Residential Tenancies Practice Guide

Guide for navigating requirements and protections for residential tenancies impacted by the COVID-19 pandemic

UPDATED April 2021
## Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>1</td>
</tr>
<tr>
<td>Purpose of this guide</td>
<td>2</td>
</tr>
<tr>
<td>Is the tenancy COVID-19 impacted?</td>
<td>3</td>
</tr>
<tr>
<td>Ending residential tenancy agreements</td>
<td>4</td>
</tr>
<tr>
<td>Entry and repairs</td>
<td>8</td>
</tr>
<tr>
<td>Special considerations for vulnerable renters</td>
<td>10</td>
</tr>
<tr>
<td>Managing rent and unpaid rent</td>
<td>14</td>
</tr>
<tr>
<td>What happens if parties can’t agree</td>
<td>20</td>
</tr>
<tr>
<td>Conciliation</td>
<td>21</td>
</tr>
</tbody>
</table>
Introduction

The Queensland Government acted quickly to legislate its COVID-19 response for residential tenancies, including to implement the National Cabinet agreed six-month eviction moratorium for rent arrears caused by COVID-19 impacts between 29 March and 29 September 2020.

The COVID-19 response for residential tenancies supported COVID-19 social distancing and activity restrictions in the residential tenancies and rooming accommodation sectors. It has also helped keep tenants in their homes and rental income flowing for rental property owners and managers.

Queensland acted swiftly to contain the COVID-19 outbreak and the eviction moratorium was important when movement was more restricted. As these risks and restrictions ease, Queensland is transitioning back to normal tenancy arrangements to support economic recovery while standing ready to respond to ongoing COVID-19 public health risks.

From 29 September 2020, the Queensland Government introduced the first changes to its COVID-19 response to support the residential tenancies and rooming accommodation sectors transition back to normal arrangements. On 30 April 2021, Queensland entered the next phase of transition with further easing of some response measures.

The Queensland Government will act quickly to protect Queenslanders’ health by re-establishing temporary response measures if COVID-19 health risks and restrictions change in Queensland.

What will remain in place until 30 September 2021

Protections that continue to apply until 30 September 2021, include:

- provisions allowing tenants experiencing domestic and family violence to end their interest in a tenancy quickly
- protections for tenants against being listed in a tenancy database for rent arrears caused by COVID-19 impacts
- limits on reletting costs for eligible tenants who end their fixed term tenancies early
- short term tenancy statement extensions for moveable dwellings.

What ceased to apply from 30 April 2021

Some measures ceased to apply after 30 April 2021, including:

- entry restrictions and requirements to support COVID-19 social distancing measures
- relaxed repair and maintenance obligations.

What ceased to apply from 29 September 2020

The six-month eviction moratorium, and measures implemented to support it ceased to apply after 29 September 2020, including:

- fixed term agreement extensions for COVID-19 impacted tenants
- ending agreement provisions that prevent property owners ending tenancies with COVID-19 impacted tenants without grounds and provide additional grounds for parties to end tenancies (owner occupation and sale of premises which require vacant possession)
- adjusted rent and bond processes that support parties to negotiate arrangements to manage COVID-19 impacts on their tenancies
- mandatory conciliation of COVID-19 related tenancy disputes through the Residential Tenancies Authority (RTA).
Purpose of this guide

This document is made by the Minister for Communities and Housing, Minister for Digital Economy and Minister for the Arts under the Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020.

It provides practical advice and guidance for tenants, property owners and property managers about changed rights, protections and obligations for residential tenancy and rooming accommodation agreements in response to COVID-19.

The Residential Tenancies Authority’s (RTA) free dispute resolution service is available to help tenants, property owners and managers to reach agreement on renting issues and disputes. This guide sets out the steps for the dispute resolution process and provides information about what to expect and how to prepare.

In this guide, ‘tenant’ is used to refer to both tenants with residential tenancy agreements and residents with rooming accommodation agreements, both in private rentals and social housing (public and community housing). References to ‘property owners’ refers to both lessors and providers.
Is the tenancy COVID-19 impacted?

Some changes in the COVID-19 response for residential tenancies only apply if the tenant has been impacted by COVID-19. The criteria to determine if a tenant is COVID-19 impacted is defined in section 6 of the *Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020* and is outlined below.

A tenant is suffering or has suffered excessive hardship because of the COVID-19 emergency if:

1. During the emergency period, any of the following apply:
   - they or someone they care for are afflicted by COVID-19
   - they are subject to a quarantine direction
   - a public health direction has closed their employment or restricted their employer’s trade or business, including for example a public health direction has closed a major supplier or customer of their employer
   - they are self-isolating because they or someone they live with, or are a primary carer for, is a vulnerable person
   - they are unable to work because a travel restriction imposed under a public health direction prevents them from working or returning home
   - they have been prevented from leaving or returning to Australia, AND

2. They suffer income loss of 25% or more, OR

3. The rent payable is 30% or more of their reduced income.

If there is more than one tenant under the person’s lease, the income/rent payable test is applied to the household. That is, each of the tenants has suffered or is suffering excessive hardship and there has been a loss of 25% or more of the combined total income of all tenants OR the rent payable under the agreement must be 30% or more of the combined total income of all tenants. Income is total weekly income after tax, including any government payments.

Is your tenancy COVID-19 impacted?

You must have suffered excessive hardship because of COVID-19 and your:

- Household income has reduced by 25% or more
- Rent is now 30% or more of the household’s income

The COVID-19 emergency period is defined by the Chief Health Officer public health direction declaring the COVID-19 public health emergency.

More information about this declaration, including updates about any extensions can be found on the Chief Health Officer public health directions website.
Ending residential tenancy agreements

The COVID-19 emergency response for residential tenancies changed when and why tenancy agreements could end during the eviction moratorium. From 30 September 2020, most of these changes no longer apply.

What will continue until 30 September 2021?

- Tenants experiencing domestic and family violence can end their interest in a tenancy quickly and safely.
- Tenants cannot be listed on a tenancy database for COVID-19 rent arrears.
- Break lease costs will be capped at the equivalent of one week’s rent for eligible tenants that need to end a fixed term lease early.
- Short tenancies (moveable dwellings) can be extended if both parties agree.

Notices to leave issued under additional approved reasons

From 30 September 2020, the approved reasons to issue a notice to leave that were added during the eviction moratorium will no longer be available. This includes notices to leave for owner occupation or premises being sold for property owners and notices of intention to leave because the rental property is in poor condition for tenants.

Between 29 March 2020 and 29 September 2020, owners and lessors who issued a tenant with a notice to leave for owner occupation or premises being sold were unable to relet the property under another agreement.

This was to prevent property owners from misusing the additional notice to leave provisions to end agreements with unwanted tenants. The Residential Tenancies and Rooming Accommodation (COVID-19 Response) Regulation 2020 has been amended to clarify that property owners are only prevented from reletting the property until 30 April 2021.

In some cases, the owner may be able to relet the property sooner than 30 April 2021 if they can provide evidence of a reasonable excuse.

This could include the owner being unable to sell the property after taking reasonable efforts to do so, or if a family member was unable to move into the property and the property remained vacant.

Any misuse of this provision may incur a penalty.

Property owners will be unable to relet a property under another agreement until 30 April 2021.

Further information on valid grounds for ending a tenancy and the necessary notice period that must be given is available on the RTA website at rta.qld.gov.au.

SCENARIO A

Due to COVID-19, property owner A chose to sell their investment property. They issued their tenant a notice to leave for premises being sold on 18 July 2020.

By March 2021, the property had not yet sold, although it had been advertised for sale. Property owner A re-evaluated their options and decided they would relet the property rather than sell.
Property Owner A was able to provide evidence that they had made a reasonable attempt to sell the property. Property owner A has not misused the notice to leave provisions and is able to relet the property.

**SCENARIO B**

Property owner B experienced financial hardship as a result of COVID-19 and issued their tenant with a notice to leave for owner occupation.

In January 2021, Property owner B’s financial situation improved and they decided to relet their rental property.

Under the Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020, Property owner B is not able to relet the property until 30 April 2021. If property owner B relets the property, they will be misusing the notice to leave provision and may incur a penalty.

**Tenancy database listings**

COVID-19 impacted tenants cannot be listed on a tenancy database if they are unable to pay all or some of their rent during the COVID-19 emergency period. This protection applies to unpaid rent from 24 April 2020 to the earlier of:

- the end of the declared COVID-19 public health emergency, or
- 30 September 2021.

The declared COVID-19 public health emergency is a Chief Health Officer public health direction. More information about this declaration, including updates about any extensions can be found on the Chief Health Officer public health directions website.

**Break lease costs for eligible fixed term tenancies**

Eligible tenants who need to end their fixed term lease early will have their break lease costs capped at the equivalent of one week’s rent, after giving the required notice period to end the tenancy.

To be eligible for capped break lease costs the household must have lost 75% or more of their income and have less than $5000 in savings.

Tenants may be asked to provide information to support that they meet these eligibility requirements.

Tenants and property owners or managers should discuss any COVID-19 impacts early and agree on a plan to manage the impacts to sustain the tenancy unless it is not viable to do so.

Conciliation through the RTA can be requested by tenants, property owners or managers if there is a dispute about whether a tenant is eligible for the capped break lease costs.

**SCENARIO C**

Tenant is seeking to break their lease due to increased rent liability.

Tenant 1 is a part-time student who lives in a share house with two other part-time students (Tenant 2 and Tenant 3). Each tenant paid an equal share of $150 per week in rent and there is four months remaining on their fixed term lease.

All three tenants have lost their casual jobs due to business closures following public health orders. Tenants 2 and 3 have returned to their families who live interstate.

Tenant 1 must now pay the full rent of $450 per week. Tenant 1 is not eligible for government support payments and has lost their previous income of $600 per week.

Tenant 1 wants to break the lease to live with an extended family member.

Tenant 1’s income has reduced by over 75% and they have savings of under $5000.

**Tenants 1, 2 and 3 must give the property owner or manager two weeks' notice of their intention to leave and is eligible for the break lease fee cap at the equivalent of 1 week’s rent.**

To cap the break lease cost at one week’s rent the household must have:

- lost 75% of income; and
- less than $5000 in savings
Entry and repairs

The health and safety of tenants, property owners and managers is a priority. Property owners want assurance that their property is being looked after and any repair and maintenance issues are being identified and addressed, and tenants and property managers want to avoid any unnecessary exposure to health risks.

What applied on or before 30 April 2021?

The following measures applied on or before 30 April 2021 and are no longer available

- Tenants may refuse physical entry to the property for non-essential reasons if a household member is vulnerable, but must allow for inspections and other real estate functions to be undertaken virtually or by other means.

- Relaxed requirements for property owners and managers to conduct routine repairs and maintenance. Tenants can still request these if they or a household member are not subject to a quarantine direction and public health directions are followed.

Any entry into rental properties must be in line with public health directions and advice.

Entry requirements and restrictions

From 30 April 2021, entry restrictions and relaxed repair and maintenance obligations that were added during the eviction moratorium will no longer apply.

Non-essential and routine matters, including routine repairs and inspections, inspections for sale, property valuations and reletting, can now be carried out in person.

While entry to the property may be necessary, it is important that tenants’ privacy is respected. The Residential Tenancies and Rooming Accommodation Act 2008 steps out the conditions for when and how an owner, property manager, or tradesperson is able to access the property. It also includes information about obligations for tenants, owners and property managers when repairs or maintenance are needed.

The RTA provides guidance on how to understand and follow these requirements, including when entry to the property is valid and what notice is needed, on their website at rta.qld.gov.au.
What if I am self-isolating or otherwise at risk of COVID-19?

If a tenant is concerned about the health risks of somebody coming onto the property, they should discuss these concerns with the landlord or property manager.

Parties should try to come to an agreement and minimise potential disputes by:

• communicating openly
• understanding each other’s circumstances
• developing an acceptable solution
• documenting any decisions made.

If parties cannot reach agreement, they can access the RTA’s free dispute resolution service at www.rta.qld.gov.au.

SCENARIO D

Tenant C receives an entry notice for a routine inspection scheduled for 4 May 2021. Tenant C is 74 years old and is self-isolating to minimise their chance of contracting COVID-19. Tenant C is nervous about having others enter the property due to possible exposure to COVID-19. Tenant C raises these concerns with the owner.

The owner understands Tenant C’s concerns and recognises that Tenant C is a reliable tenant who has always taken good care of the property. The owner agrees for the tenant to take digital photos of the property and send them electronically to the property manager. The property manager is satisfied that the photos provide sufficient evidence that the property is in good condition.

SCENARIO E

Tenant D receives an entry notice for a routine inspection scheduled for 18 May 2021. Tenant D is uncomfortable with anyone coming onto the property due to the risk of COVID-19 and raises these concerns with the property manager.

The property manager and property owner discuss Tenant D’s concerns and agree that a routine inspection can be conducted safely in person, in line with public health directions and with social distancing measures strictly followed.

Tenant D still feels concerned and contacts the RTA to use the free dispute resolution service. Through conciliation, the parties are able to reach an agreement for the property inspection to be held.
Special considerations for vulnerable renters

Supporting tenants experiencing domestic and family violence

Ending domestic and family violence is a community responsibility. More people are seeking help for domestic and family violence issues as the COVID-19 pandemic places additional stress on households.

Tenants experiencing domestic and family violence have more options to manage their tenancy arrangements and enact plans to end the violence. This protection will continue to apply until 30 September 2021.

Continuing protections

Tenants experiencing domestic and family violence can:

- end their interest in a tenancy agreement by providing the property owner or manager seven days’ notice of their intention to leave supported by appropriate evidence
- leave immediately after providing the notice and their liability for break lease costs will be capped at the equivalent of one week’s rent
- request their rental bond contribution to be refunded to them
- change the locks to their rental property without consent and must provide copies of keys or access codes to the rental property owner or manager as soon as practicable.

Property owners can ask remaining co-tenants to top-up the rental bond if a bond contribution is refunded to a tenant who ends their interest in a lease due to domestic and family violence.

Property owners and managers have new obligations to prevent misuse or disclosure of information in a notice of intention to leave for domestic and family violence, with penalties if they are not met.

Ending a tenancy quickly and safely to enact plans to end domestic and family violence

A tenant experiencing domestic and family violence can end their interest in a tenancy agreement by giving the property owner or manager at least seven days’ notice of their intention to leave. The tenant could leave immediately and their liability for rent would be limited to the end of this notice period. They would also not be responsible for lost rent, advertising or reletting fees or costs of disposing of abandoned goods.

The tenancy would end after the required notice period if the tenant experiencing domestic and family violence is a sole tenant. If there are co-tenants, the tenancy continues.
Evidence to support Notice of Intention to Leave for domestic and family violence

**SCENARIO F**
Tenant E can no longer safely continue to occupy premises because of the domestic violence they are experiencing. Tenant E leaves immediately and ends their interest in their agreement by providing the property manager seven days’ notice of their intention to leave supported by appropriate evidence.

Tenants who provide a Notice of Intention to Leave for domestic and family violence will need to substantiate that they are or have experienced domestic and family violence during the tenancy.

*Tenants do not need to disclose details about the domestic and family violence they have experienced, and property owners and managers should not request this information.*

Tenants can substantiate they have experienced domestic and family violence during the tenancy by allowing the property manager or owner access to one of the following documents:

- a protection order or temporary protection order
- a police protection notice
- an interstate order
- an injunction for personal protection under the *Family Law Act 1975* (CTH)
- a report, in the approved form, about domestic violence signed by an authorised professional.

An authorised professional could be a doctor, social worker, refuge or crisis worker, domestic and family violence support worker or case manager, Aboriginal and Torres Strait Islander medical service worker, or solicitor.

Seeking review of a DFV Notice of Intention to Leave

A property owner or manager can make an urgent application to the Queensland Civil and Administrative Tribunal to review whether a DFV Notice of Intention to Leave has been validly given.

Property owner and manager obligations after receiving a DFV Notice of Intention to Leave

A property owner or manager who receives a DFV Notice of Intention to Leave from a tenant must inform the tenant:

- if they intend to apply to the Queensland Civil and Administrative Tribunal to have the notice set aside
- if there are other tenants on the lease, that the other tenants will be informed that the tenant is vacating the property and when, and that the agreement continues for the other tenants.

Property owner and manager obligations to remaining tenants on the lease after being notified that a tenant is vacating

Where more than one tenant is on the lease, property owners and managers are required to give notice to any remaining tenants on the lease that:

- the vacating tenant’s interest in the lease has ended, and
- the lease continues for the remaining tenants, and
- the remaining tenants must top up the rental bond on a stated day that is not less than one month after they are given the notice.

---

**Notice period for ending a tenancy where a person is escaping domestic and family violence**

<table>
<thead>
<tr>
<th>Tenancy Type</th>
<th>Minimum Notice Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>General tenancies</td>
<td>7 days, but can leave immediately</td>
</tr>
<tr>
<td>Rooming accommodation</td>
<td>7 days, but can leave immediately</td>
</tr>
<tr>
<td>Moveable dwellings</td>
<td>Long term agreement notice period = 7 days, but can leave immediately</td>
</tr>
<tr>
<td>Short-term agreement</td>
<td>Short-term agreement notice period = N/A</td>
</tr>
</tbody>
</table>
Remaining tenant obligations after a tenant vacates for domestic and family violence

The lease continues for the remaining tenants and they are required to meet all the obligations under the agreement. Where a bond is held for the rental property and the vacating tenant’s contribution has been refunded to them, the remaining tenants may be asked to top up the bond amount to restore the rental bond to the amount required under the lease. The property owner or manager is required to provide the remaining tenants with a notice outlining the stated day that the remaining tenants must have restored the bond to the full amount.

Property owner and manager obligations to prevent misuse and disclosure of domestic and family violence information

Property owners and managers will incur a penalty of up to 100 penalty units if they:

- disclose information about the tenant’s experience of domestic and family violence to another person except in accordance with applicable laws, or
- fail to securely store and handle any domestic and family violence information that is given to them.

Property owners and managers cannot disclose forwarding address information from tenants who provide a DFV Notice of Intention to Leave.

Rental bond contribution refunds by tenants that have provided a DFV Notice of Intention to Leave

Tenants that have provided a valid DFV Notice of Intention to Leave can apply to the RTA to have their rental bond contribution refunded.

The RTA can refund the bond contribution with the property owner’s agreement. Other bond contributors’ agreement would not be required.

Vacating tenant liability for property damage and rent arrears

Tenants that provide a valid DFV Notice of Intention to Leave will not be liable for property damage or rent arrears caused by the domestic and family violence they experienced during the tenancy.

They are liable for any property damage or rent arrears that they caused that are not due to acts of domestic and family violence against them.

Resolving claims against the vacating tenant’s rental bond contribution

The Queensland Civil and Administrative Tribunal (QCAT) can determine the rights and liabilities of all tenants and the property owner if there is a dispute about refunding the vacating tenant’s rental bond contribution, including about:

- the condition of the property
- the cause of damage or arrears during the tenancy
- connection to any acts of domestic and family violence experienced by the vacating tenant.

Changing locks to enact plans to end domestic and family violence

A tenant experiencing domestic and family violence can change the locks in their rental property to ensure their personal safety.
The tenant:

- does not require the property owner or manager’s prior consent
- must ensure the locks are changed by a qualified tradesperson or locksmith
- is responsible for all costs involved and ensuring the locks comply with relevant body corporate by-laws
- must provide copies of the keys or access codes to the property owner or manager within seven days unless there is a reasonable excuse not to (e.g. providing the keys or access code to the property owner or manager would expose the tenant to risk of further domestic and family violence).

A tenant cannot change locks to common property in community title schemes, such as general entry or exit doors to apartment complexes or fire safety doors.

For rooming accommodation, the provider must change or repair the lock that secures entry to the resident’s room if the resident believes it is necessary to protect the resident from domestic and family violence.

**Giving copies of keys or access codes for changed locks to other people**

Property owners and managers cannot give copies of keys or access codes for locks changed by tenants to enact plans to end domestic and family violence to anyone unless the tenant agrees in writing to do so.

---

**If you need help or support for domestic and family violence issues, please contact:**

<table>
<thead>
<tr>
<th>Hotline</th>
<th>Number</th>
<th>Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Emergency Response – 000</strong></td>
<td>24/7</td>
<td>Call for police, ambulance or fire services if you are in imminent danger or been harmed or involved in a violent incident</td>
</tr>
<tr>
<td><strong>DVConnect Womensline – 1800 811 811</strong></td>
<td>24/7</td>
<td>Assists women and their children obtain safe refuge accommodation, counselling and referral to other support services</td>
</tr>
<tr>
<td><strong>DVConnect Mensline – 1800 600 636</strong></td>
<td>9am to 12am, 7 days</td>
<td>Provides counselling, information and referral to men affected by domestic and family violence. Assists men experiencing domestic and family violence and men looking for help to stop their abusive behaviour</td>
</tr>
<tr>
<td><strong>Elder Abuse Helpline – 1300 651 192</strong></td>
<td>9am to 5pm weekdays</td>
<td>Provides information and support to older people who experience elder abuse</td>
</tr>
<tr>
<td><strong>Sexual Assault Helpline – 1800 010 120</strong></td>
<td>7.30am to 11.30pm, 7 days</td>
<td>Provides counselling, information and referral to people who have experienced sexual assault</td>
</tr>
<tr>
<td><strong>1800 RESPECT – 1800 737 732</strong></td>
<td>24/7</td>
<td>National service providing crisis and trauma counselling to people affected by domestic, family and sexual violence</td>
</tr>
<tr>
<td><strong>Policelink – 131 444</strong></td>
<td>24/7</td>
<td>Can be used to report crimes or if you feel threatened or in danger</td>
</tr>
</tbody>
</table>
Managing rent and unpaid rent

COVID-19 impacted tenants may have unpaid rent owing at the end of the eviction moratorium period on 29 September 2020. Some may also continue to face challenges paying some or all their rent or meeting repayment requirements for unpaid rent agreed with the property owner or manager through a tenancy or residency variation agreement.

When making agreements, ensure all parties are clear about each others’ expectations.

<table>
<thead>
<tr>
<th>Rent waiver</th>
<th>Rent reduction</th>
<th>Rent deferral</th>
<th>Rent variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>where the parties agree to reduce the rent for a period of time and the tenant does not have to repay the difference between the original rent and reduced rent.</td>
<td>where the amount of rent to be paid is lower than the rent required to be paid under the tenancy agreement. Any obligations about whether the rent reduction is permanent, time limited or if the tenant is expected to repay the difference should be clearly understood.</td>
<td>where the parties agree to reduce the rent for a period of time and the tenant has to repay the difference between the original rent and reduced rent. This may include a repayment plan.</td>
<td>where the amount of rent to be paid is changed from the amount of rent that is required to be paid under the tenancy agreement.</td>
</tr>
</tbody>
</table>

Tenancy and residency variation agreements

From 30 September 2020, tenants and property owners and managers will no longer be able to enter tenancy or residency variation agreements (RTA Forms 18d, 18e, and 18f) to record their agreements around rent amounts and unpaid rent.

However, if the parties entered a variation agreement on or before 29 September 2020 it continues to apply until the agreed end date.

When a variation agreement expires, the terms of the original tenancy agreement apply. This might include going back to the rent amount set out in the original tenancy agreement or an obligation to start repaying unpaid rent.

From 30 September 2020, if a tenant breaches a variation agreement that has not expired this can be managed using the notice to remedy breach process under the Residential Tenancies and Rooming Accommodation Act 2008 (RTRA Act).

To avoid confusion, parties are encouraged to confirm in writing what was agreed and what is required at the end of the variation agreement.

Unpaid rent dispute resolution requests made on or before 29 September 2020

Dispute resolution requests made to the RTA or QCAT on or before 29 September 2020 will continue to be progressed under the requirements that applied at the time the request was made, even if the matters are not finished by 29 September 2020. The RTA and QCAT will apply the regulatory measures that were in place on or before 29 September 2020 in these matters.

QCAT will be able to make orders it considers appropriate about unpaid rent, including to terminate the tenancy, taking into consideration:

- any variation agreements entered by the parties,
- the financial and medical effects of the COVID-19 emergency on parties to the application, and
- the likely difficulty parties to the application may have in complying with the order while also complying with public health directions relevant to them.
Managing unpaid rent from 30 September 2020

Different processes applied to unpaid rent for COVID-19 impacted tenants that accrued during the eviction moratorium period, including the show cause notice and mandatory conciliation.

From 30 September 2020, these processes are no longer required and the normal processes set out in the RTRA Act for managing unpaid rent apply.

The property owner or manager and tenant should discuss any unpaid rent and try to work out a solution, such as a repayment schedule, taking into account the circumstances of both parties and how any agreement would impact them. If any agreement is not met a Notice to Remedy Breach (Form 11) can be issued, allowing tenants reasonable time to repay any arrears.

If the tenant does not repay the arrears as per the Notice to Remedy Breach, property owners can consider issuing the tenant a Notice to Leave (Form 12). If the tenant does not vacate the rental property as per the Notice to Leave, an application can be made to the QCAT to seek a warrant of possession. QCAT will consider any variation agreements made between the parties, the circumstances of both parties and any health directions when making their order.

**SCENARIO G**

Tenant F fell into rent arrears in mid-August 2020 due to job loss linked to COVID-19.

The property owner started the show cause process and undertook mandatory conciliation with Tenant F through the RTA.

The parties entered into a tenancy variation agreement on 20 September 2020 that allows Tenant F to pay reduced rent until 15 November 2020. After this date the rent reverts back to the original amount and they are required to repay an additional $50 per week until the end of their fixed term on 14 January 2021.

Because the tenancy variation agreement was entered into before 29 September, the tenancy variation agreement will continue to apply until its end date and the tenant cannot be evicted for rent arrears.

**SCENARIO H**

Tenant G has been in rent arrears since 1 September 2020, however the property owner did not start any formal show cause process before 29 September 2020, preferring to see how things went.

From 30 September 2020, the property owner may decide to issue a Notice to Remedy Breach (Form 11) to Tenant G, providing them with seven days’ notice to remedy the rent arrears breach.

Tenant G could apply to the RTA for conciliation to help negotiate an outcome.

If the issue is not resolved, the property owner could commence the usual processes to issue Tenant G with a Notice to Leave and apply to QCAT for an order if the tenant didn’t vacate the premises.

**SCENARIO I**

Tenant H falls into rent arrears in mid-December 2020 due to job loss linked to COVID-19.

The property owner could commence usual breach proceedings and issue a Notice to Remedy Breach (Form 11).

The property owner decides to issue the tenant with a Notice to Remedy Breach after the rent has been unpaid for at least seven days. Instead of giving Tenant H seven days to remedy the breach, the property owner allows Tenant H four weeks to bring the rent up to date to allow time for Tenant H to access income support.
TENANTS

If you are having trouble paying your rent due to COVID-19:

• take all reasonable steps to access income support
• let your property owner or manager know as soon as possible
• make them aware of your situation and talk about possible solutions such as a rent reduction or repayment schedule
• provide some evidence to support your claim, such as a copy of an employment separation certificate, confirmation from Centrelink, a medical certificate, or information similar to what you provided when you started your tenancy
• consider the impact on your property owner as well, who may also be suffering financial hardship
• record any agreement you reach about changes to the rent in writing and keep a copy
• if unable to reach agreement, consider applying for free voluntary conciliation through the RTA.

You must continue to pay the rent amount set out in your tenancy agreement and are liable for any rent arrears accrued, unless otherwise agreed with the property owner or manager.

What if a tenant continues having trouble paying rent?

Some Queensland tenants and property owners are being impacted by COVID-19.

Tenants and property owners and managers should work through this together by considering the other’s point of view and being understanding and reasonable in their dealings with each other.

Tenants who are unable to pay their usual rent due to income loss associated with COVID-19 should discuss their situation with their property manager or owner.

The RTA provides guidance on resolving tenancy issues on their website at www.rta.qld.gov.au.

Parties must continue to abide by the terms of the tenancy agreement and tenants should continue to pay their full rent.

SCENARIO J

Tenant I entered into a written tenancy variation agreement with the property owner on 1 July 2020 to defer their rent payments by $100 a week and start repaying the original rent amount plus the deferred rent on 1 October 2020 until their fixed term tenancy ends on 5 January 2021.

Tenant I complies with the terms of their tenancy variation agreement as outlined above.

The property owner’s circumstances change in that they lose their job and need to move back into the rental property.

As Tenant I is complying with the terms of the tenancy variation agreement and is not in breach of their tenancy obligations, the property owner cannot end the agreement for breach of agreement relating to unpaid rent.

The options to end the tenancy agreement for the property owner would be to negotiate with the tenant for an earlier end date, or to apply to QCAT to end the tenancy on the grounds of the property owner’s excessive hardship. QCAT would consider the terms of the tenancy variation agreement in place, along with other relevant matters, when making the order.
Residential Tenancies Practice Guide

Property owner hardship

If the property owner is experiencing financial hardship, they have a range of options available, and should talk to their lender about mortgage relief such as deferring repayments. They may also be eligible for land tax concessions announced by the Queensland Government.

Some property owners, such as self-funded retirees, may be reliant on rental income to meet essential costs of living (such as costs of their own personal housing, food and utilities). These concerns can be raised during conciliation and the owner can provide evidence to support their position.

PROPERTY OWNERS AND MANAGERS

If your tenants are likely to have difficulty meeting rent payments due to the impacts of COVID-19:

• start talking to them early about their options and keep discussions going, as circumstances can change quickly
• be reasonable when considering requests for rent adjustments. It is always better to keep good, long-term tenants than find new tenants
• consider the situation the tenant will be in when the COVID-19 pandemic subsides
• agree to the terms of any rent adjustments and be clear about expectations, for example, how much the rent can be reduced by and for what period, or whether tenants will be required to repay any of the difference between the new rent and the original rent
• put the agreement in writing, including any special conditions. Make sure both parties have a copy
• if unable to reach agreement, consider applying for free voluntary conciliation through the RTA.

Tenants and property owners should make each other aware of material changes in their circumstances that may impact any agreement they have reached.
What happens if parties can’t agree

Tenants and property owners and managers are encouraged to agree on solutions together.

If this is not possible, they may use the RTA’s conciliation service to help come to a workable agreement.

The RTA can assist with conciliation for the following COVID-19 issues:

- rent variation
- ending agreements
- managing tenancies (e.g. entry, repairs and maintenance).

The parties can apply to QCAT if conciliation is unsuccessful.

In the interim, tenants should keep paying their rent.

Preparing for conciliation at the RTA

The RTA’s dispute resolution service is free and the conciliators are impartial.

RTA conciliators have extensive experience in negotiating rental disputes and are best placed to guide parties through the impacts of COVID-19. They help you, and the other person, make informed decisions and reach an outcome that is acceptable to you both. Their knowledge and experience of the residential rental sector will support parties to consider all possible options based on Queensland tenancy legislation.

The following pieces of evidence will support the conciliation process:

- Evidence of loss of income, such as an employment separation letter, notice of being ‘stood down’ or evidence of reduced hours.
- Evidence that a tenant has had to stop working or substantially reduce work hours due to illness with COVID-19, or to care for a household or family member with COVID-19, or has had to self-isolate due to health vulnerabilities.
- Documents to demonstrate your income support payments or the steps you’ve taken towards getting income support such as confirmation of your Centrelink application.
- Appropriate evidence to support restrictions on entry due to vulnerability or health concerns of household members, such as a doctor’s certificate.

Complete the dispute resolution request form (RTA Form 16) at www.rta.qld.gov.au and email a scanned version to bonds@rta.qld.gov.au or post it to RTA, GPO Box 390, Brisbane Queensland 4001.

An RTA conciliator will contact the person who made the request to discuss the details of the dispute. In the meantime, it is a good idea to compile any additional documents or evidence that may be required.

The RTA will confirm the request by email or letter.
Rights and responsibilities

It is important to be aware of your rights and responsibilities during the COVID-19 pandemic.


Call the RTA hotline on 1300 366 311 from 8:30am to 5pm, Monday to Friday.

Tenants can also visit the Tenants Queensland or QSTARS websites [www.tenantsqld.org.au](http://www.tenantsqld.org.au) or [www.qstars.org.au](http://www.qstars.org.au).

Call QSTARS on the statewide advice number 1300 744 263 from 9am to 5pm, Monday to Friday (with extended hours to 7pm Tuesdays and Wednesdays).

Property managers who are members can visit the Real Estate Institute of Queensland website – [www.reiq.com](http://www.reiq.com).
Conciliation

> Step 1 Self resolution

- **Find out your options and obligations**
  - Try to negotiate a solution with the other party
  - Put any agreement in writing and keep a copy

If you can’t reach agreement privately, apply to the RTA for dispute resolution

> Step 2 Application

- **Apply for RTA conciliation**
  - (use Form 16 Dispute Resolution Request)
  - Provide supporting evidence now to avoid delays.
  - Examples:
    - medical certificate
    - letter of separation from employer
    - evidence of reduced hours
    - evidence of application to Centrelink for assistance
    - letter from accountant

RTA confirms conciliation and:
- notifies parties
- briefs parties on process, preparation and scheduling

> Step 3 Conciliation

- **RTA conciliator engages parties using shuttle**
  - (1:1 discussions) and/or 3-way teleconferences

Parties agree and sign an amended tenancy agreement

Parties fail to reach agreement
- RTA issues Notice of Unresolved Dispute
- Party applies to QCAT to resolve dispute

What to expect at conciliation
The conciliator will:
- open the discussion
- invite each party to make an initial statement
- acknowledge parties’ statements and identify issues
- encourage open discussion and exploration
- lead parties to generate options and initial negotiation
- inform all parties of final outcomes and next steps.