

FACT SHEET

Rental premises - use, condition and repairs

Under the *Residential Tenancies Act 1994* (the Act), tenants and lessors/agents have responsibilities for residential premises, including the site and facilities in the case of moveable dwellings.

Condition of the premises

At the start of the tenancy, the lessor/agent must ensure the premises and inclusions are clean, fit to live in and are in good repair. The lessor/agent must maintain the premises and inclusions in good repair throughout the tenancy.

The premises and inclusions must comply with health and safety regulations, such as local council regulations, at the start and throughout the tenancy.

The tenant must ensure the premises are kept clean, and that they and their guests do not damage the premises. If the premises are damaged or in need of repair, the tenant must notify the lessor/agent as soon as possible.

At the end of the tenancy, the tenant must leave the premises in a state similar to that set out in the *Entry Condition Report* (Form 1) at the start of the tenancy agreement, fair wear and tear excepted. A tenant may be fined for causing malicious damage.

It is important for the tenant and lessor/agent, at the start of the tenancy, to record their views about the state of the premises on the *Entry Condition Report*.

Condition of the premises and site (moveable dwellings)

The lessor/manager/owner of a moveable dwelling park must ensure the facilities in the park are maintained and kept clean and in good repair and ensure that sites remain fit for a moveable dwelling. The facilities must comply with health and safety regulations.

Tenants must keep the caravan, site and inclusions clean and must not damage them. In addition, tenants must not do anything to a facility in the park that makes it unfit for use or detracts from its appearance. Where the tenancy is for a site only, the tenant must keep it in a way that doesn't detract from the general standards of the park.

Tenants who rent the site only are responsible for the

maintenance of their own caravan. Both lessor and tenant must maintain the site, including the area around the moveable dwelling. The tenancy agreement should indicate responsibilities for the site at the end of the tenancy.

Tenants' use of the premises

The lessor/agent must allow the tenant quiet enjoyment of the premises, must not interfere with the tenant's use of the premises and must allow the tenant reasonable peace, comfort or privacy. Tenants must ensure they and their guests do not:

- use the premises for any illegal purposes;
- cause or permit a nuisance; or
- interfere with the peace, comfort or privacy of any neighbour.

Installing fixtures

Tenants can only install fixtures or fittings or make alterations to the premises with the written consent of the lessor/agent. The nature of the changes approved should be outlined, as well as the conditions of the lessor/agent's consent to the alterations. If the tenant is allowed to remove the fixture, any damage caused by its removal must either be repaired or paid for by the tenant.

A lessor/agent should not act unreasonably in not agreeing to the alterations.

If a tenant installs fixtures or fittings or makes alterations to the premises without consent, the lessor/agent has three options:

- to treat it as a breach and try to resolve the dispute;
- to accept the changes as improvements; or
- to remove the fixture and charge the tenant for the costs of doing so.

Locks

The lessor/agent must supply and maintain all locks to ensure the premises are reasonably secure, and must provide the tenants with a key for each lock.

If, at any stage of the tenancy, either party wants to change the locks, both parties must agree and neither party may unreasonably withhold their consent. The other party must be given a new key unless a Tribunal orders, or the other party agrees to not being given a key. The tenant or

lessor/agent may change a lock in an emergency, or following an order from the Small Claims Tribunal. See the subheading “Dealing with disputes” for more information.

Keys

For tenancies commencing on or after 1 August 2003, the lessor/agent must give at least one of the tenants a key for each lock that is part of the premises. For example, a key for a lock on a door to a room in the premises, on the premises mailbox, on a door to a toolshed that forms part of the premises or on a built-in cupboard in the premises.

If there is more than one tenant named on the tenancy agreement then the lessor/agent must supply each of the named tenants on the tenancy agreement with a key for each lock that: -

- Secures an entry to the premises; or
- Secures a road or other place that is normally used to gain access to or leave the areas or building in which the premises are located.

General repairs

Tenants should notify the lessor/agent if any general repairs are needed, which must then be carried out in a reasonable time. If the tenant issues a *Notice to Remedy Breach* (Form 11), the lessor/agent has a minimum of seven days to carry out the repairs.

Emergency repairs

The Act states emergency repairs are:

- a burst water service;
- a blocked or broken lavatory system or fittings;
- a serious roof leak;
- a gas leak; or
- dangerous electrical fault;
- flooding or serious flood damage;
- serious storm, fire or impact damage; or
- a serious fault in any staircase, lift or other common area which inhibits or unduly inconveniences residents in gaining access to or using the premises.

Payment for emergency repairs

The lessor/agent must organise and pay for any emergency repairs. The tenant should try to contact the lessor/agent or nominated repairer. If neither can be contacted, the tenant can get a suitably qualified person to carry out emergency repairs to a maximum value of two weeks' rent.

The tenant must give a copy of the invoice and/or receipt to the lessor/agent, who must reimburse the tenant, or pay the invoice within seven days.

See the *Entry and Privacy* Fact Sheet for information about lessors'/agents' right to enter premises to do repairs and tenants' right to privacy.

Dealing with disputes

Disputes may arise between tenants and lessors/agents about repairs, locks, improvements to the premises or a *Notice to Remedy Breach* for repairs.

Tenants and lessors/agents can usually resolve such disputes by talking to each other and by finding out about their rights and responsibilities under the Act. If this is unsuccessful, the RTA's Dispute Resolution Service may be able to help. If the matter is still unresolved, an application may be made to the Small Claims Tribunal for an order about the dispute.

The Tribunal may consider the following factors in hearing a matter about locks:

- risk to the tenant's safety;
- requirements of insurance companies for contents insurance;
- likelihood of break-in or unlawful entry;
- local community standards about adequate security; and/or
- physical characteristics of the premises.

A tenancy may be terminated if the tenant or lessor/agent fails to comply with a Tribunal order. See the *Terminating a Tenancy Agreement* fact sheet for more information.

Further information

The *Residential Tenancies Act 1994* is the primary source material on the law and takes precedence over this Fact Sheet should there be any inconsistency between the Act and this Fact Sheet.

For more information about the *Residential Tenancies Act 1994*, contact the Residential Tenancies Authority. Contact details are at the bottom of this Fact Sheet.

Accessing RTA forms

The RTA's approved forms can be obtained by:

- visiting the RTA's website at www.rta.qld.gov.au and following the links to “e-Forms”
- calling the RTA's forms distribution service on **1300 136 939**
- faxing a *Request for Forms* to (07) 3216 2258, or
- posting a *Request for Forms* to PO Box 517, Virginia Qld 4034.

A selection of the most commonly used forms is also available at Australia Post offices around Queensland.

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