

The Residential Tenancies & Rooming Accommodation Act

FACT SHEET



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On 1 July 2009, the *Residential Tenancies Act* and the *Residential Services Accommodation Act* merged into one new piece of legislation – the *Residential Tenancies & Rooming Accommodation Act (RTRAA)*,

The RTRAA includes a number of key changes of which you should be aware.

- There are additional grounds for entry for lessors or agents to check that work or repairs have been completed satisfactorily. Lessors or agents can now enter a rental property up to 14 days after work or repairs have been completed by giving the tenants 24-hours notice.
- Lessors or agents can also re enter within 14 days of a notice to remedy breach expiring by giving 24 hours notice. This provision can be used by the lessor or agent if they've given the tenant a significant breach during the tenancy. A significant breach is legally defined in the Act and includes the tenant using the premises for an illegal purpose or keeping a pet that has not been approved.
- The new legislation includes restrictions on the days and times that agents or lessors can enter a rental property. From 1 July, agents or lessors are not allowed to enter a rental property on Sundays or public holidays, or any other day before 8am and after 6pm, unless a tenant agrees.
- Agents or lessors must now give tenants on fixed term tenancies two months' notice to leave – an increase from the 14-day notice period from the previous legislation.
- While a prudent agent has always clearly communicated to tenants when open houses for sale or rent are to be held at their rental property, the new legislation requires written consent from the tenant for this to occur.
- A legal definition of an open house has been developed. In the legislation it is defined as an advertised period during which prospective tenants or buyers are shown through a property which is for sale or rent.
- Another key change in the legislation is in relation to on-site auctions, which also require a tenant's written consent from 1 July.



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- Written consent from the tenant is also mandatory if photos, showing something belonging to the tenant, are used in advertising the property - for sale or for rent.
- If a rental property goes up for sale within two-months of a fixed term tenancy starting, tenants can give two weeks' notice to vacate without penalty if they were unaware that the property was going to be listed for sale prior to the tenancy agreement being entered into.
- Tenants who were aware of the sale of the property before entering into a fixed term tenancy cannot use the provision above. A fixed term tenancy is defined as a brand new tenancy or a renewal of a fixed term tenancy.
- From 1 July, tenants can dispute significant changes to their lease agreement from one fixed term tenancy to another. A significant change is legally defined in the legislation. For example, the lessor decides they will no longer allow pets; they change the number of people allowed to live at the premises; or they make changes to the special terms of the agreement such as no longer allowing smoking. If the tenant believe that the significant change is unreasonable they can dispute the change.
- To dispute significant changes, the tenant must actually sign the agreement and then they have 30 days in which to dispute the significant changes.

The best source of information for tenants lessors is the Residential Tenancies Authority at www.rta.qld.gov.au or phone 1300 366 311. Lessors can additionally seek more information from their property manager.