

**Unite**   
**against**

**COVID-19**

# Residential Tenancies Practice Guide

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

UPDATED September 2020



**Queensland  
Government**

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# 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 ready to begin transitioning back to normal tenancy arrangements to support economic recovery while standing ready to respond to ongoing COVID-19 public health risks.

On 16 September 2020, the Queensland Government announced changes to its COVID-19 response that will support the residential tenancies and rooming accommodation sectors transition back to normal arrangements when the eviction moratorium ends on 29 September 2020.

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 April 2021**

Protections that continue to apply until 30 April 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
- 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).

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# Purpose of this guide

This document is made by the Minister for Housing and Public Works, Minister for Digital Technology and Minister for Sport 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, including how to manage issues that happened or started during the eviction moratorium period (29 March to 29 September 2020) and after the moratorium ends.

The guide provides information about negotiating changes to residential tenancy and rooming accommodation agreements for people impacted by COVID-19 to help agree on a solution that considers the circumstances of both parties.

The Residential Tenancies Authority's free dispute resolution service is available to help tenants, property owners and managers to reach agreement on renting issues and disputes. The 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.

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# 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

Or



Rent is now 30% or more of the household's income

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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](#).**

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# 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 will no longer apply.

Notices issued using additional approved reasons on or before 29 September 2020 are still effective. Notices to leave without grounds issued to COVID-19 impacted tenants on or before 29 September 2020 are invalid and another notice to leave would need to be issued to the tenant if the owner wants to end the tenancy on this basis.

## What applied on or before 29 September 2020?



A freeze on evictions for rent arrears if the tenant is unable to pay rent because they have suffered or are suffering excessive hardship because of the COVID-19 emergency between 29 March and 29 September 2020.



Fixed term tenancy agreements with COVID-19 impacted tenants due to end before 29 September 2020 must be extended to at least 30 September 2020, unless the tenant requests a shorter term.



Property owners needed to have an approved reason to end a tenancy with a COVID-19 impacted tenant.



Approved reasons for property owners and tenants to end a tenancy were added, including:

- the property owner or their immediate family needs to move into the rental property
- the property owner is preparing the property for sale or the property has been sold and vacant possession is required
- the tenant finds on moving into the property that it is not in good repair.

## What will continue until 30 April 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.

Notices issued under these additional approved reasons on or before 29 September 2020 will continue to be effective. Parties must ensure the required notice has been given:

- owner occupation – 2 months’ notice. Handover day cannot be before a fixed term agreement ends
- premises being sold – 2 months’ notice. Handover day can be before a fixed term agreement ends
- condition of rental property – must be issued within 7 days of moving in. Handover day cannot be earlier than the day the notice is given.

An owner commits an offence and may incur a penalty if they misuse notices to leave for owner occupation or premises being sold by:

- including false or misleading information in the notice, or
- renting the property to a person under another agreement.

### SCENARIO A

Property owner A’s fixed term agreement with their tenant ends on 31 December 2020. Property owner A has sold the rental property subject to vacant possession and issued a notice to leave for premises being sold to their tenant on 17 August 2020 with handover day to be at the expiry of the 2 months’ notice (17 October 2020, plus time for delivery of the notice).

The notice to leave for premises being sold is valid. Property owner A’s tenant must handover vacant possession at the end of the 2 months’ notice.

### SCENARIO B

Property owner B is a “rentvestor” who owns a rental property and rents the house they live in.

They have a fixed term lease with the tenant in their rental property until 15 October 2020.

Due to COVID-19, property owner B wants to stop renting when their lease ends on 30 September 2020 and move into the property they own. They issued a notice to leave for owner occupation to their tenant on 5 August 2020.

While the notice to leave for owner occupation is valid, handover day cannot be before the end of the fixed term agreement on 15 October 2020.

## Notices to leave without grounds issued to COVID-19 impacted tenants

During the moratorium period, owners were required to have an approved reason to end a tenancy if their tenant was COVID-19 impacted.

Notices to leave without grounds issued to COVID-19 impacted tenants during the moratorium period have no effect. If owners intend to end a tenancy with a COVID-19 impacted tenant without grounds, the tenant must be given another notice to leave without grounds from 30 September 2020.

Notices to leave without grounds issued during the moratorium period to tenants who are not COVID-19 impacted are valid.

### SCENARIO C

Property owner C issued a notice to leave without grounds to their tenant on 15 May 2020. Their tenant provided evidence that they were COVID-19 impacted. The notice to leave without grounds is invalid.

If Property owner C intends to end the tenancy without grounds, they must issue a new notice to leave without grounds after 29 September 2020. The tenant must be given at least 2 months’ notice and Property owner C can’t end a fixed term early unless the tenant agrees.

### SCENARIO D

Property owner D issued a notice to leave without grounds to their tenant on 16 September 2020. Their tenant provided evidence that they were COVID-19 impacted. The notice to leave without grounds is invalid.

If Property owner D intends to end the tenancy without grounds, they must issue a new notice to leave without grounds after 29 September 2020.

The tenant must be given at least 2 months' notice and the owner can't end a fixed term early unless the tenant agrees.

### SCENARIO E

Property owner E issued a notice to leave without grounds to their tenant on 28 August 2020.

Their tenant is not COVID-19 impacted. The notice to leave without grounds is valid if 2 months' notice was given.

Property owner E's tenant must vacate the rental property on the handover day after the required 2 months' notice period ends.

### SCENARIO F

Owner issues a notice to leave to Tenant F because the premises are being sold and require vacant possession. Tenant F vacates the rental property on the handover day after the required 2 months' notice on 1 October 2020.

Two weeks later, Tenant F finds the property owner has rented the property to another person under a new agreement. The tenant makes a formal complaint to the RTA regarding the potential misuse of this provision.

The RTA investigates and confirms that the owner misused the notice to leave for premises being sold ground and the owner is fined 50 penalty units.

## 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 until 30 April 2021 to unpaid rent from 24 April 2020 to the earlier of:

- the end of the declared COVID-19 public health emergency, or
- 30 April 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 G

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

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# Entry and repairs

Ensuring the health and safety of tenants, property owners and managers is a priority during the COVID-19 emergency period. Property owners want assurance that their property is being looked after, and tenants and property managers want to avoid any unnecessary exposure to health risks.

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

Property owners and managers should consider:

- ✓ if entry for non-essential or routine matters can be deferred
- ✓ if inspections and other real estate functions can be undertaken virtually or by other means
- ✓ the health and wellbeing of tenants, themselves and the broader community.

## When entry may be necessary

Entry may be necessary in some circumstances to respond to emergency repairs or comply with ongoing regulatory obligations that ensure tenant safety in the rental property, such as monitoring smoke alarms and electrical safety switches.

Entry is also permitted if the property owner or manager reasonably believes this is necessary to protect the premises from damage.

Tenants and property owners and managers should work together to allow entry in these circumstances while observing COVID-19 public health directions and advice. This includes agents selling properties and holding open houses.

It is important to try to reach mutually beneficial outcomes where possible. This might involve allowing inspections via video conference or emailing photographs.

### SCENARIO H

Tenant H receives an entry notice for a smoke alarm maintenance. As this is an essential reason, Tenant H cannot refuse this inspection. The maintenance contractor is conscious that Tenant H is a vulnerable person and takes every possible precaution to reduce the risk of potential transmission of COVID-19 to the vulnerable tenant.

## SCENARIO I

Tenant I receives an entry notice for a routine inspection scheduled for 20 October 2020. Tenant I is 74 years old and is self-isolating to minimise their chance of contracting COVID-19. Tenant I refuses the routine inspection but agrees to take digital photos of the property and sends them electronically to the property manager. The property manager is satisfied that the photos provide sufficient evidence that the property is in good condition.

## When can tenants refuse physical entry?

Tenants can agree to entry for non-essential reasons, however, they have new rights to refuse entry if:

- ① They or a member of their household is the subject of a quarantine direction, or
- ② The property owner or manager is the subject of a quarantine direction, or
- ③ Entry would contravene a public health direction, or
- ④ They or a member of their household is a vulnerable person who Queensland Health advises should limit their contact with other people, for example:
  - people aged 70 years and over
  - people aged 65 years and over with existing medical conditions
  - people with compromised immune systems, and
  - Aboriginal and Torres Strait Islander people aged 50 years and over with an existing medical condition.

These changes mean if a tenant or household member has been diagnosed with COVID-19 and is self-isolating in accordance with Queensland Health Directions, parties should defer entry.

Non-essential reasons for entry to premises include routine repairs and inspections, inspections for sale, property valuations and reletting.

## Tenant obligations if they refuse physical entry

Property managers or owners may request entry to monitor the condition of the property, or other real estate functions, such as viewings for sale or reletting. Vulnerable tenants who refuse physical entry to the rental property for these activities must allow the inspection to be carried out by a videoconference with the property owner or manager or by providing access to photographs or video of the premises that meet the needs of the property owner or manager. Tenants are not required to purchase equipment, applications or services to allow for a virtual inspection to occur, for example, cameras, phones or internet services.

Further information about public health directions, including non-essential business and activities during the COVID-19 emergency can be found at [www.health.qld.gov.au/system-governance/legislation/cho-public-health-directions-under-expanded-public-health-act-powers](http://www.health.qld.gov.au/system-governance/legislation/cho-public-health-directions-under-expanded-public-health-act-powers).

The parties should speak with each other about any concerns and try to minimise potential disputes by:

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

If they cannot reach agreement, they can access the RTA's free dispute resolution service at [www.rta.qld.gov.au](http://www.rta.qld.gov.au).

## Relaxed repair and maintenance obligations

Requirements for property owners and managers to conduct routine repairs and maintenance have been relaxed.

Tenants can still request these if they or a household member are not subject to a quarantine direction and public health directions are followed.

## SCENARIO J

Tenant J has requested that cracked tiling on the patio area be repaired. The property owner is a tradesperson who will conduct the maintenance themselves, but is currently self-quarantining after returning from interstate to care for a relative with COVID-19. The property owner will carry out the repairs once they are able to do so, according to Queensland Health directions, or arrange for a tradesperson to do the repairs if they are causing a safety hazard.

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# 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 April 2021.

### Continuing protections

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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.

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## 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

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 order.
- an interstate order
- 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.

## 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.

### SCENARIO K

Tenant K can no longer safely continue to occupy premises because of the domestic violence they are experiencing. Tenant K 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.

## 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:**

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

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# 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.

**Rent waiver:** 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.

**Rent deferral:** 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.

**Rent reduction:** 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.

**Rent variation:** 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.

## 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 L

Tenant L 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 L through the RTA.

The parties entered into a tenancy variation agreement on 20 September 2020 that allows Tenant L 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 M

Tenant M 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 12) to Tenant M, providing them with seven days' notice to remedy the rent arrears breach.

Tenant M 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 M with a Notice to Leave and apply to QCAT for an order if the tenant didn't vacate the premises.

### SCENARIO N

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

If the property owner wants to start the process to manage these arrears on or before 29 September 2020, they need to follow the show cause process and mandatory conciliation may be requested if there is a dispute.

From 30 September 2020, the property owner could commence usual breach proceedings and issue a Notice to Remedy Breach (Form 12).

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 N seven days to remedy the breach, the property owner allows Tenant N four weeks to bring the rent up to date to allow time for Tenant N to access income support.

### SCENARIO O

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

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

As tenant O 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.

## What if a tenant continues having trouble paying rent?

Many 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](http://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.

## 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 rent reductions.  
A template letter from the RTA is available for tenants to request a variation to their rent
- 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.**

### SCENARIO P

Tenant P lost employment and fell into rent arrears.

The property owner followed the show cause process in place on or before 29 September 2020 and applied for conciliation with the RTA where tenant P was able to demonstrate that they were COVID-19 impacted.

Through conciliation, the parties were able to reach agreement and enter a tenancy variation agreement that offered a temporary rent reduction.

Tenant P complied with the rent variation initially, but then fell further behind in arrears.

From 30 September 2020, the property owner may proceed to have tenant P's tenancy terminated as tenant P failed to meet the terms of the tenancy variation agreement.

### SCENARIO Q

Tenant Q's relationship broke down and tenant Q's partner moved out.

Tenant Q decided to remain in the tenancy alone and all parties agreed to alter the lease accordingly.

Tenant Q began to have difficulty paying the rent in September.

The property owner held off on the show cause process and worked closely with Tenant Q to manage the situation.

The property owner can decide to follow the standard breach process for rent arrears at any stage as tenant Q is not COVID-19 impacted.

### SCENARIO R

Tenant R's employment hours reduce, and they fall into rent arrears.

Tenant R's property manager follows the correct processes in place on or before 29 September 2020, including the show cause and mandatory conciliation.

It gets to 3 October 2020 and the parties are still waiting for their RTA conciliation conference.

Although mandatory conciliation is no longer required after 29 September 2020, the parties request mandatory conciliation as appropriate action was taken prior to 29 September 2020 and the protections applied to the tenancy at that point in time.

If conciliation with the RTA is unsuccessful, the matter can progress to QCAT for a decision, including orders about unpaid rent or termination, if necessary.

QCAT will consider the matter on the basis of the regulatory measures that applied on or before 29 September 2020 and can 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 the parties may have in complying with the order and any public health directions relevant to them.

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
- a template letter is provided for you to respond to your tenant's request for a rent adjustment.
- 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, and 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 factors may be considered in determining a new rent

Tenants who are experiencing excessive hardship due to the impacts of COVID-19 and are unable to pay their rent should discuss their situation with their property manager or property owner.

Parties should try to negotiate a new rent amount that is reasonable and affordable, based on their changed circumstances, as well as any conditions, including whether any rent repayments need to be made and the timeframe for the rent adjustment.

This amount will depend on the individual circumstances of the tenant and the people in their household.

Typically, an affordable rent is no more than 30% of total household income (the income of all members of a household who usually contribute to rent).

Some households, such as single person households, are more likely to be at risk of housing stress than other household types.

Some households with higher incomes may be able to pay more than 30% of their income in rent without being in housing stress.

Each negotiation should also consider the circumstances of the property owner and any hardship they may be experiencing. Property owners may be asked to provide evidence of financial impact.

Parties should make all reasonable attempts to access relevant federal and state financial relief packages, such as the JobSeeker payment. Property owners may also consider accessing mortgage relief through their financial institution or making a claim against their insurance if relevant to them.

Property owners and managers must not encourage tenants to access their superannuation early to cover any rental arrears. This could constitute unlicensed financial advice and may not be in the best interests of the tenant. Financial advice must only be provided by qualified and licensed financial advisers or counsellors, not by property owners and managers.

## What evidence is required?

It is reasonable for a property owner to request information about changes to their tenant's circumstances due to COVID-19 impacts. It is common for prospective tenants to provide information about their income and employment status when they apply for and negotiate a lease. It is reasonable to provide similar information to substantiate tenant requests for rent adjustments due to impacts of COVID-19.

The tenant can provide simple documents to show that they are impacted by COVID-19, for example proof of:

- job termination/stand-down or loss of work hours
- government income support
- a medical certificate
- prior income.

Parties should provide accurate information to support discussions with the property owner or manager. There are penalties for providing false or misleading information about COVID-19 related hardship.

## What is considered 'income'?

Income is the total weekly income after tax, including any government payments.

As a general guide, all regular forms of income from wages, earnings and Commonwealth income support (such as JobSeeker or regular Centrelink or Department of Veterans' Affairs payments) should be counted as income.

Tenants will not be required to draw down on their superannuation and will not be required to sell basic personal assets, such as the family car or furniture.

## How long should the new rent apply for?

Parties that agree to a new rent amount should also consider the duration it applies for or consider including a time when this will be reviewed. This will allow for changes in parties' circumstances to be considered and provide clarity about how and when these discussions will take place.

## What happens if circumstances change?

The tenant must notify the property owner of a change in circumstances regardless of whether there is an increase or decrease in total household income. The tenant can ask the property owner for the rent amount to be reviewed at any time during the agreed variation to rent amount if the household's circumstances change, such as a change in income or if a person leaves or joins the household.

The parties' should discuss the change in circumstances and try to agree a further variation of rent.

## Applying the new rent amount

Once a new rent amount is agreed, this should be put in writing as it varies the existing tenancy agreement. If the tenant is not able to meet the new rent amount, they should discuss their circumstances with the property owner or manager. The repayment of rent arrears is a matter for negotiation between the tenant and property owner including through the conciliation process if required, to ensure a fair outcome that considers the circumstances of both parties.

## 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.

## Rights and responsibilities

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



Visit the Residential Rental Hub at [www.covid19.qld.gov.au](http://www.covid19.qld.gov.au).



on 1300 366 311, 8.30am to 5pm, Monday to Friday or visit [www.rta.qld.gov.au](http://www.rta.qld.gov.au).

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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)

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# 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 due to COVID-19, 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.

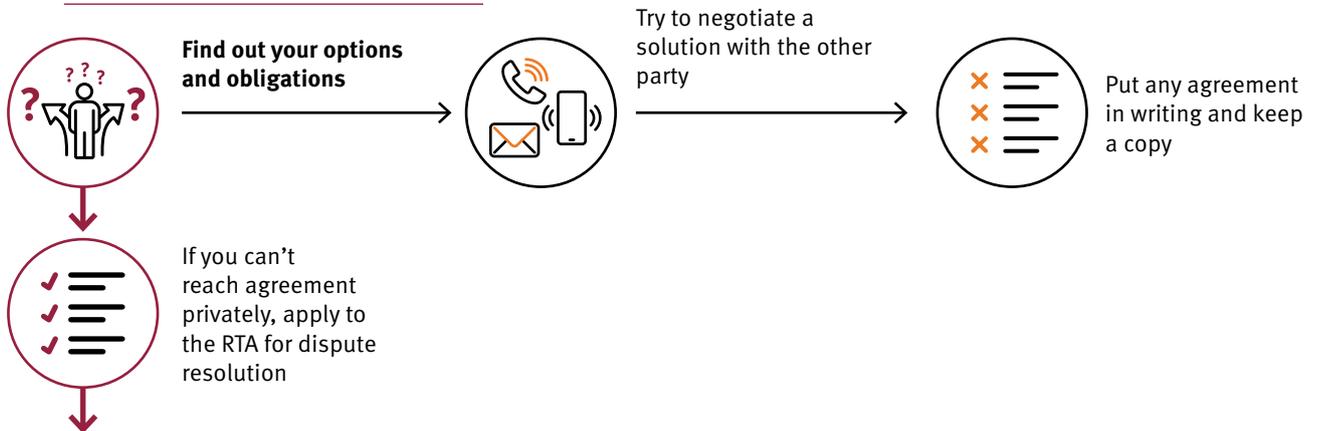
Complete the dispute resolution request form (RTA Form 16a COVID-19) at [www.rta.qld.gov.au](http://www.rta.qld.gov.au), or download the form and email a scanned version to [bonds@rta.qld.gov.au](mailto:bonds@rta.qld.gov.au) or post it to RTA, GPO Box 390, Brisbane Queensland 4001.

The RTA will confirm the request by email or letter.

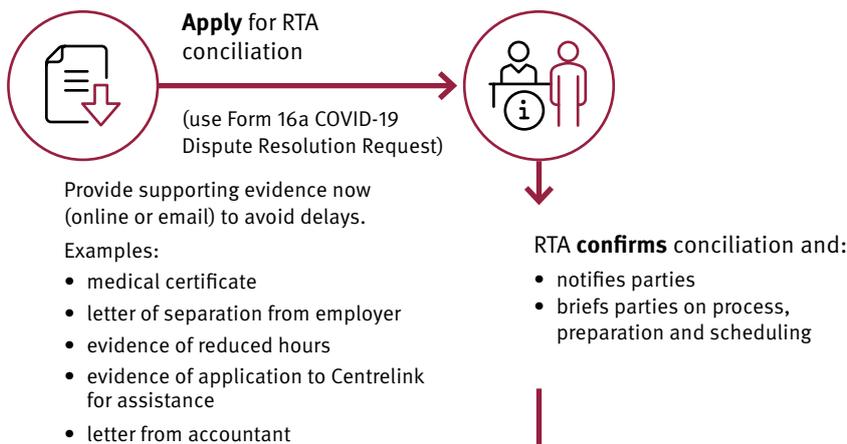
An RTA conciliator will contact the person who made the request to discuss the details of the dispute. In the meantime, it is a good idea to compile any additional documents or evidence that may be required.

# Conciliation

## › Step 1 Self resolution



## › Step 2 Application



## › Step 3 Conciliation



### 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.

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# Financial relief and assistance for tenants, property owners and property managers

A range of financial assistance packages have been made available by the Federal and State Governments to help people get through the COVID-19 pandemic.

## Housing Assistance

The Queensland Government's Housing Service Centres can provide housing assistance, including help to sustain or access housing in the private rental market through bond loans, rental grants, RentConnect and other products.

Contact your nearest Housing Service Centre to discuss your housing needs.

## Queensland Government land tax rebates and deferrals

The Queensland Government is offering land tax incentives to property owners to maintain tenancies and reduce rent for tenants through rebates or deferrals of land tax liabilities. Further information about available incentives can be found at [www.qld.gov.au/environment/land/tax/covid-19](http://www.qld.gov.au/environment/land/tax/covid-19)

Information about other actions the Queensland Government is taking to address the impacts of COVID-19 can be found at [www.covid19.qld.gov.au/government-actions](http://www.covid19.qld.gov.au/government-actions).

## Queensland Government small and medium business support

The Queensland Government is offering payroll tax support for all small and medium business (payroll up to \$6.5 million) directly or indirectly affected by COVID-19.

Further information can be found at [www.business.gov.au/Grants-and-Programs/Payroll-Tax-Support-QLD](http://www.business.gov.au/Grants-and-Programs/Payroll-Tax-Support-QLD).

A range of other Queensland Government initiatives supporting small and medium businesses may also be available, including grants, fee and rent waivers and low interest loans. Further information can be found at [www.business.qld.gov.au/covid-assistance](http://www.business.qld.gov.au/covid-assistance).

## Queensland Government utilities rebate

The Queensland Government has committed to providing automatic electricity bill reductions of \$200 for all Queensland households, including homeowners, tenants, customers who receive an electricity bill from their landlord or body corporate, and customers in communities with card-operated meters.

The Queensland Government is also offering a \$500 rebate on electricity bills for all small and medium sized businesses that consume less than 100,000 kilowatt hours. This will be automatically applied. More information can be found at [www.qld.gov.au/data/assets/pdf\\_file/0023/122099/electricity-relief-qanda.pdf](http://www.qld.gov.au/data/assets/pdf_file/0023/122099/electricity-relief-qanda.pdf)

## Australian Government income support

The Australian Government is offering financial support to people impacted by COVID-19, including one-off economic support payments and income support for individuals, families and businesses.

These include:

- JobKeeper payment of \$1,200 (28 September 2020 to 3 January 2021) then \$1,000 (4 January to 28 March 2021) per fortnight for employers to retain staff, including real estate agencies and property management businesses.
- Economic supplement of \$250 per fortnight until 31 December 2020, then \$150 from 1 January to 31 March 2021 for people who already receive Centrelink payments, including family tax benefits, parenting payments and carer allowances.

Advice about income support for individuals can be found at: [www.servicesaustralia.gov.au/individuals/subjects/affected-coronavirus-covid-19](http://www.servicesaustralia.gov.au/individuals/subjects/affected-coronavirus-covid-19).

Advice about support available to families can be found at [www.servicesaustralia.gov.au/individuals/subjects/affected-coronavirus-covid-19/if-you-already-get-payment-from-us/families](http://www.servicesaustralia.gov.au/individuals/subjects/affected-coronavirus-covid-19/if-you-already-get-payment-from-us/families).

Advice for businesses and employees can be found at [www.ato.gov.au/General/JobKeeper-Payment/](http://www.ato.gov.au/General/JobKeeper-Payment/).

## Australian Tax Office (ATO) assistance

### Workers

Special arrangements have been announced to make it easier to claim a deduction for additional running costs people may incur as a result of working from home.

A simplified method has been introduced that allows individuals to claim a rate of 80 cents per hour for all running expenses. Individuals must be working from home to fulfil their employment duties and only need to keep a record of hours worked at home, for example timesheets or diary notes.

This will be available to use from 1 March 2020 until 30 June 2020. Further information is available at [www.ato.gov.au/General/Working-from-home-deductions-because-of-COVID-19---Easier-to-read-information/](http://www.ato.gov.au/General/Working-from-home-deductions-because-of-COVID-19---Easier-to-read-information/).

### Businesses

#### Boosting cash flow

The ATO is providing temporary cash flow support to small and medium businesses and not-for-profit organisations that employ staff and have been affected by the economic downturn associated with COVID-19.

Eligible businesses and not-for-profit (NFP) organisations will receive between \$20,000 to \$100,000 in cash flow boost amounts by lodging all their activity statements up to the month or quarter of September 2020.

The cash flow boosts will be delivered as credits in the activity statement system from 28 April 2020. The amounts will generally be equivalent to the amount withheld from wages paid to employees in the March to June 2020 periods.

Further information is available at [www.ato.gov.au/Business/Business-activity-statements-\(BAS\)/In-detail/Boosting-cash-flow-for-employers/](http://www.ato.gov.au/Business/Business-activity-statements-(BAS)/In-detail/Boosting-cash-flow-for-employers/).

### **Backing business investment and the expanded instant asset tax write-off**

From 12 March 2020 until 31 December 2020, the instant asset write-off threshold is increasing from \$30,000 to \$150,000. Businesses with an aggregated turnover of less than \$500 million are eligible.

From 1 January 2021, the instant asset write-off will only be available for small businesses with a turnover of less than \$10 million and the threshold will be \$1,000.

Businesses with an aggregated turnover of less than \$500 million are also able to accelerate their depreciation deductions on the purchase of certain new depreciable assets. This applies to eligible assets acquired and first used or installed ready for use from 12 March 2020 until 30 June 2021.

Further information about these initiatives can be found at [www.ato.gov.au/General/COVID-19/Support-for-businesses-and-employers/](http://www.ato.gov.au/General/COVID-19/Support-for-businesses-and-employers/).

### **Australian Government six-month temporary debt protection**

The temporary debt protection period available for people in financial difficulty increased from 21 days to six months. This prevents recovery action by unsecured creditors for a six-month period.

### **Changes to bankruptcy notices**

- Increased the debt threshold required for creditors to apply for a bankruptcy notice against a debtor. The limit has increased from \$5,000 to \$20,000.
- Increased the timeframe for a debtor to respond to a bankruptcy notice from 21 days to up to six months. This means that a creditor will have to wait until the six-month period has passed before they can commence bankruptcy proceedings.

More information is available at [www.afsa.gov.au/debtrelief](http://www.afsa.gov.au/debtrelief).

### **Landlord insurance**

Property owners should contact their insurance providers to discuss options available to them.

### **Financial counselling**

Individuals can seek support through free financial counselling. Financial counsellors are qualified professionals who provide information, advice and advocacy to people in financial difficulty. Financial counselling is a free and confidential service offered by community organisations, community legal centres and some government agencies.

More information can be found on the Money Smart website – [www.moneysmart.gov.au/managing-debt/financial-counselling](http://www.moneysmart.gov.au/managing-debt/financial-counselling).

### **Local councils assistance**

Many local councils in Queensland are offering financial relief, waivers from fees and charges and extending hardship arrangements for businesses and residents impacted by COVID-19. Please contact your local council to discuss what assistance may be available.

### **Financial institutions**

Many financial institutions offered temporary relief from mortgage payments during the COVID-19 crisis and are now implementing phase two of their COVID-19 support. If you are approaching the end of your six-month loan repayment deferral period and concerned about paying your mortgage, please contact your financial institution to discuss your personal circumstances.

Further information about assistance that may be available from your financial institution can be found at [www.ausbanking.org.au/covid-19/](http://www.ausbanking.org.au/covid-19/)

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# Attachment 1 – Grounds for ending tenancies

## Property owner, manager or provider gives the tenant a notice to leave

Property owners may need to end their agreements during the COVID-19 pandemic. Changes have been made to when and why agreements can end due to COVID-19 impacts.

From 30 September 2020 normal processes and grounds apply to ending agreements for reasons not related to COVID-19, except where outlined in the below tables.

Fixed term tenancy agreements only end on the end date of the agreement or the end date of the notice period, whichever is longer.

### General tenancies

Grounds	Minimum notice
Unremedied breach – rent arrears	7 days
Unremedied breach – general	14 days
Non-compliance with QCAT order	7 days
Non-liveability	The day it is given
Compulsory acquisition	2 months
Sale contract (periodic agreement)	4 weeks
Ending an entitlement under employment	4 weeks
Ending of accommodation assistance	4 weeks
Ending of housing assistance	1 month
Mortgagee in possession	2 months
Death of a sole tenant (parties can agree an earlier date)	2 weeks
Serious breach (social housing)	7 days
Failure to leave as intended	By QCAT order
Excessive hardship	By QCAT order
Damage	By QCAT order
Injury	By QCAT order
Objectional behaviour	By QCAT order
Incompatibility	By QCAT order
Repeated breaches by tenant	By QCAT order
Abandonment	7 days or by QCAT order
Without grounds	Periodic - 2 months  Fixed term – later of 2 months or the day the agreement ends

## Moveable dwellings

Grounds	Long-term agreement notice period	Short-term agreement notice period
Unremedied breach – rent arrears	2 days	2 days
Unremedied breach – general	2 days	2 days
Non-compliance with QCAT order	7 days	2 days
Non-compliance (moveable dwelling relocation)	2 days	2 days
Non-liveability	The day it is given	The day it is given
Compulsory acquisition	2 months	2 days
Sale contract (periodic only)	4 weeks	2 days
Ending of entitlement under employment	4 weeks	N/A
Ending of accommodation assistance	4 weeks	2 days
Ending of housing assistance	2 months	2 days
Mortgagee in possession	2 months	N/A
Death of a sole tenant (parties can agree an earlier date)	2 weeks	N/A
Voluntary park closure	3 months	2 days
Compulsory park closure	The day it is given	The day it is given
Failure to leave as intended	By QCAT order	By QCAT order
Excessive hardship	By QCAT order	By QCAT order
Damage	By QCAT order	By QCAT order
Injury	By QCAT order	By QCAT order
Objectional behaviour	By QCAT order	By QCAT order
Incompatibility	By QCAT order	By QCAT order
Repeated breaches by tenant	By QCAT order	By QCAT order
Abandonment	7 days or by QCAT order	7 days or by QCAT order
Nuisance	By QCAT order	By QCAT order
Without grounds	Periodic - 2 months  Fixed term – later of 2 months or the day the agreement ends	2 days

## Rooming accommodation

Grounds	Minimum notice
Unremedied breach – rent arrears less than 28 days (cannot be used for COVID-19 impacted leases)	Immediately
Unremedied breach – rent arrears 28 days or more (cannot be used for COVID-19 impacted leases)	4 days
Unremedied breach – general	2 days
Compulsory acquisition	2 months
Employment termination or entitlement to occupy for employment ends	1 month
Mortgagee in possession	30 days
Serious breach	Immediately
Property destroyed	Immediately
Repeated breaches by resident	By QCAT order
Death of a sole tenant (parties can agree an earlier date)	7 days
Abandonment	N/A
Excessive hardship	By QCAT order
Without grounds	Periodic – 30 days  Fixed term – 14 days but not before the end of the fixed term

## Tenant gives the owner or manager a notice of intention to leave

Tenants may need to end their agreement during the COVID-19 pandemic. Changes have been made to when and why agreements can end due to COVID-19 impacts.

Normal processes and grounds apply to ending agreements for reasons not related to COVID-19, except where outlined in the below tables.

Fixed term tenancy agreements only end on the end date of the agreement or the end date of the notice period, whichever is longer.

### General tenancies

Grounds	Minimum notice
A person is escaping domestic and family violence (available to 30 April 2021)	7 days, but can leave immediately
Without grounds	Periodic - 2 weeks  Fixed term - the later of 14 days or the day the agreement ends

<b>Grounds</b>	<b>Minimum notice</b>
Unremedied breach	7 days
Non-compliance with QCAT order	7 days
Non-liveability	The day it is given
Compulsory acquisition	2 weeks
Intention to sell	2 weeks
Excessive hardship	By QCAT order
Damage	By QCAT order
Injury	By QCAT order
Objectional behaviour	By QCAT order
Incompatibility	By QCAT order

## Moveable dwellings

<b>Grounds</b>	<b>Long-term agreement notice period</b>	<b>Short-term agreement notice period</b>
A person is escaping domestic and family violence (available to 30 April 2021)	7 days, but can leave immediately	N/A
Without grounds	Periodic – 2 weeks  Fixed term – later of 14 days or the day the agreement ends	1 day
Unremedied breach	2 days	1 day
Non-compliance with QCAT order	7 days	1 day
Non-liveability	The day it is given	The day it is given
Compulsory acquisition	2 weeks	1 day
Intention to sell	2 weeks	1 day
Excessive hardship	By QCAT order	By QCAT order
Damage	By QCAT order	By QCAT order
Injury	By QCAT order	By QCAT order
Objectional behaviour	By QCAT order	By QCAT order
Incompatibility	By QCAT order	By QCAT order
Repeated breaches by lessor	By QCAT order	By QCAT order

## Rooming accommodation

<b>Grounds</b>	<b>Minimum notice</b>
A person is escaping domestic and family violence (available to 30 April 2021)	7 days, but can leave immediately
Without grounds	7 days
Unremedied breach	7 days
Property destroyed or made completely or partly unfit to live in	Immediately
Repeated breaches by provider	By QCAT order
Excessive hardship	By QCAT order

