

## PART 2 Standard Terms

### Division 1 - Preliminary

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#### 1. Interpretation

In this agreement –

- (a) a reference to **the rental premises** includes a reference to any inclusions for the rental premises stated in this agreement for item 6.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

#### 2. Terms of a rooming accommodation agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) (“the **Act**”), section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The provider and resident may agree on other terms of this agreement (**special terms**).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) A standard term overrides a special term if they are inconsistent.

Note –

Some breaches of this agreement may also be an offence under the Act, for example, if –

- the provider or the provider’s agent enters the resident’s room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider’s agent under section 81.

### Division 2 - Period of rooming accommodation agreement

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#### 3. Start of rooming accommodation agreement

This agreement starts on the day stated in this agreement for item 7.2.

#### 4. Entry condition report – s 81

- (1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.
- (2) The provider must prepare, in the approved form, sign and give the resident 1 copy of a condition report for the room.
- (3) The copy must be given to the resident on or before the day the resident occupies the room under this agreement.

- (4) The resident must mark the copy of the report to show any parts the resident disagrees with, and sign and return the copy to the provider not later than 3 days after the later of the following days –
- (a) the day the resident is entitled to occupy the room;
  - (b) the day the resident is given the copy of the condition report.

Note –

A well completed condition report can be very important to help the parties if there is a dispute about the condition of the room when the rooming accommodation agreement started.

- (5) After the copy of the condition report is returned to the provider by the resident, the provider must copy the condition report and return it to the resident within 14 days.

## **5. Continuation of fixed term agreement – s 82**

- (1) This clause applies if –
- (a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and
  - (b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

## **Division 3 - Rent**

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### **6. When, how and where rent must be paid – ss 98 and 100**

- (1) The resident must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 10.
- (3) The rent must be paid –
- (a) in the way stated in this agreement for item 11; or
  - (b) in the way agreed after the signing of this agreement by –
    - (i) the provider or resident giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 11 or no way agreed after the signing of this agreement – in an approved way under section 98(4).

Note –

If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).

- (4) The rent must be paid at the place stated in this agreement for item 12.
- (5) However, if, after the signing of this agreement, the provider gives a notice to the resident stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.

- (6) If no place is stated in this agreement for item 12 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place –

- the provider's address for service
- the provider's agent's office.

## **7. Rent in advance – s 101**

The provider may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent.

Note –

Under section 101(2), the provider or the provider's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

## **8. Rent increases – s 105**

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state –
- (a) the amount of the increased rent; and
  - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless –
- (a) this agreement states for item 13.1 rent can be increased; and
  - (b) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
  - (c) the increase is made in accordance with this agreement.
- (4) The resident is not required to pay the increase unless it is made in accordance with this clause.
- (5) Subclauses (1) to (4) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.

## **9. Rent decreases for matters including loss of amenity or service – s 106**

- (1) This clause applies if –
- (a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or
  - (b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the resident has not met the resident's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.

- (3) If the provider and the resident cannot agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.

#### **10. Rent decreases because of resident's absence – s 107**

- (1) This clause applies if either of the following is not provided to the resident because of the resident's absence –
  - (a) a personal care service; or
  - (b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.
- (2) The provider and the resident may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the resident cannot agree on a reduction in rent for the period of the absence, the resident may apply to a tribunal for an order decreasing the rent by a stated amount for the period.

### **Division 4 Rental bond**

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#### **11. Rental bond required – ss 111 and 116**

- (1) If a rental bond is stated in this agreement for item 14, the tenant must pay to the provider or the provider's agent the rental bond amount or opt to pay the full amount of rent owing in the case that the lease term is sufficiently small and as a result of paying rent and bond the student would experience financial hardship -
  - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
  - (b) if a special term requires the bond to be paid by installments – by installments; or
  - (c) otherwise – when the resident signs this agreement.

Note –

There is a maximum bond that may be required unless your weekly rent is more than \$500. See section 146.

- (2) The provider or the provider's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the provider if the resident breaches this agreement.

Example –

The provider may claim against the bond if the resident does not leave the room in the required condition at the end of the rooming accommodation agreement.

Note –

For how to apply to the authority or a tribunal for the bond at the end of the rooming accommodation agreement, see sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

#### **12. Increase in bond – s 154**

- (1) The resident must increase the rental bond if –
  - (a) the rent increases and the provider gives notice to the resident to increase the bond; and

- (b) the notice is given at least 11 months after –
  - (i) this agreement started; or
  - (ii) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the resident is given the notice.

## **Division 5 Outgoings**

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### **13. Charge for utility service – s 170**

The resident must pay an amount for utility services supplied to the rental premises during this agreement if –

- (a) the service is stated in this agreement for item 16; and
- (b) the resident's room is individually metered for the utility service by an appliance approved by the supplying entity.

Note –  
Section 170(2)(b) limits the amount the resident must pay.

## **Division 6 Rights and obligations of provider and resident**

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### **14. Provider's obligations – ss 247 and 249**

- (1) The provider has the following obligations –
  - (a) to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas;
  - (b) to take reasonable steps to ensure the resident –
    - (i) always has access to the resident's room and to bathroom and toilet facilities; and
    - (ii) has reasonable access to any other common areas;
  - (c) to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;
  - (d) to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;
  - (e) to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas –
    - (i) are kept safe and in good repair; and
    - (ii) subject to any agreement with the resident about cleaning the resident's room or common areas or facilities – are kept clean;
  - (f) not to unreasonably restrict the resident's guests in visiting the resident;

- (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider.

Example for subclause (2) –

Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done by the 4 residents.

- (3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

## **15. Resident's obligations – s 253**

- (1) The resident has the following obligations –
  - (a) to use the resident's room and common areas only or mainly as a place of residence;
  - (b) not to use the resident's room or common areas for an illegal purpose;
  - (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;
  - (d) to pay the rent when it falls due;
  - (e) not to keep an animal on the rental premises without the provider's permission;
  - (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;
  - (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
  - (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard.

Examples of a fire hazard –

- 1) allowing newspapers to build up in the resident's room
- 2) blocking access to the resident's room.

## **16. House rules – ss 266–276**

- (1) The resident must comply with the house rules for the rental premises.
- (2) The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
- (3) The provider or the provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the residents.

- (4) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following –
  - (a) proposed changes and the day the changes are to take effect;
  - (b) that the resident may object to the changes and how an objection may be made.
- (5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

#### **17. Number of occupants allowed**

- (1) No more than the number of persons stated in this agreement for item 18.1 may reside in the room.
- (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.

#### **18. Pets**

- (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- (2) If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 that only –
  - (a) a particular type of pet may be kept, only that type may be kept; or
  - (b) a particular number of pets may be kept, only that number may be kept; or
  - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

#### **19. Supply of locks and keys – s 250**

- (1) The provider must supply and maintain all locks necessary to ensure the resident's room is reasonably secure.
- (2) The provider must give the resident a key for each lock that secures an entry to the following –
  - (a) the resident's room;
  - (b) a building or building within which the resident's room and common areas are situated.
- (3) The resident must not make a copy of the key without the provider's permission.
- (4) The resident must not tamper with a door lock in the rental premises.

#### **20. Changing locks – s 251**

- (1) The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood of –

- (a) risk to the resident's safety; or
  - (b) theft of, or damage to, the resident's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.

## **21. Fixtures or structural changes – ss 254–256**

- (1) The resident may attach a fixture, or make a structural change, to the rental premises only if the provider agrees to the fixture's attachment or the structural change.

Note–

Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- (2) The provider's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement.

Examples of terms –

- that the resident may remove the fixture
- that the resident must repair damage caused when removing the fixture
- that the provider must pay for the fixture if the resident cannot remove it

- (3) If the provider does agree, the resident must comply with the terms of the provider's agreement.

- (4) The provider must not act unreasonably in failing to agree.

- (5) If the resident attaches a fixture, or makes a structural change, to the rental premises without the provider's agreement, the provider may –

- (a) take action for a breach of a term of this agreement; or
- (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the rental premises for the provider's benefit (that is, treat it as belonging to the provider, without having to pay the resident for it).

## **22. Provider's right to enter resident's room – ss 257-262**

The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

## **Division 7 When agreement ends**

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### **23. Ending of agreement – s 366**

- (1) This agreement ends only if –
- (a) the resident and the provider agree in writing; or
  - (b) the provider gives a notice to leave the rental premises to the resident by a stated day and the resident leaves the rental premises; or
  - (c) the provider or resident gives a notice to the other party terminating this agreement on a stated day; or
  - (d) a tribunal makes an order terminating this agreement; or



- (e) the resident abandons the resident's room; or

Note

See section 509 for indications that a resident has abandoned their room.

- (f) after receiving a notice from a mortgagee under section 384, the resident vacates, or is removed from, the rental premises.

- (2) Also, if a sole resident dies, this agreement terminates in accordance with section 366(7) or (8).

#### **24. Condition room must be left in – s 253(i)**

At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, fair wear and tear excepted.

Examples of what may be fair wear and tear –

- wear that happens during normal use
- changes that happen with ageing

#### **25. Keys**

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

#### **26. Good or money left behind in rental premises – ss 392 and 393**

- (1) The resident must take all of the resident's belongings from the rental premises at the end of this agreement.
- (2) The provider must not treat belongings left behind as the provider's own property, but must deal with them under sections 392 and 393.

### **Division 9 Miscellaneous**

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#### **27. Supply of goods and services – s 176**

- (1) The provider or the provider's agent must not require the resident to buy goods or services from the provider or a person nominated by the provider or agent.
- (2) Subclause (1) does not apply to a requirement about a food service, personal care service or utility service.

Note –

See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.

#### **28. Provider's agent**

- (1) The name and address for service of the provider's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may –
- (a) stand in the provider's place in any application to a tribunal by the provider or the resident; or
  - (b) do anything else the provider may do, or is required to do, under this agreement.

#### **29. Notices**

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative –
  - (a) by giving it to the party, agent or representative personally; or
  - (b) if an address for service for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 – by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*;
  - (d) if an email address for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 indicates that a notice may be given by email – by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party, the provider's agent or a representative may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party, agent or representative by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
- (6) A party, the provider's agent or a representative may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
- (8) Unless the contrary is proved –
  - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.
- (9) In this clause –  
**representative** means a person acting for the resident under section 525(1)(c).