispute.

● What is the “bad tenant” database

Tenancy databases are sometimes called “tenant blacklists”. They are a nationwide list of tenants who are seen to be “a bad risk” by REA’s.

REA’s can access the database and find out if a tenant is listed or they can add a tenant’s name to this list.

If you are listed on the database you might find your application for tenancy rejected.



In Queensland tenancy laws set out reasons when agents can list tenants on a tenancy database. Agents must also tell tenants if they plan to list them on a database.

If you dispute a database listing you can apply to the Small Claims Tribunal for an urgent hearing to stop the agent listing your name, or to have your name taken off the database list.

If you come across problems with tenancy databases, contact an organisation listed at the back.

9 Domestic violence

In Australia there are laws against abusive and violent behaviour by your spouse or defacto. Domestic violence includes your spouse or defacto injuring or threatening to injure you or your family, intimidating or harassing you or your family, or being abusive towards you mentally, emotionally, physically, or damaging your property.

As a tenant you can take action to remove the violent person from the place you're living in or terminate the tenancy because of domestic violence.

To take either of these actions you can make an "urgent application" to the SCT. You will need some evidence of the domestic violence.

Call the Domestic Violence Telephone service on freecall 1800 811 811 for more help or organisations listed at the back.



10 Financial Help

Bond Loans

If you don't have enough money to pay for bond you can apply to your local office of the Department of Housing for a Bond Loan. You must apply before you move in.

You then pay money back every month to the Department until you've paid back the full amount.

Rental Grant

If you get a Bond Loan you may also be eligible for a Rental Grant. It's a once-only grant of two weeks rent for your new accommodation and you don't have to repay it.

Contact the local area office of the Department of Housing to apply.

Rent Assistance

You can contact Centrelink to find out if you are eligible for Rent assistance – this is money to help pay rent if you are on a low income. The amount of money you can get depends on how much rent you pay and whether you have children or dependents.

11 Where can you get more help

TRANSLATING AND INTERPRETING SERVICE (TIS)

For interpreter assistance ring TIS on 131 450

TENANTS' UNION OF QUEENSLAND –

Provides tenants with assistance and advice on tenancy law issues. www.tuq.org.au

Statewide Telephone Advice Service

Monday - Friday 9am - 4pm

Ph: 3257 1108 (Brisbane callers)

Ph: 1800 177 761 (callers outside Brisbane)

Statewide Office - Brisbane

28 Robertson St Fortitude Valley

North Queensland Office - Cairns

208 McLeod St Cairns

TENANT ADVICE AND ADVOCACY SERVICES (TAAS)

TAAS are workers in your local area who can help tenants with information and assistance with tenancy and housing problems.

INNER SOUTHERN SUBURBS

Brisbane Inner South TAAS (West End Office)

Phone 3844 9814

OUTER SOUTHERN SUBURBS

Outer Southern Suburbs TAAS (Acacia Ridge Office)

Phone 3277 7583

WYNNUM / MANLY / REDLANDS

Bayside Tenant Advice and Advocacy Service

Phone 3893 0016

LOGAN / ALBERT / BEAUDESERT

Logan River Valley TAAS

Phone 3208 8736

IPSWICH & SURROUNDS

Ipswich Tenancy Advocacy Services Inc
Phone 3281 5409

INNER NORTHERN SUBURBS

TAAS Inner North (New Farm Office)
Phone 3358 3951

OUTER NORTHERN SUBURBS

Northern Suburbs TAAS
Albion Office Phone 3262 9555
Stafford Office Phone 3857 8686

BRISBANE NORTH REGION

Near North TAAS (Burpengary Office)
Phone 3888 3577 - 1800 809 700

REGIONAL

ATHERTON TABLELANDS

Tableland Tenancy Advice Service
Phone 4091 3128

BOWEN

Bowen TAAS
Phone 4786 3735

BUNDABERG & SURROUNDS

Bundaberg TAAS (Q)
Phone 4153 2957

CAIRNS & SURROUNDS

Access Community Housing, TAAS
Phone 4031 6733

GLADSTONE & REGION

Gladstone TAAS
Phone 4976 6360

GOLD COAST (NORTH)

TAAS (Q) Gold Coast North (Southport)

Phone 5591 1102

GOLD COAST (SOUTH)

TAAS(Q) Gold Coast South (Palm Beach)

Phone 5598 3230

GYMPIE/SOUTH BURNETT

Tenant Advice Service

Phone 5482 7623

HERVEY BAY/MARYBOROUGH

Fraser Coast TAAS

Phone 4124 1523

MACKAY

Tenant Advice Mackay

Phone 4957 6334

MT ISA/NORTH WEST REGION

Mt Isa TAAS

Phone 4743 9659 / 1800 671202

ROCKHAMPTON/CENTRAL HIGHLANDS

TAAS (Q) Rockhampton Office

Phone 4922 7411

ROMA & DISTRICT

Roma TAAS

Phone 4622 3644 / 1800 620 663

SUNSHINE COAST

Sunshine Coast Regional Housing Council

Phone 5476 0555

TOOWOOMBA & REGION

Toowoomba TAAS

Phone 4616 9707

TOWNSVILLE & REGION

Townsville TAAS (Q)

Phone 4772 5617 or 1800 772 561

WHITSUNDAYS

Tenancy Advice and Advocacy Service

Phone 4946 6449

CARAVANS

Caravan & Manufactured Homes Residents

Assoc (CAMRA)

Phone (07) 3893 0733 / 1800 061 142

RESIDENTIAL TENANCIES AUTHORITY (RTA)

The government Authority that holds bond money and provides tenancy forms and a free dispute resolution service for tenants, lessors and agents.

Phone: 1300 366 311 www.rta.qld.gov.au

DEPARTMENT OF HOUSING

Phone: 3227 7111 and ask for your local area office or look in the telephone directory under Housing.

ANTI-DISCRIMINATION COMMISSION OF QUEENSLAND

Phone: 1300 130 670

CENTRELINK

Enquiries in languages other than English

Phone: 13 12 02

DOMESTIC VIOLENCE TELEPHONE SERVICE

Phone: 1800 811 811

MIGRANT SERVICES

Multicultural Affairs Queensland Phone 3224 5690

Ethnic Communities Council of Queensland

Phone (07) 3844 9166 (Brisbane).

For interpreter assistance call TIS on 131 450

12 Appendix

a. Real Estate Terms

p/f	part furnished
f/f	fully furnished
n/s	non-smoking
cls tpt	close to public transport
t'house	townhouse
b.ins	built in wardrobes
l.u.g or l.u.	lock up garage
bk	brick
brm	bedrooms
locn	location
\$_pw	amount of rent per week
lge	large
cpts	carpets
u/c	under cover
s.c.	self-contained
l/s	low set
f'fenced	fully fenced
ph(w)	telephone number at work
ph(h)	telephone number at home

Abbreviations

REA	Real Estate Agent
RTA	Residential Tenancies Authority
SCT	Small Claims Tribunal

(See Glossary for more explanation)

b. Glossary

Agreement

When one person makes an offer that is accepted by the other person.

Breach

When the Lessor or Tenant fails to fulfil their obligations set out in the tenancy Agreement or the Residential Tenancies Act.

By-Laws

The rules that apply to you in addition to the terms of your tenancy if you live in a block of flats or units. You should read a copy of these. Ask for one from the lessor/Real Estate Agent.

Compensation

The amount of money paid to either the Lessor or Tenant if they suffer some loss as a result of a breach of the agreement by the other person.

Evidence

Information as proof either verbally, in writing or through photos etc. to prove what you are saying.

Fixed Term Tenancy Agreement

A tenancy agreement that has a definite start and end date. Usually 6 or 12 months but can be for any length.

Landlord

See "Lessor"

Lease

See tenancy agreement

Lessor

Also "landlord", is the owner of the place, who rents it out to tenant/s.

Periodic Tenancy Agreement

A tenancy agreement that has a starting date, but no definite end date. You also have a periodic tenancy agreement when a fixed term tenancy ends and the tenant remains renting the place without signing a new fixed term.

Real Estate Agent (REA)

A person who is asked by the Lessor to manage the rental place and collect rent on the Lessor's behalf. The Lessor pays a fee to the Real Estate Agent for this service.

Receipt

A written document given to you when you pay money to someone else. You keep this to prove that the money has been paid.

Referee

The person who hears disputes and makes orders in the Small Claims Tribunal.

Rent

The amount of money that you give weekly, fortnightly or monthly to the Lessor or Real Estate Agent to pay for your place.

Residential Tenancies Authority (RTA) - is the government authority that administers rental bonds, provide information on tenancy, conciliates disputes between tenants and lessors and investigates/prosecutes offences under tenancy law.

Small Claims Tribunal (SCT) it is an informal court of law. The SCT makes decisions on tenancy law disputes.

Special Terms

Extra terms in a lease that the Lessor and Tenant agree about that are specific to the tenancy.

Supported accommodation

Accommodation provided by community groups to people in need. Often short to medium term.

Tenant Advice and Advocacy Service

Workers in your local area who can provide information and assistance with your tenancy and housing problems. They are listed in the telephone directory under the letter "T" for "Tenancy Advice".

Telephone Directory

Books with lists of names, phone numbers and addresses of people, government organisations and businesses. Names are listed alphabetically. Delivered free to people's homes or available at Post Offices.

Tenancy agreement

An agreement between a tenant and lessor or REA to rent residential premises

Tenant

The person who rents the place from the lessor and is on the tenancy agreement.

Urgent Application

Applications that will be heard by the Small Claims Tribunal quickly and without the need to go through conciliation at the Residential Tenancies Authority.

c. Tenancy Forms

Form 1a or Form 1b – Entry Condition Reports.

Form 2 – Bond lodgement.

Form 3 – Transfer of Bond.

Form 4 – Refund of Rental Bond.

Form 6 – Change of Shared Bond Arrangement.

Form 9 – Entry Notice.

Form 10 – Notice of Lessor’s Intention to Sell Premises.

Form 11 – Notice to Remedy Breach.

Form 12 – Notice to Leave.

Form 13 – Notice of Intention to Leave.

Form 14a or 14b – Exit Condition Report.

Form 15 – Abandonment Termination Notice.

Form 16 – Dispute Resolution Request.

Form 17a or 17b – Renting in Queensland.

Form 18a or 18b – Model Tenancy Agreement.

(Get these forms from the Residential Tenancies Authority (RTA), their website at www.rta.qld.gov.au or from Post Offices in Queensland)

Acknowledgements

The Tenants' Union of Queensland is indebted to the members of the Project Reference group of the NESB Tenancy Law Publications Project and members of the non-English speaking communities of Queensland. Their free time given and relentless effort to take the project to its completion gave birth to the booklet *"Renting a Home, Information for Tenants in Queensland"*.

This booklet was produced by the Tenants' Union of Queensland and funded by the Department of Housing Tenant Advice and Advocacy Services Program.

The Tenants' Union of Queensland is an independent community organisation funded from interest on tenant bonds managed by the Residential Tenancies Authority and administered by the Queensland Department of Housing

