

# Renting a place

## Information for students



### Things to consider first

How much can you afford to pay? Remember you still need to eat, pay for books and transport!

What area do you want to live in? Does it have access to transport, university, work, shops, friends etc?

Do you want to share with others or rent a place on your own? Many students share accommodation because it is more affordable.

### Rental Costs

When you rent through a real estate agent you must usually pay 2 weeks rent in advance and a bond, which is usually equal to 4 weeks rent.

Moving into a new place you may also have to pay service connection fees and security deposits for electricity, gas and telephone connections.

If you set up a house or flat you may also need to purchase furniture or other household items. Opportunity shops, student notice boards and garage sales are great for second hand bargains.

It's expensive to set up your own place. If you decide to move into an established share house you may be able to avoid some of these set up costs.

### Looking for a place to rent?

Check university or community notice boards. Most university accommodation services also have on-line accommodation listings.

Look in the newspapers in the "Houses to Let" "Flats to Let" or Rooms to Let" sections.

Contact real estate agents in the area you want to rent in. Many agents also have on-line listings.

### Things to check out!

Is the place clean and in good repair? Check the stove, plumbing, toilet, shower and taps to confirm they are in working order.

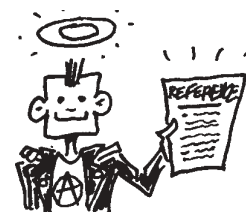
Is the place secure? Check the locks, windows, entrances and exits. What about privacy? What is the agent or lessor like? Are they polite and friendly to deal with?

What about costs? Are services such as gas and electricity connected? Are services individually metered or shared with others?

### Applying to an agent for a place

Most rental properties in Queensland are managed by real estate agents. When you apply for a place through a real estate agent you will usually be asked to fill in an application form.

You will need to provide identification, proof of income and references. If you haven't rented before get personal references from teachers or employers.



When you apply for a tenancy keep a copy of your application form. Once the agent tells you that the lessor (owner) has accepted your application, you may be bound to go ahead with your offer to rent the place.

If you decide you don't want the place you must let the agent know, before they tell you that the lessor has agreed to rent the place to you.

### Looking for a share house?

When you answer an ad to rent a room in a share house you will need to check out the place and meet all the household members first, to find out if you have compatible lifestyles and interests.

Ask about rent and bond payments. How does the household manage shopping, cooking and cleaning? What happens with shared bills?

If the house is rented who is on the lease? Do they have written permission to rent out a room to you?

What about your tenancy agreement? Will you just rent a room and have an agreement with the other tenants, or will you sign the tenancy agreement and become a co-tenant with equal rights and responsibilities for the tenancy?

Share housing can be a great experience or it can be a disaster. Choose carefully. It is important to ask questions and have a clear agreement about your rights and responsibilities (preferably in writing) before you decide to move in somewhere.



This fact sheet is intended as information only and is not intended to constitute legal advice. If you need advice in relation to a specific tenancy issue contact a tenancy advice service.

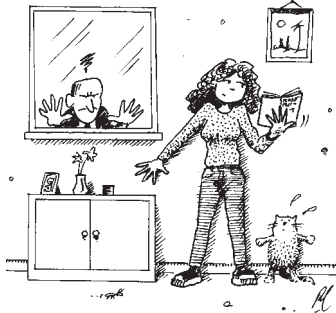
## What laws protect my rights?

When you rent a place the laws that apply to you will depend on the type of accommodation that you rent and the agreement that you have with the accommodation provider.

If you rent a house, flat or caravan you are a tenant and your tenancy rights and responsibilities will be covered by the Queensland Residential Tenancies Act.

If you rent a room and share bathroom or kitchen facilities with other residents, or receive services such as meals, your accommodation rights and responsibilities will be covered by the Residential Services Accommodation Act. This Act covers accommodation provided by service providers who rent rooms to 4 or more residents.

Queensland laws do not cover some types of rented accommodation, such as student accommodation provided by an educational institution, or rented rooms in a share house or with a host family. In these situations your rights and responsibilities will be set out in any agreement you have with the person you rent from.



### Where can I get information about renting?

If you need information or are unsure what laws apply to your accommodation contact the Residential Tenancies Authority or a tenant advice service for information and assistance.

#### The Residential Tenancies Authority

The Residential Tenancies Authority (RTA) is the Queensland government body that oversees Queensland tenancy laws. The Authority provides information on the Acts, holds bond money during the tenancy, investigates offences against the Act and provides a free dispute service that can assist parties to resolve disputes.

Information is available from the Authority's telephone information service on 1300 366 311. You can access fact sheets and tenancy forms on-line at [www.rta.qld.gov.au](http://www.rta.qld.gov.au). RTA tenancy forms are also available from Post Offices in Queensland.

#### The Tenants' Union of Queensland

The Tenants' Union is a statewide community organisation. The Union assists tenants with services including a statewide telephone advice service Ph 32571108 or 1800 177761 for callers outside Brisbane. The Union's Fast Facts on Tenancy publications are available on-line at [www.tuq.org.au](http://www.tuq.org.au)



#### Tenant Advice and Advocacy Services

Tenant Advice and Advocacy Services (TAAS) are local community based services that assist people who rent. These services provide tenants and residents with free advice and assistance in relation to tenancy issues. These services are listed under "T" in the telephone directory.

## Starting your tenancy right

The Residential Tenancies Authority (RTA) oversees renting laws in Queensland. The Authority produces a number of important tenancy forms including the Information Statement, a booklet on renting in Queensland, which your lessor or agent must give you at the start of your tenancy. RTA forms, including standard tenancy agreements are available from Post Offices in Queensland, the RTA, or online at [www.rta.qld.gov.au](http://www.rta.qld.gov.au).

### Is your tenancy agreement in writing?

Your lessor or agent must give you a written tenancy agreement. This agreement is a legal contract so read it carefully before you sign it. The agreement should include any special terms that you and the lessor have agreed to. Your lessor must give you a copy of the signed agreement.

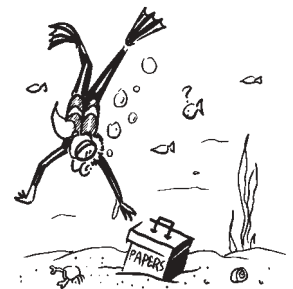
Your tenancy agreement can be for a "periodic" week-to-week tenancy, or can be a "fixed term" agreement for an agreed minimum term, such as 6 or 12 months.

If your lessor doesn't give you a written agreement they are breaking the law. However tenancy laws still apply, even if you don't have a written agreement.

### Do you have evidence of your rent and bond payments?

When you start a tenancy you will usually be asked to pay bond money and rent in advance. If you pay rent or bond by cash or cheque you must be given a receipt. Always keep evidence of rent or bond payments in a safe place.

The maximum rent in advance you can be asked to pay is 2 weeks for a periodic agreement or 4 weeks for a fixed term agreement. The maximum bond that can be charged is equal to four weeks rent. There is no maximum limit for bond if your rent is more than \$300 per week.



### Is your bond lodged with the RTA?

The person you pay your bond to must lodge this money with the Residential Tenancies Authority during your tenancy. This applies to all bonds including bonds paid for rooms in hostels, boarding houses or shared accommodation.

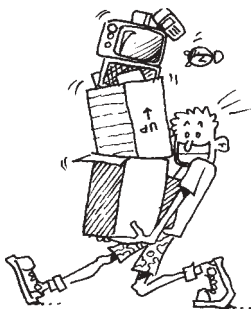
The Authority has a **Bond Lodgement** form that must be completed and sent into the Authority with your bond money. This form provides a record of your signature. In shared accommodation separate bonds can be lodged for individual agreements with sub-tenants or lodgers. A **Change of Shared Bond** form can be used to update signatures for shared bonds.

When the Authority receives your bond they will send you an official receipt that includes your bond lodgement number. If you don't receive this receipt within 3 weeks call the Authority to confirm that your bond has been lodged.

When you move out you can use a **Refund of Rental Bond** form to apply to the RTA for your bond refund. At the end of your tenancy your lessor or agent may claim money from your bond if you fail to leave the place clean or owe money for rent or damage.

## Moving in

When you move in your lessor or agent must ensure that the premises are clean, in good repair and fit for you to live in. The lessor or agent must also give you a completed Entry Condition Report for you to fill in.



### Have you completed your Entry Condition Report?

You must use the **Entry Condition Report** to record the condition of the premises. Note anything that is dirty, worn, damaged or marked, especially carpets and walls. This form is your evidence of the condition of the place when you move in.

When you move out you must use an **Exit Condition Report** (from the Post Office or the RTA) to record evidence of the condition of the place when you leave. If you want extra evidence it is also useful to take photos.

If the lessor disputes your bond refund when you move out you may need to refer to your photos and to the evidence in your Entry and Exit Condition Reports to resolve the dispute.

## During your tenancy

**Rent Payments and Receipts:** You must pay the rent in accordance with your agreement. Your lessor or agent must give you a receipt or keep a record of your rent payments. Keep all tenancy documents, including rent receipts or other evidence of your rent payments, in a safe place.

**Repairs and Maintenance:** During your tenancy the lessor/agent is responsible for repairs and maintenance. If repairs are needed you should notify your lessor in writing. You can use a **Notice to Remedy Breach** form to do this. Remember to keep a copy for your records.

You are responsible for your actions and those of your visitors. If you or your visitors damage the premises you must fix the damage. When you move out you must leave the place clean and in a similar condition to when you moved in.

**Privacy and Entry:** The lessor must allow you peace and privacy in the premises. If the lessor or their agent want to enter the premises they must have a lawful reason and must give you a written **Entry Notice**. Exceptions include emergency situations or if you agree to the entry.

In most cases you must be given 24 hours written notice or 7 days notice for an inspection. Inspections can only be carried out once in any 3 month period. Entry must be at a reasonable time.

**Change of tenants:** You must have written agreement from the lessor if you want other people to move into the premises with you, or if you want to move out and transfer your tenancy to a replacement tenant. The Act says the lessor should not unreasonably refuse you permission to sublet the premises or transfer your tenancy to a new tenant. The agent may ask the new tenants to fill out an application form and sign a new tenancy agreement



## Solving tenancy disputes

### If your lessor or agent breaches the agreement.

If your lessor or agent breaches the agreement during your tenancy (eg: fails to do repairs or breaches your privacy) you can issue a **Notice to Remedy Breach** form. This form must give the lessor at least 7 days to "remedy" the problem.

### If you breach the agreement.

If you breach any terms of your tenancy agreement the lessor or agent can send you a **Notice to Remedy Breach** form requesting that you fix the problem. If you fail to respond to the notice by the due date the lessor or agent can issue you with a Notice to Leave.

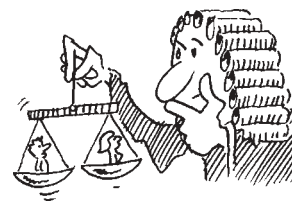
### The RTA Dispute Resolution Service

The Residential Tenancies Authority (RTA) has a free dispute resolution service that can assist tenants and lessors to solve tenancy disputes. If you cannot solve a problem by talking with your lessor or agent, or by writing them a letter, you can send a **Dispute Resolution Request** form into the RTA.

If the RTA cannot assist you and the lessor to reach an agreement they will send you a Notice of Unresolved Dispute. You can then apply to the Small Claims Tribunal for a tenancy hearing.

### Tenancy hearings in the Small Claims Tribunal

The Small Claims Tribunal has the power to hear disputes about tenancy issues. At the Tribunal a Referee will listen to the evidence presented by each side and will make a final decision about the dispute.



In most cases, before you can apply to the Tribunal for a tenancy hearing, you must first attempt to resolve your dispute using the RTA Dispute Resolution Service. However, in some cases defined in the Act as "urgent", you can apply to the Small Claims Tribunal for a tenancy hearing without first applying to the RTA for Dispute Resolution.

### Urgent applications to the Tribunal include:

- an application about urgent repairs that affect the health and safety of the tenants.
- an application by the tenant to terminate the tenancy due to: excessive hardship experienced by the tenant, damage or injury by a co-tenant, domestic violence by a spouse, or repeated breaches or objectionable behaviour by the lessor.
- an application disputing that you have abandoned the premises or disputing the way that the lessor has dealt with your goods left on the premises.
- an application by the lessor or agent to terminate the tenancy because of the tenant's failure to pay rent, objectionable behaviour, repeated breaches or failure to leave.
- an application by a tenant to dispute a proposed or existing listing on a "bad tenant" tenancy database.

The RTA information booklet "Handling Tenancy Disputes in the Small Claims Tribunal" is available on the RTA website.

## You Want to Leave

If you want to leave the tenancy you must give the lessor or agent a written **Notice of Intention to Leave**. The notice you must give will vary depending on the type of tenancy you have and the reason you are leaving. If you have a periodic tenancy agreement, or want to leave at the end of your fixed term agreement, you must give your lessor or agent at least 2 weeks written notice.

### Your liabilities if you break a fixed term agreement early:

If you break a fixed term agreement early the lessor can claim compensation from you for any financial loss they suffer. This loss may include rent until replacement tenants move in, advertising costs and a reletting fee, equal to one weeks rent. The lessor must take reasonable steps to find replacement tenants and must minimise any financial loss.

**Transfer:** If you need to break your agreement you can advertise for a replacement tenant to take over your tenancy. You must get written agreement from the lessor or agent before a new tenant can move in. The new tenant will usually need to sign a new tenancy agreement with the agent or lessor.

**Mutual termination agreements:** If you and your lessor or agent agree to end the tenancy this agreement must be put in writing. Try to reach an agreement that is "in full and final settlement of all claims" and includes what will happen to the bond and whether any compensation must be paid.

**Ending your tenancy due to excessive hardship:** If you need to end your tenancy because of personal hardship you can apply to the Small Claims Tribunal for an Urgent hearing for a Termination for Excessive Hardship. The Tribunal may agree to terminate your fixed term tenancy early but your lessor may still seek compensation from you for their loss.

### Your lessor ends the tenancy

Your lessor or agent must give you a written **Notice to Leave** if they want to end your tenancy. The notice you get will depend on the type of tenancy you have and the reason they are asking you to leave. If you have a periodic tenancy your lessor can give you two months Notice to Leave without grounds at any time. If the premises are sold the lessor can give you 4 weeks notice.

If the lessor or agent wants you to leave at the end of your fixed term tenancy they must give you at least 2 weeks written notice. Your lessor cannot ask you to leave before the agreement ends, unless you seriously breach the agreement and fail to remedy the breach.

### What if you fail to leave?

If you receive a Notice to Leave and disagree with the reason you are being asked to leave, you can dispute the notice. If you fail to leave the lessor or agent must apply to the Small Claims Tribunal for a Termination Order and Warrant of Possession. It is unlawful for a lessor or agent to enter premises to remove a tenant without a Tribunal order. You will be notified about the Tribunal hearing and can attend the hearing to present your evidence. The Tribunal Referee will then make a decision.



## Moving Out

At the end of the tenancy you must leave the place clean, similar to when you moved in. Tenants must usually get carpets professionally cleaned but pest control is only required if you have a pet. Your lessor is responsible for reasonable wear and tear but you must repair damage caused by you or your visitors.

**Complete an Exit Condition Report:** It is up to you as the tenant to get an Exit Condition Report form from the RTA or the Post Office and use it to record the condition of the place when you move out. You must give a copy of your completed Exit Condition Report to the lessor or agent, who must inspect the premises and complete and return a copy of the form to you within 3 days. Their comments should alert you to any problems regarding the condition of the premises.

**Arrange an Exit Inspection:** When you have finalised cleaning arrange to conduct a joint inspection of the premises with the lessor or agent. This is an opportunity to hand over the keys and sort out the bond refund. Agents must do the exit inspection with you. If you and the agent or lessor reach an agreement about additional cleaning or repairs you can put this in writing on your Exit Condition Report, or on a separate piece of paper. State what will be done, when and the cost, if any.



### Getting Your Bond Back

At the end of your tenancy the Residential Tenancies Authority can refund your bond straight away if you and your lessor or agent both agree and sign a **Refund of Rental Bond** form. If you have a dispute with your lessor over the bond you will need to lodge your own Refund of Rental Bond form directly with the RTA. The RTA Dispute Resolution Service can help you and your lessor or agent resolve a bond dispute. However, if you cannot reach agreement the Small Claims Tribunal can hear the bond dispute and make a final decision about the bond refund.

### Warning - Tenancy Databases

Be aware that real estate agents in Queensland use tenancy databases to list "bad" tenants. Tenants who are listed on a tenancy database are usually refused access to rental accommodation. New Queensland tenancy laws state that agents can only list tenants for certain reasons, agents must inform tenants if they intend to list them on a database, and tenants can apply to the Small Claims Tribunal to dispute unfair database listings. However, to avoid being listed on a tenancy database get help to resolve tenancy disputes when they arise.

### Where to go for help?

**Tenants' Union of Queensland Inc.**  
Ph 3257 1108 (Brisbane callers) or  
1800 177 761 (callers outside Brisbane)  
[www.tuq.org.au](http://www.tuq.org.au)

**Tenant Advice and Advocacy Services**  
listed in telephone book under "T"

**Residential Tenancies Authority**  
Ph 1300 366 311 [www.rta.qld.gov.au](http://www.rta.qld.gov.au)

**Your Welfare Officer on campus**