



*Real People
with
Real Integrity*



Welcome to your Redlands Realty Tenant Handbook!

Office Hours

Monday - Friday — 8:30 am - 5:00 pm

Saturday — CLOSED

Sunday - CLOSED

After Hours

If in the event of an Emergency Situation occurring outside of our Office Hours, please -

- ♦ Refer to your “In Case of an Emergency” page in your Tenant Handbook to contact the appropriate Tradesperson; OR
- ♦ Refer to your Troubleshooting Guide

IN CASE OF EMERGENCY!!!

Preferred Tradespeople

Carpet Cleaning & Pest Control

Safeclean – Peter or Anthony – 3823 2333
Bayside Carpet and Pest Control—0417 779 737

Cleaners

Easy Exit Cleaning Services – Jan - 0430 002 400

Electrician

Bay Coast Electrical—0419 164 024

Glazier's

True Blue Glass – 3209 8774

Handyman

Apex Services – Terry – 0433 522 953
The Cage - 0438 887 684

Lawn Service & Rubbish Removal

The Cage - 0438 887 684
Pro Cuts - 0422 097 019

Oven Cleaning

Oven U Redlands - redlands@ovenu.com.au

Painters

P.H & P.J Routledge – Peter - 0411 725 844

Plumbers

Bravestar - Steve - 0405 019 921
Dale McKenzie - 0411 888 229

Pool Maintenance

Pool Werx Birkdale - 3822 6800
Jim's Pool Care – Jeremy – 0421 142 374
Swimart Capalaba – Steve – 3245 7555

FAULTY SWITCHES OR FANS

Do not attempt to fix faulty switches yourself. DO NOT use the switches when you know they're not working properly. Cover the switch up with something so no one knows to use it, and contact our office as soon as possible.

LIGHTS

If your lights go off suddenly, check the power or the fuse box. Ensure the power is on and the switch has not tripped. If the problem is not remedied, contact our office as soon as possible.

POWER

If your neighbours have also lost power, contact the electricity supplier. Otherwise, check if you have a safety switch, which may have tripped. If so, reset the switch. If the power trips again, unplug ALL appliances from power points. Reset Safety Switch and plug in appliances one at a time until faulty appliance is located. If you have a fuse box, check this for a blown fuse.

Note: If this does not rectify the problem, please contact our office as soon as possible. Tenants will be required to pay for the call out fee, where a faulty appliance belonging to them has caused the issue.

HOT PLATES

Check if the power is connected or check the power box to see if the switch has been tripped or a fuse has been blown. Contact our office as soon as possible to arrange a Tradesperson to attend to the issue.

GARBAGE INSINKERATOR

If your food disposal fails to work, you may need to push the reset button. This button is located under your unit and is usually coloured red. DO NOT attempt to disassemble to unit. If this does not rectify the issue, please complete a Maintenance Request Form and send to our office as soon as possible.

Note: Tenants will be responsible for the payment of the call out fee and repair if it is due to blockage caused by misuse or abuse.

EMERGENCY MAINTENANCE

Emergency Maintenance must be addressed as quickly as possible. Please refer to the Form 17a Residential Tenancies Authority Information Statement page 16. All emergencies must be phoned through to the office as soon as possible and then repair/request forms that are available from your Property Manager or can be downloaded from www.redlandsrealty.com.au.

Water Charging

Lessors (landlords) are allowed to pass on the full water consumption costs to tenants provided ALL the minimum criteria have been met.

What are the minimum criteria for water charging?

Lessors are able to pass on the full water consumption costs to tenants if:

- the rental premises are individually metered (or water is delivered by vehicle), AND
- the rental premises are water efficient, AND
- the tenancy agreement states the tenant must pay for water consumption.

What is a water efficient rental premises?

Water efficient rental premises are where required internal cold water taps, showerheads and toilets meet the performance standards for a *3 star WELS rating or higher. These water efficiency levels may be achieved through installing 3 star WELS rated products or through the use of 'add on' devices, such as aerators or flow restrictors.

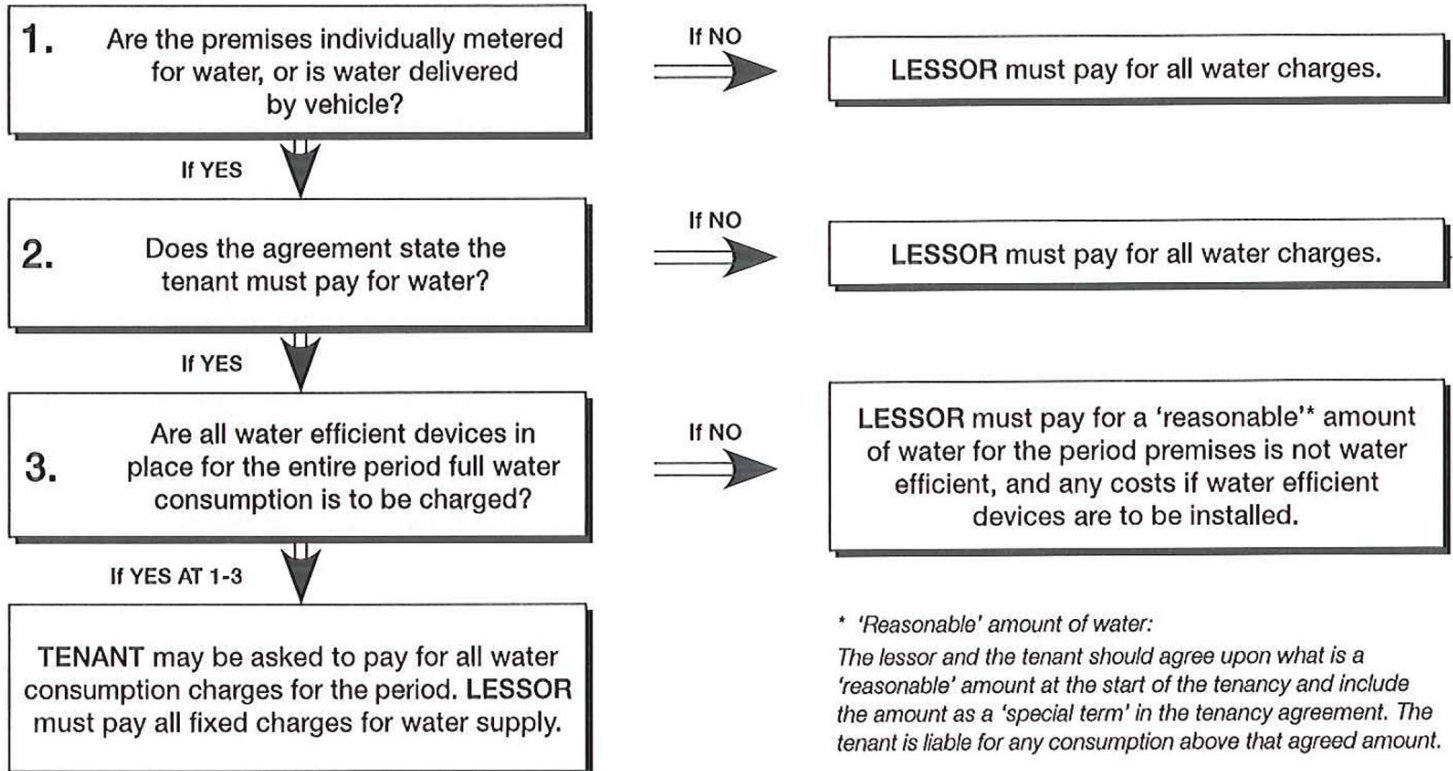
Water efficient devices	*Minimum water efficient standard required
• Internal cold water taps and single mixer taps (excluding bathtub taps and taps for appliances)	Must have a maximum flow rate of 9 litres per minute.
• Showerheads	Must have a maximum flow rate of 9 litres per minute.
• Toilets	Must have a dual flush function that does not exceed 6.5 litres on full flush and 3.5 litres on half flush and has a maximum average flush volume of 4 litres (based on the average of 1 full flush and 4 half flushes).

*For more information about the WELS scheme visit www.waterrating.gov.au

Important points to note:

- Tenants and lessors/agents should negotiate obligations at the start of the tenancy and put these in the tenancy agreement (for example, if the lessor is to contribute to water costs).
- It may be helpful to contact the local government (council) about average water consumption in the local area.
- Water billing periods are unlikely to align with tenancy agreements. It's important that both the tenant and the lessor/agent make a note of the water meter readings at the start and end of the tenancy (on the Entry and Exit Condition Reports) to help calculate water consumption.
- Lessors will receive the water bill, pay for the full amount and should provide their tenants with a copy of any water bills or evidence of water consumption figures to verify the amount the tenant is to be charged. Tenants will not be billed directly by water supply authorities for water.
- Tenants have 1 month in which to pay the agreed amount for water consumption after the lessor provides evidence of the costs to the tenant. The lessor/agent cannot require the tenant to pay more than the billable amount, or charge tenants late fees.
- If the tenant and lessor/agent cannot agree about water charges, the RTA's Dispute Resolution Service may be able to assist.

Who pays for water in a rental premises?



Water saving tips can be found on the Queensland Water Commission website www.qwc.qld.gov.au.

Further information

For more information contact the Residential Tenancies Authority on 1300 366 311.

Accessing RTA forms

The RTA's approved forms can be obtained by:

- visiting the RTA website at www.rta.qld.gov.au
- calling the RTA on 1300 366 311
- faxing a *Request for Forms* to 3216 2258
- visiting the RTA offices at 33 Herschel St, Brisbane
- calling the RTA's Forms Distribution Service on 1300 136 939
- posting a *Request for Forms* to the Forms Distributor: Post Logistics, 52-54 Qantas Dr, Eagle Farm 4009.

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



If you need interpreting assistance to help you understand this information, contact TIS on 13 14 50 (for the cost of a local call) and ask to speak to the Residential Tenancies Authority (RTA).

Disclaimer

This Fact Sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 is the primary source on the law and takes precedence over this information should there be any inconsistency between the Act and this Fact Sheet.

Smoke Alarms

Under the *Fire and Rescue Service Act 1990*, administered by Queensland Fire and Rescue Service, both tenants and lessors have responsibilities for smoke alarms in their rental properties.

- Tenants:** Have obligations for cleaning, testing and replacing batteries for alarms during a tenancy.
- Lessors:** Have obligations for installing, cleaning and testing smoke alarms and replacing batteries before the start or renewal of a tenancy.
- (see easy reference table overleaf for specific details)*

The *Residential Tenancies and Rooming Accommodation Act 2008* allows entry to the rental premises by the lessor to install and maintain smoke alarms. These amendments fall under entry provisions (s192 of the *Residential Tenancies and Rooming Accommodation Act 2008*) allowing lessors to give a 24 hour *Entry Notice* (Form 9) for the purposes of entry to comply with the *Fire and Rescue Service Act 1990* in relation to smoke alarms.

Quick Tips

- It is good practice for the lessor to give their tenants the manufacturer's instructions on how to clean, test and replace batteries for smoke alarms.
- A smoke alarm is required to emit a warning signal before the battery fails, usually a chirping sound.
- Changing batteries in smoke alarms on an anniversary such as a birthday will act as a reminder to change them once a year.
- Cleaning a smoke alarm usually involves an external clean to remove dust and debris with a broom or a vacuum cleaner.
- Smoke alarms are required to have a minimum service life of at least 10 years.

A lessor must not pass on their obligations to the tenant to act on their behalf such as asking the tenant to replace batteries at the beginning of the tenancy.

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For more information about the obligations for the installation and maintenance of smoke alarms in rental premises, visit the Queensland Fire and Rescue Service website www.fire.qld.gov.au or call their Information Hotline on 1300 369 003.

Tenant's obligations for smoke alarms	During the tenancy	Lessor's obligations for smoke alarms	Start of the tenancy	During the tenancy
		Installing alarms (Penalties apply)*	Smoke alarms complying with Australian Standards must be fitted in all rental properties and in accordance with the Building Code of Australia.	Lessors must give tenants 24 hours notice for entry to install smoke alarms.
Testing alarms (Penalties apply)*	At least once every 12 months and according to manufacturer's instructions (for tenancies 12 months or longer).	Testing alarms (Penalties apply)*	Within 30 days before the start or renewal of the tenancy and according to manufacturer's instructions.	
Replacing batteries in alarms (Penalties apply)*	When batteries are flat or nearly flat.	Replacing batteries in alarms (Penalties apply)*	Within 30 days before the start of the tenancy if batteries are flat or nearly flat.	
Cleaning alarms (Penalties apply)*	At least once every 12 months (for tenancies 12 months or longer).	Cleaning alarms (Penalties apply)*	Within 30 days before the start or renewal of the tenancy and as specified by manufacturer's instructions.	
Advising lessor of any failing smoke alarms (Penalties apply)*	As soon as possible when an alarm fails or is about to fail and/or needs replacing for a reason other than batteries failing.	Replacing failing smoke alarms (Penalties apply)*	Smoke alarms must be replaced before the end of their service life.	Smoke alarms must be replaced before the end of their service life. Lessors must give tenants 24 hours notice for entry for the purposes of maintaining smoke alarms.
NOT interfering with smoke alarms (Penalties apply)*	At NO time can a tenant remove or relocate the smoke alarm or do anything to interfere with the alarm's warning sound. At NO time can the tenant remove the batteries unless they are replacing them.	NOT interfering with smoke alarms (Penalties apply)*	At NO time can the lessor remove or relocate the smoke alarm unless it is being replaced or maintained. At NO time can the lessor do anything to interfere with the alarm's warning sound. At NO time can the lessor remove the batteries unless they are replacing them.	At NO time can the lessor remove or relocate the smoke alarm unless it is being replaced or maintained. At NO time can the lessor do anything to interfere with the alarm's warning sound. At NO time can the lessor remove the batteries.

* Penalties apply to both lessors and tenants under the *Fire and Rescue Service Act 1990*. For further information, the RTA strongly advises you to contact the Queensland Fire and Rescue Service by telephone on 1300 369 003 or visit their website at www.fire.qld.gov.au.



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Rental premises – use, condition and repairs

Under the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act), tenants and lessors/agents have responsibilities for residential premises, including the site and facilities in the case of general and moveable dwellings.

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 and privacy of any neighbour.

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 1a for General Tenancies or Form 1b for Moveable Dwelling Tenancies) at the start of the tenancy agreement, fair wear and tear excepted.

Condition of the premises and site (moveable dwellings)

The owner/manager of a moveable dwelling park must ensure the facilities in the park are maintained, clean and kept in good repair and 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. They 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 does not detract from the general standards of the park.

Tenants who rent the site only are responsible for the maintenance of their own caravan. Both owner/manager 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.

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 approved changes 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.

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 otherwise, 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 Tribunal.

Copies of keys

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 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 is required to access the premises.

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 or a serious water service leak
- a blocked or broken lavatory system or fittings
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm, fire or impact damage,
- a failure or breakdown of the gas, electricity or water supply to the premises
- a failure or breakdown of an essential service or appliance on premises for hot water, cooking or heating
- a fault or damage that makes premises unsafe or insecure
- a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of premises, 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.

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, or can apply to the Tribunal for an order about the repairs.

Payment for emergency repairs

If the tenant arranges for the emergency repairs, they 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.

If the tenant has problems, or is likely to have problems about the emergency repairs, they can apply to the Tribunal for an order:

- for the lessor/agent to arrange for the repairs
- for the tenant to arrange for the repairs, or
- for the lessor/agent to reimburse the tenant or repairer.

The lessor/agent can also apply to the Tribunal if they object to the emergency repairs or reimbursement.

Dealing with disputes

For information on dealing with disputes, see the *Dispute Resolution Services* Fact Sheet.

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Allowing Time When Serving Notices

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) sets clear time lines for serving notices. In some instances the Act states the amount of time a notice must be given before any action is taken. In others, the Act sets limits on the amount of time in which an action must occur. To ensure your rights are protected, it is important to follow the set notice periods. This Fact Sheet relates to fixed term and periodic agreements in general tenancies, such as houses or units. For notice periods relating to tenancies in caravans and other moveable dwellings, refer to the *Allowing Time When Serving Notices – Moveable Dwellings* Fact Sheet.

Notices	Time allowed
Notice of rent increase <i>*There must be at least 6 months between rent increases</i>	Lessor/agent must give at least 2 months for both periodic and fixed term tenancies. Rent can only be increased in a fixed tenancy if the tenancy agreement allows.
Application to Tribunal to review rent increase	Tenant to make application within 30 days after the notice of rent increase has been received.
<i>Notice to Remedy Breach</i> (Form 11) for general breaches of the agreement	Notice must give at least 7 days to remedy breach.
<i>Notice to Remedy Breach</i> (Form 11) for rent arrears	Rent must be unpaid for at least 7 days before a lessor/agent can give a <i>Notice to Remedy Breach</i> (Form 11) to the tenant. The tenant is then allowed at least 7 days to remedy the breach.
Notice of damage	Tenant to advise lessor/agent as soon as tenant becomes aware of damage.
Notice of bond increase (notice can only be given by lessor at least 11 months after previous notice for bond increase). Total bond must not exceed maximum amount under the Act	At least 1 month.
Notice to RTA's Dispute Resolution Service about a bond dispute after receiving a <i>Notice of Claim</i> for bond from RTA	Notice to the RTA must be given within 14 days after service of <i>Notice of Claim</i> by RTA (Note that 14 days is counted from time after service of notice by RTA, and not from time of receipt of notice). The RTA includes the date in the notice that it sends out.
Advise RTA of application to the Tribunal about a bond dispute after the RTA has issued a <i>Notice of Unresolved Dispute</i>	Within 7 days after service of <i>Notice of Unresolved Dispute</i> by the RTA.

Notice of entry for	Notice lessor/agent must give
General inspections (must not be more than once every 3 months unless otherwise agreed)	At least 7 days.
Routine repairs	At least 24 hours except in remote areas with a shortage of trades people.
Checking repairs have been completed. Entry is limited to within 2 weeks of the repair being undertaken	At least 24 hours.
Checking the tenant has fixed a significant breach after being given a <i>Notice to Remedy Breach</i> (Form 11). Entry is limited to within 2 weeks of the expiry of the Form 11	At least 24 hours.
Complying with smoke alarm laws	At least 24 hours.
Complying with safety switch laws	At least 24 hours.
Repairs where the premises is remote and there is a shortage of qualified repairers	None.
Showing a prospective tenant or purchaser the premises	At least 24 hours (a <i>Notice of Lessor's Intention to Sell Premises</i> (Form 10) must also be given if premises is for sale.
Valuation	At least 24 hours.
Suspicion of abandonment	At least 24 hours.

Notices for Ending a Tenancy

To end a tenancy the lessor/agent must give the tenant a *Notice to Leave* (Form 12) with the appropriate notice.

Reason for ending tenancy – lessor/agent	Time
Unremedied rent arrears	At least 7 days (after expiry of <i>Notice to Remedy Breach</i> (Form 11) for rent arrears).
Unremedied general breach (breaches of the Act apart from rent arrears)	At least 14 days (after expiry of <i>Notice to Remedy Breach</i> (Form 11)).
Non-compliance with a Tribunal order	At least 7 days.
Compulsory acquisition (the notice must be given within 1 month after the compulsory acquisition)	At least 2 months.
Premises sold	For periodic agreements only – at least 4 weeks.
Non-livability (the notice must be given within 1 month of the event causing the non-livability)	The same day the notice is given.
Abandonment	If the tenant does not respond to an <i>Abandonment Termination Notice</i> (Form 15) within 7 days, tenant is taken to have abandoned the premises. Tenant may dispute the notice by applying to the Tribunal within 28 days of the notice being served.

Termination of employment-related tenancy agreement	At least 4 weeks, unless an award or employment contract states otherwise.
End of supported accommodation assistance	At least 4 weeks.
End of entitlement to housing assistance (public housing or community housing)	At least 2 months.
Without grounds	For periodic agreements – at least 2 months notice. For fixed term agreements – at least 2 months or the end of the fixed term, whichever is the later in time.

To end a tenancy, the tenant must give the lessor/agent a *Notice of Intention to Leave* (Form 13). The time periods which a tenant must allow in a *Notice of Intention to Leave* are the same as for the lessor/agent except in the cases listed below.

Reason for ending tenancy – tenant	Time
Unremedied breach	7 days.
Compulsory acquisition	2 weeks.
Without grounds	For periodic agreements only – 2 weeks. For fixed term agreements – 14 days or the end of the fixed term, whichever is the later in time.

Counting days in notice periods

The *Acts Interpretation Act 1954* provides direction on how to interpret time periods in the *Residential Tenancies and Rooming Accommodation Act 2008*.

Time periods for serving notices are expressed as clear days between the day of serving the notice and the day for taking the next action. This means that when you calculate the dates on the notices to allow the correct time, you must not count the day the notice is served at the address and you must not take the next action until the day after the last day.

Example: If you hand deliver a 7 day notice on the 12th of June, you may start counting the 7 days from the 13th of June. The seventh day is the 19th of June, so the next action may be taken on the 20th of June.

The *Acts Interpretation Act 1954* states that a notice expires at midnight, so you must allow the person the entire 24 hours of the last day of the notice before you can take the next action.

Example: If the last day of a *Notice to Leave* is the 19th of June, by law the tenant must be allowed until midnight on that date to leave.

It is clearly impractical to conduct a handover of keys and inspection at midnight on the 19th of June, so parties are encouraged to make an agreement about when this may occur.

Example: Parties may agree to vacation of the premises and handover by close of business on the 19th of June or 9am on the 20th of June rather than at midnight.

Counting hours in notice periods

When the notice period is 24 hours, such as in some grounds for entry to premises, a minimum of 24 hours must be allowed from the time the notice is served at the premises until the next action, such as the entry.

This can be calculated to the hour when a notice is served in person. Where service of the notice is by post, the 24 hour period starts from the time the post arrives at the premises.

Serving a notice

A notice can be given by delivering it to the recipient at the address of the place or business last known to the person serving the notice. Ways of delivering notices include by: hand (personally); post; email (if allowed under the agreement) or fax. The rules for serving notices are outlined in the *Acts Interpretation Act 1954* and the *Electronic Transactions (Queensland) Act 2001*.

The method used to serve a notice which has a longer time period might not be appropriate for a notice with short time periods such as 24-hour entry notice.

If a dispute is likely to arise, it is better to err on the side of caution. For instance, you might phone ahead as well as serve the notice. Use more than one means of service or allow an extra day to ensure adequate notice is given.

Serving notices by post

Where notices are served by post, the sender must allow time for the mail to arrive when counting the days and working out the date for the notice period to end.

Australia Post's standard delivery times, if posted by 6.00pm, are for delivery next business day in metropolitan areas and provincial cities, and for delivery on the second business day to most regional areas. For remote areas, the sender should check with Australia Post to determine the delivery time.

This means that the first day counted in the notice period is the day after the notice arrives at the address.

Serving notices in person or electronically

When serving notices in person, the server does not count the day of service in the notice period. The first day of the notice period should be the day after the notice is served.

The same rule applies if notice is served electronically by email or fax. The fax transmission report or email delivery receipt may be used as proof of the time and date of service.

Further information

For more information contact the Residential Tenancies Authority on 1300 366 311.

Accessing RTA forms

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Tenancy databases

Tenancy database listings

Tenancy databases are legitimate tools that give lessors a means of protecting their property investments. However unfair listings have occurred in the past. Queensland laws about tenancy database listings set out who, when, and under what circumstances a person can be listed. They also allow the Tribunal to hear and resolve disputes resulting from both proposed and existing listings.

The *Residential Tenancies and Rooming Accommodation Act 2008* provides protection against incorrect and unfair listings while recognising the lessor's right to take reasonable steps to protect their property.

Who can be listed?

Only tenants named on the tenancy agreement can be listed on a tenancy database. Approved or unapproved occupants, visitors or children cannot be listed. This is because only the named tenant/s are accountable for the rental premises and have obligations under the tenancy agreement.

When can a tenant be listed?

Tenants can only be listed on a database after the tenancy agreement has ended.

What can a tenant be listed for?

A tenant named on the tenancy agreement can only be listed after the tenancy has ended in one of the following circumstances:

Amount owing

Tenants may be listed where the agreement has ended and the amount owing exceeds the rental bond, and:

- the money is owed under a conciliation agreement or Tribunal order, or
- they have been served with a *Notice to Remedy Breach* (Form 11) for rent arrears and have failed to remedy the breach, or
- after abandonment of the premises, unless the dispute is currently subject to a Tribunal determination.

Objectionable behaviour

A tenant can be listed for objectionable behaviour where the Tribunal has terminated the tenancy agreement for that reason.

Repeated breaches

A tenant can be listed for repeated breaches where the Tribunal has terminated the tenancy agreement for that reason.

What must the listing person do before listing information about a person?

The listing person must not make a listing on a tenancy database unless they have advised the tenant in writing and given details about the proposed listing, or have taken reasonable steps to advise the tenant of the proposed listing. The tenant must be given a reasonable opportunity to consider the information that is going to be entered.

A tenant cannot be listed on a tenancy database for any reasons apart from the above.

What can a tenant do about a listing?

If a tenant is aware of a proposed or existing listing and if they don't agree, they can:

- talk to the listing person and try to reach an agreement or, failing that,
- lodge a *Dispute Resolution Request* (Form 16) with the RTA's Dispute Resolution Service who can assist in attempting to negotiate an agreement about a listing, particularly about a proposed listing, or
- apply directly to the Tribunal to order the person, agency or tenancy database operator not to list, or vary the listing with certain changes and/or conditions as appropriate.

A dispute about a listing on the ground it does not meet the approved criteria must be initiated within 6 months of becoming the tenant aware of the listing.

What if the listing person doesn't do what the Tribunal ordered?

Any person or agency (including a tenancy database operator) not complying with a Tribunal order can be prosecuted in the Magistrates Court and be charged up to 50 penalty units or \$5,000 (as at 1 July 2009). They can also be fined up to 5 penalty units (\$500) for each day the offence continues.

Tenants should contact the RTA in order to make a complaint.

Is it possible to obtain compensation for listings?

If the person or agency (including a tenancy database operator) does not comply with a Tribunal order about a listing and is subsequently convicted, the Magistrates Court may make an order for them to pay compensation to the person they listed. However, there would need to be clear evidence of damage or suffering as a result of the listing for compensation to be ordered.

Further information

For more information about the *Residential Tenancies and Rooming Accommodation Act 2008*, contact the Residential Tenancies Authority.

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- visiting the RTA offices at 33 Herschel St, Brisbane
- calling the RTA's Forms Distribution Service on 1300 136 939
- posting a *Request for Forms* to the Forms Distributor: Post Logistics, 52-54 Qantas Dr, Eagle Farm 4009.

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



If you need interpreting assistance to help you understand this information, contact TIS on 13 14 50 (for the cost of a local call) and ask to speak to the Residential Tenancies Authority (RTA).

Disclaimer

This Fact Sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 is the primary source on the law and takes precedence over this information should there be any inconsistency between the Act and this Fact Sheet.

Notice of intention to leave (Form 13)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 302–308, 327 and 331–332)

1 Address of the rental property

	Postcode

2 Notice issued by

1. Full name/s		
Forwarding address		Signature
	Postcode	
Phone	Mobile	Date / /
Email		

2. Full name/s		
Forwarding address		Signature
	Postcode	
Phone	Mobile	Date / /
Email		

3. Full name/s		
Forwarding address		Signature
	Postcode	
Phone	Mobile	Date / /
Email		

3 Notice issued to ☐ Property owner ☐ Property manager

4 Notice issued (See overleaf for grounds/reasons)

- ☐ without ground
☐ with ground (provide details)

5 Notice issued on

Day	Date	Method of issue (e.g. email, post, in person)
<input type="text"/>	<input type="text"/>	<input type="text"/>

6 I/We intend to vacate the property by midnight on

<input type="text"/>	(Minimum notice periods apply - see overleaf)
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Notice of intention to leave (Form 13)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 302–308, 327 and 331–332)

The tenant/s give this notice to the property owner/manager when the tenant/s want to vacate the premises by a certain date.

There may be a number of grounds (reasons) for giving the notice. If the property owner/manager disputes these reasons, they should try to resolve the matter with the tenants first. If agreement cannot be reached, the RTA's dispute resolution service may be able to assist - phone 1300 366 311.

If tenants are leaving because of an unremedied breach, this notice can only be given after the 7 day remedy period has expired.

If the tenant/s are giving this notice because of an unremedied breach by the owner or manager, please note that this notice does not guarantee that you will be released from the tenancy agreement. You may apply for termination of your lease through the Queensland Civil and Administrative Tribunal (QCAT) under section 309 of the *Residential Tenancies and Rooming Accommodation Act 2008*.

When serving notices by post, the sender must allow time for the mail to arrive when working out notice periods.

Minimum notice periods

Grounds (reasons)	General tenancy	Moveable dwelling Long term	Moveable dwelling Short term
Unremedied breach	7 days	2 days	n/a
Non-compliance with tribunal order	7 days	7 days	1 day
Non-liveability	The day it is given	The day it is given	The day it is given
Compulsory acquisition	2 weeks	2 weeks	1 day
Intention to sell	2 weeks	2 weeks	1 day

Without ground	General tenancy	Moveable dwelling Long term	Moveable dwelling Short term
Periodic agreement	2 weeks	2 weeks	1 day
Fixed term agreement	14 days	14 days	1 day
<i>A tenant must give at least 14 days notice, unless the property owner/manager has breached the agreement. The tenancy ends on the end date of the agreement or the end date of the notice period (whichever is longer). Both parties can agree to end a fixed term agreement early but it must be agreed in writing.</i>			

TENANT MAINTENANCE REQUEST FORM

Property Address- _____

Tenants Details

Name: _____ Contact Number: _____

Name: _____ Contact Number: _____

Please describe the problem/s as thoroughly as possible so we can get the problem/s fixed as best as we can. If your problem/s is/are of an EMERGENCY nature, PLEASE CALL OUR OFFICE FIRST and then confirm in writing!

Maintenance Problem 1

Maintenance Problem 2

Maintenance Problem 3

It is a policy of our office that all repairs or complaints must be in writing and must be advised as soon as possible. In order for repairs/complaints to be attended to, please complete this form and fax, post or deliver to our office. Either a representative of our office or a tradesman will then be in contact with you.

We are an independently owned and operated business. We are bound by the National Privacy Principles. We may be collecting personal information about you by various methods throughout the tenancy to enable us to manage and maintain the premises as per the Residential Tenancies Act. We may disclose personal information about you to the owner of the property and to contractors (approves and authorised by Redlands Realty) in the course of our day to day duties. You have the right to access personal information that we hold about you by contacting our Privacy Officer.

Tenant/s Signature- 1. _____ 2. _____ Date- ____/____/____



Real People With Real Integrity

SMOKE ALARM, SAFETY SWITCH & POOL AGREEMENT

PROPERTY ADDRESS

LESSOR NAME

TENANT NAME

SMOKE ALARMS

To comply with Queensland Fire and Rescue Services Legislation the following are responsibilities of the Tenant during the Tenancy:

The Tenant/s will notify the Agent when a smoke alarm has failed or is about to fail, other than because the battery is flat or almost flat.

The Tenant/s will not remove, dispose of, or otherwise tamper with to cease its effectiveness, the smoke alarms installed at the premises unless it is to clean or change the battery.

3. The Tenant/s will ensure that all exits from the property are maintained as clearways so they can be safely and effectively used for escape in the event of a fire.

4. The Tenant/s agree to arrange for the cleaning and testing of each smoke alarm in the dwelling at least once every 12 months where the Fixed Term Tenancy is 12 months or longer or a Periodic Tenancy.

The Tenant/s agree to arrange for the replacement of each battery that is spent or nearly spent during the Tenancy in accordance with the Information Statement (RTA Form 17a).

Our Agency can supply a list of preferred Contractors who can carry out the work for you at your expense. If arranging your own Contractor ensure they are qualified and hold current Public Liability Insurance cover.

SAFETY SWITCH FOR POWER CIRCUIT

The Tenant/s agree to test the Safety Switch if installed for the Power Circuit on the Power Board every 3 months. Instructions and information details:

What is a safety switch?

Safety switches are an insurance against electric shock and are designed to prevent injury or death. They monitor the flow of electricity through a circuit. They automatically shut off the electricity supply when current is detected leaking from faulty switches, wiring or electrical appliances. This stops the chance of current flowing to earth, through a person, electrocuting them.

Installing a safety switch is an inexpensive safety measure that protects everyone.

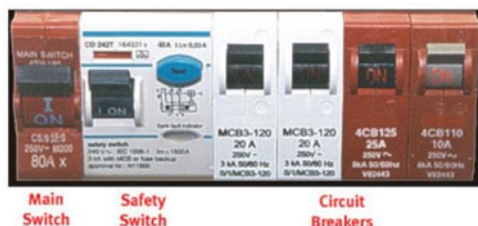
Are safety switches failsafe?

Nothing is failsafe. Safety switches should be regularly checked. Just like a smoke alarm or other safety device, if it is not working properly, it cannot protect.

It is also important to make sure electrical appliances, electrical wiring, extension leads and other electrical equipment are regularly checked and kept in good working order.

How do I know if a safety switch is installed?

Check by looking at the switchboard for a TEST/RESET button. That tells you if there is a safety switch installed. When you open the switchboard you should see something like this:



Typical switchboard – this shows the main switch, safety switch with test button, and four circuit breakers. All homes have circuit breakers or fuses. These are designed to protect the wiring and appliances within the premises. Only safety switches are designed to protect people.

Why did it 'trip'?

- ◆ If a safety switch turns off the power, it may be that a resident could be using a faulty appliance or the electrical wiring may have become faulty.
- ◆ Reset the safety switch. If it trips again, unplug the last appliance used. If everything works okay, take that appliance to a licensed electrical Contractor to be checked.
- ◆ If the safety switch keeps tripping, disconnect all appliances and plug them in, one at a time, until the faulty one is located. **Avoid touching appliances while carrying out this process.**
- ◆ Contact your Property Manager to report an issue.

POOL SAFETY LAWS AND TENANT RESPONSIBILITIES

If the Property has an existing pool and / or spa, the Tenant is responsible to ensure the pool gate is not kept open and there are no objects to allow children to access the pool.

If the Tenant buys or acquires a pool and, or, spa, by any other means, the Tenant is responsible to ensure the pool and/or spa complies with current Pool Safety Legislation. As the owner of the pool, the Tenant is responsible for obtaining a Pool Safety Certificate. Approval from the Lessor must be sought before installing an above ground pool and/or spa and pool fencing.

If the portable pool or spa holds more than 300 millimetres of water, has a volume of more than 2000 litres of water or has a filtration system, the Pool Safety Laws apply. However, if the portable pool is disassembled and does not hold more than 300 millimetres of water, it does not need to comply with the Pool Safety Standard until it is assembled and filled with more than 300 millimetres of water.

Regardless of who the owner of the pool is, the gate or door to the pool must be closed including not propped open when not in use.

By completing this confirmation the Tenant/s acknowledge having received the documents and items detailed above on or before the commencement of the Tenancy Agreement and acknowledge the responsibilities as Tenant.

TENANT NAME

Signature

Date

TENANT NAME

Signature

Date

AGENCY NAME

REDLANDS REALTY

Signature

Date



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