

# FACT SHEET

## Tenancy Agreements

The *Residential Tenancies Act 1994* includes requirements for tenancy agreements made in Queensland. These requirements cover general tenancies such as houses and flats, as well as moveable dwellings such as caravans and mobile homes (but not mobile homes under the *Mobile Homes Act 1989*).

Tenancy agreements must be in writing and use a standard set of terms depending on the type of tenancy involved. There is a set of standard terms for general tenancies and a separate set for moveable dwelling tenancies. There is also a set for tenancies in which the State of Queensland is the lessor, such as in public housing.

Copies of model tenancy agreements are available from the Residential Tenancies Authority (RTA) on request.

### Types of tenancy agreements

A **residential tenancy agreement** occurs when a person gives another the right to occupy premises mainly for residential purposes. Agreements can be one of the following:

- A **fixed term agreement** means a tenancy agreement for a set period, such as six months.
- A **periodic agreement** means a tenancy agreement which has no set ending date and which operates on, for example, a fortnight to fortnight basis.
- A **short tenancy (moveable dwelling)** means a tenancy agreement for no more than 42 days.
- A **long tenancy (moveable dwelling)** means a tenancy agreement for more than 42 days which may be either a fixed term or periodic agreement.

### What paperwork is required?

Tenancy agreements must be in writing, except for short tenancies (moveable dwellings) which may be in writing.

It is the responsibility of the lessor/agent to meet all the costs in providing the tenant with a proposed written tenancy agreement. The proposed agreement must contain all standard prescribed terms and any special terms so long as they comply with the Act.

The proposed agreement must be given to the tenant prior to concluding the agreement. The tenant must sign and return the agreement within 5 days. The agreement must be signed by all parties.

The lessor/agent has 14 days to give a copy of the signed agreement to the tenant. The brochure *Your rights and responsibilities as a tenant in general tenancies* (Form 17a) (also known as an 'information statement') or *Your rights and responsibilities as a tenant in caravan tenancies* (Form 17b) (for caravan park and mobile home tenants) must be given to the tenant when the agreement is given for signing or when the tenant is entitled to occupy the premises.

At the start of the tenancy, the lessor/agent must prepare and sign a *Condition Report* (Form 1) for the premises and give two copies to the tenants when they move into the premises.

The tenants then have three days to sign the copies and note any disagreement on the report before returning a copy to the lessor/agent. Lessors/agents must keep a copy of the report until at least six months after the tenancy ends.

The lessor/agent must inform tenants of any relevant by-laws under the *Body Corporate and Community Management Act 1997* at the time of signing the tenancy agreement. Caravan park tenants must also be given a copy of the park rules at the time of signing the tenancy agreement.

If a rental bond is charged for the tenancy, it must be lodged with the RTA within 10 days of receipt, accompanied by a completed and signed *Bond Lodgement* (Form 2).

Lessors/agents who fail to provide their tenants with copies of the required paperwork face penalties under the Act, as do tenants who fail to complete and return a *Condition Report* (Form 1).

### Short term caravan tenancies

A short term moveable dwelling tenancy runs for not more than 42 days. At the outset, the tenant and lessor/agent may sign a statement that the tenancy is to be a short tenancy (moveable dwelling). There is no prescribed form for this statement.

It is possible to extend a short term moveable dwelling tenancy for another 42 days (a maximum of 84 days in total). It can only be extended in the initial 42 day period of the tenancy and can only be extended once. If the tenancy continues after this time, the provisions of the Act will apply as if the tenancy was a long tenancy, regardless of which party has asked for the tenancy to be extended.

A moveable dwelling park lessor must not place undue pressure on a tenant to extend a short term tenancy to avoid full coverage under the Act. A tenant who feels the lessor/owner had placed undue pressure on them can apply to the Small Claims Tribunal to set aside the short tenancy statement. A model tenancy agreement for moveable dwelling park tenancies is available from the RTA on request.

### What personal details must be given?

Tenants must not give lessors/agents false names or false places of employment. If asked in writing by the lessor/agent, tenants must advise the lessor/agent of their forwarding address at the end of the tenancy (unless they have a reasonable excuse for not doing so). Failure to provide these details can result in penalties.

The lessor must give the tenant a written notice, usually on the tenancy agreement, stating their name and address and the name of any person (an agent) authorised to stand in their place in prescribed proceedings. Written notice of changes to these details must be given to the tenant within 14 days.

The lessor/agent may also identify a nominated repairer in the tenancy agreement to act on their behalf to arrange or effect emergency repairs.

### What is lessor/agent responsible for?

When entering into an agreement, the lessor/agent must ensure there is no legal impediment to the tenant living in the premises for the length of the tenancy. This applies only to legal impediments the lessor/agent knew about when the agreement was signed. The lessor/agent must ensure that, on the day the tenant is entitled to move into the premises, the tenant has vacant possession of the dwelling, except for those parts of the premises to which the tenant does not have exclusive right of occupation (such as common areas).

### How can tenancy agreements be ended?

Residential tenancy agreements can only be terminated in accordance with the Act. Eviction of tenants by lessors/agents without following the due process of the Act is unlawful and can result in penalties. See the *Terminating A Tenancy Agreement* Fact Sheet and *Abandoned Premises* 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](http://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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