

Review of the  
*Residential Tenancies and  
Rooming Accommodation Act 2008*

Discussion paper

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# Message from the Minister

It is now three years since the *Residential Tenancies and Rooming Accommodation Act 2008* was introduced into Queensland. It introduced some significant changes into the rental market, and it is timely to review how effectively those changes worked.

The Residential Tenancies Authority (RTA) is conducting a targeted review of the Act to ensure the legislation remains relevant and appropriate to the changing residential rental sector. In particular, the aims of the review are to:

- ensure the Act is meeting its objective of fairly balancing stakeholder interests,
- ensure there are no legislative barriers to improved service delivery by the RTA, and
- remove any red tape or redundant provisions.

It is very important that the people involved in the sector have input into the process. We want to hear what tenants and residents, lessors, agents, park managers and rooming accommodation providers think are the real issues, and if the proposed options address these.

The issues identified in this paper have come from the sector: from letters, feedback provided and industry liaison. This discussion paper is designed to stimulate discussion among the sector. I urge you to read it, and provide your say about what matters.

**Honourable Dr Bruce Flegg MP**

Minister for Housing and Public Works

# Introduction

## About this paper

This discussion paper has been released to facilitate public discussion about Queensland's *Residential Tenancies and Rooming Accommodation Act 2008* and to assist individuals and organisations wishing to make a submission.

Further copies of the paper can be downloaded from the Residential Tenancies Authority (RTA) website [rta.qld.gov.au](http://rta.qld.gov.au)

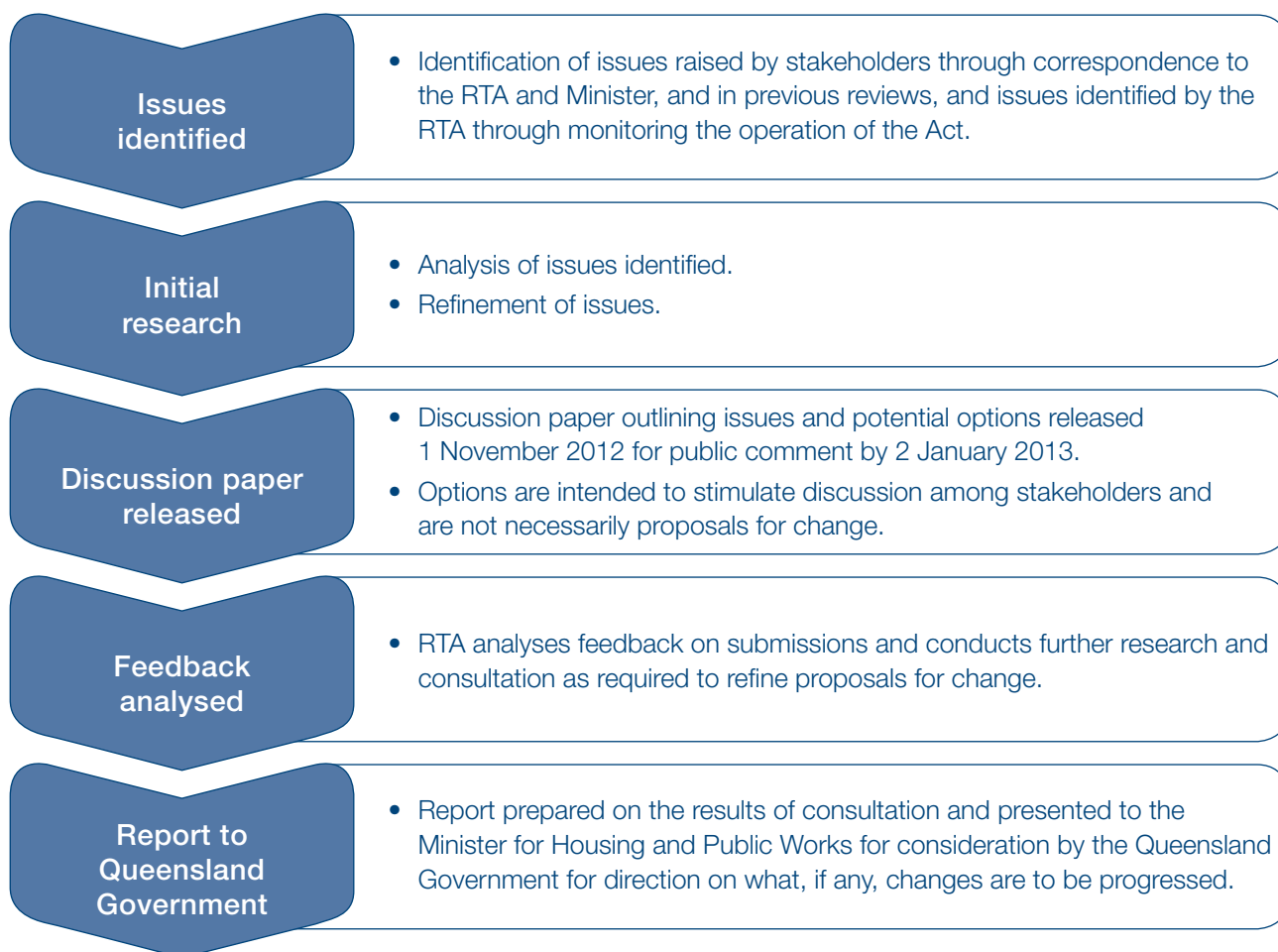
## Review objectives

The Minister for Housing and Public Works has requested that the RTA reviews the Act. The review will assist the government to determine its position in relation to residential tenancy policies. The objectives of the review are to:

- ensure that the Act is meeting its objective of balancing the interests of tenants and lessors
- ensure there are no legislative barriers to improving client service as the RTA moves towards improved business processes utilising modern technology
- reduce red tape by ensuring there are no unnecessary administrative processes.

## Review process

In June 2012, the RTA commenced the first steps in the review process, developing a package of legislative issues and related options. The review process is as follows:



The RTA is calling for submissions in response to this paper. The options in the paper are included because they are supported by some stakeholders. They are not government policy. You are also welcome to identify other options or raise other issues. A response of 'no change' is also an option.

## Scope of this review

The focus of the review is the operation of the Act and its impact in the residential rental sector.

The purpose of the review is to ensure the Act remains relevant and appropriate to a changing residential rental sector.

The review is not examining:

- the procedures and practices of the Queensland Civil and Administrative Tribunal (QCAT); or
- public housing policies and procedures.

However, there may be some impact on these areas in terms of workload or changes to procedures as a result of potential changes to the Act.

Amendments to the Act to implement the national uniform law to regulate residential tenancy databases are not specifically included because there has been public consultation about these amendments previously. Public consultation on these amendments and on tenancy databases occurred in Queensland between November and December 2009.

## How to have your say

Submissions must be made in writing. You can address one issue or a range of issues.

Your submission does not need to be long or complex. To make a more effective submission it is suggested that you follow the following guidelines:

1. When commenting on a particular option, please make reference to the option number in this paper.
2. If you are raising additional issues not covered in this options paper, clearly indicate this in your submission.
3. Where appropriate, you should provide evidence to support your comments, such as practical examples, QCAT decisions or case studies.
4. If your submission contains information that you do not wish to be disclosed to others, please mark it 'Confidential'. The RTA will not publish this information, however be advised that under the *Right to Information Act 2009* your submission may be publicly available upon request.

### Submissions

Submissions may be posted, faxed or emailed to:

Principal Policy Officer  
Tenancies Act Review  
Residential Tenancies Authority

Mail: GPO Box 390, Brisbane, Qld 4001  
Delivery: Level 23, 179 Turbot Street, Brisbane  
Email: [review@rta.qld.gov.au](mailto:review@rta.qld.gov.au)  
Fax: (07) 3046 5252

**The closing date for submissions is:  
2 January 2013**

# Background

## Queensland's residential rental sector

According to the Australian Bureau of Statistics (*2011 Census of Population and Housing*), 513,415 or approximately 34.0% of Queensland households rent. Of this, 79.3% rent from agents and private lessors, 12.4% from social housing providers with the remaining from other lessors such as employers. Approximately 98.5% of households that rent live in residential tenancies e.g. houses, flats, townhouses and caravans, while the remainder live in rooming accommodation. Tertiary and international students comprise the bulk of rooming accommodation residents.

Census data shows that over the last five years this has been a steady increase in the number of households that rent from 452,597 in 2006 to 513,415 in 2011 and this represents an approximate increase of 13.4% over a five-year period. Rents have also risen, with an increase in the overall median rent for all rental dwellings in Queensland from \$285 in the June quarter 2006 to \$350 in the June quarter 2012 and represents an approximate 20% increase over a six-year period.

The RTA held 492,213 rental bonds as at 30 June 2012. According to rental bond data the distribution of rental dwellings across the state is in line with population distribution. The majority (70.0%) are located in south east Queensland and approximately 90.6% of this rental accommodation is managed by licensed real estate agents.

According to RTA data, tenancy disputes occur in a relatively small proportion of tenancies. In 2011-12, there were 22,077 disputes lodged with the RTA. During the same time period 12,826 tenancy-related applications were lodged with QCAT, of which 4,181 were 'non-urgent' matters and 8,645 were 'urgent' applications. This means that a combined total of 34,903 tenancy-related disputes were lodged with the RTA and QCAT in 2011-12 representing only 6.8% of total rental households in Queensland. Rental bond data indicates that approximately 71.4% of bond refunds are returned to tenants at the end of a tenancy agreement.

## Legislation context

Queensland's tenancy laws have developed over time to regulate the residential rental market and to protect the rights of tenants and lessors.

### ***Residential Tenancies and Rooming Accommodation Act 2008***

The *Residential Tenancies and Rooming Accommodation Act 2008* commenced on 1 July 2009 after a major review in 2006–2007 of the *Residential Tenancies Act 1994* and the *Residential Services (Accommodation) Act 2002*.

The current Act combines and amends the provisions of the *Residential Tenancies Act 1994* and the *Residential Services (Accommodation) Act 2002*. The two Acts were repealed on 30 June 2009.

The Act outlines the rights and responsibilities of tenants, lessors, property managers and caravan park managers involved in residential renting in Queensland.

The Act also outlines the rights and responsibilities of residents, providers and agents in rooming style accommodation such as:

- boarding houses
- supported accommodation
- off-campus student accommodation
- licensed premises and
- employer-provided accommodation.

Rooming accommodation is generally where accommodation is provided in return for rent of one or more rooms, and residents share facilities outside of the room.

## Residential tenancy databases

Residential tenancy databases are privately owned electronic databases that contain information about an individual's tenancy history. Most real estate agents subscribe to one or more tenancy databases and use them as a tool for screening prospective tenants.

In 2003 Queensland became the first jurisdiction in Australia to regulate the listing of personal information on tenancy databases by limiting listings to unremedied breaches such as money owed above the rental bond or tenancies terminated by the Tribunal for a breach, and providing a process for people to dispute listings if they were inaccurate or unfair.

The states and territories agreed to develop standard laws to regulate the listing of personal information about a person's tenancy history on a tenancy database. A national working party was set up which resulted in the development of the national uniform law. The model provisions provide states and territories with a base from which to enact their legislation, with any local variations that are necessary, to achieve consistent national policy. Once all states and territories have adopted the uniform law there will be a consistent legislative framework across the country for governing listings on tenancy databases.

Public consultation on amendments to Queensland legislation to implement these changes occurred in 2009, with the changes initially introduced into Queensland Parliament in 2012 but delayed due to the subsequent state election and dissolution of Parliament. Those previously identified tenancy database amendments will be considered as part of any legislative changes arising from this review process but are not being canvassed directly as part of this consultation process.

## The issues and options

The issues and options for change identified in this discussion paper have been developed from information collected in the monitoring of the Act by the RTA. It includes issues raised by stakeholders in the major review of tenancy legislation in 2006-2007, correspondence from stakeholders since the introduction of the Act, and information from RTA operational areas about client feedback and contentious or problematic issues. The issues and options in this discussion paper have been included on the basis that there is support for them by some stakeholders and that they will serve as a basis for soliciting public comment and input. Stakeholders are likely to have very different views about most of the issues identified in this section.

Issues in the discussion paper have been grouped into the following four key areas:

1. **Balancing stakeholder interests** – issues where stakeholders have competing interests.
2. **Streamlining service delivery** – issues where changes might be made to improve client service.
3. **Reducing red tape** – issues where there may be unnecessary administrative processes in the Act.
4. **Technical and minor changes** – minor technical issues and inadvertent drafting errors.

The purpose of this paper is to stimulate discussion among stakeholders about the proposed options or alternatives for the RTA to provide a report to the Queensland Government. A response of 'no change' is always an option.

# 1. Balancing stakeholder interests

## 1.1 Holding and key deposits s59

### The current situation

A holding deposit can be taken to hold a property for a tenant for an agreed period. The deposit is refunded if the person decides not to proceed in that time. Only one holding deposit can be taken at a time.

Key deposits are taken as security for keys for applicants to inspect properties. Key deposits appear not to be widely used and other measures such as proof of identity are possible.

Several states prohibit the taking of applications/holding deposits.

### The option/s

<b>Option 1.1(a)</b>	Remove existing holding and key deposits provisions from the Act; and
<b>Option 1.1(b)</b>	Prohibit taking of fees or deposits or any money before the tenancy agreement is signed.

### The implications

The application process would be simplified for all parties by clarifying that no money can be taken before the agreement is signed.

This however will prevent lessors/agents from seeking financial commitments from prospective tenants as a sign of good faith before the tenancy agreement is signed.

## 1.2 Tenant's obligations s188(3)

### The current situation

The Act currently provides that the tenant and their guests are obliged not to maliciously damage the premises during the tenancy. Therefore this provision does not cover negligent damage or intentional damage that is done deliberately but not with malice.

### The option/s

<b>Option 1.2</b>	Amend section 188 on tenant obligations to provide that the tenant is responsible for negligent and intentional as well as malicious damage to the rental property by themselves or their guests.
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### The implications

Tenants have a clear obligation to look after the rental premises and be responsible for their guests. It is reasonable that tenants are responsible for damage that results from negligence or is intentional as well as malicious during the tenancy, while lessors are responsible for fair wear and tear, deterioration or damage.

## 1.3 Maximum rental bond amounts s112 and s146

### The current situation

The maximum rental bond is currently four times weekly rent (there is no limit if the weekly rent is more than \$700).

Many lessors/agents have raised the maximum rental bond limit as an issue generally. Some lessors feel it is insufficient financial protection particularly if it takes too long to evict tenants in rent arrears or if there is damage. However, bonds are intended to be a measure of financial protection, not insurance.

The Act does not allow lessors/agents to charge higher bonds for 'riskier' properties, for example where pets are allowed or the premises are furnished. The Act doesn't allow tenants to volunteer to pay additional amounts.

### The law elsewhere

All states set a maximum bond of four weeks but several, including Queensland, allow higher bonds over a certain level of weekly rent. The current bond of four weeks covers the process for notices under the Act to terminate a tenancy.



Western Australia allows a single pet bond to be charged if a pet capable of carrying parasites is permitted to be kept at the premises (currently \$260).

#### The option/s

<b>Option 1.3</b>	Allow for an additional amount of bond, proposed as one week's bond, to be charged for pets, premises that have a pool or which are fully furnished.
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#### The implications

A key issue is to balance the lessor's need to manage potential loss with affordability for tenants. Only a small proportion of tenancies end in an arrears or eviction process. Each additional week's bond would raise the cost of living for tenants by that amount and potentially provide a higher barrier to housing. Also, most tenants need to pay a bond on a new tenancy before their previous bond is refunded.

Pet bonds might increase accommodation options for tenants with pets, particularly in tight rental markets. However, it may simply increase costs for pet-owning tenants.

## 1.4 Maximum rental bond amounts – caravan parks s112 and s146

#### The current situation

Caravan park managers/owners have raised an issue with the maximum bond amount which is two weeks for moveable dwellings compared to four weeks in general tenancies. The current maximum is not considered enough to cover losses when taking into account the time for processes under the Act to deal with non-payment of rent or other breaches.

#### The option/s

<b>Option 1.4</b>	Increase the maximum bond for caravan parks from two weeks to four weeks rent, in line with general tenancies.
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#### The implications

A key issue is to balance greater financial protection for caravan park managers/owners with affordability for tenants. Aligning maximum bond amounts for general tenancies and in caravan parks provides consistency in the Act and treats caravan park tenancies in the same way as general tenancies. However, the financial impact on caravan park tenants may be a potential barrier to accessing this form of traditionally lower-cost housing.

## 1.5 Timeframe for lodgement of bonds ss116-119

#### The current situation

The Act requires bonds to be lodged within 10 calendar days of receipt. The real estate sector has often asked for this timeframe to be increased to align better with business and accounting practices.

#### The option/s

<b>Option 1.5:</b>	Extend the timeframe for lodgement of bonds from 10 to 14 calendar days.
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#### The implications

Allowing 14 days may better align with sector practices.

## 1.6 Increase in penalty units – non-lodgement of bond ss116-119

#### The current situation

While weekly rents and the rental bond have increased (with average bonds currently approximating \$1300), the legislation, specifically the associated penalty for non-lodgement of a rental bond, has not kept pace with the rental market.

#### The option/s

<b>Option 1.6</b>	Increase the penalty units for non-lodgement of bond from a maximum of 40 penalty units (currently \$4,400) to 60 penalty units (\$6,600).
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## The implications

Increasing the number of penalty units will provide a greater financial deterrent and encourage compliance.

## 1.7 Duty to pay rental bond instalments under residential tenancy agreement ss117 and 118

### The current situation

The Act allows bonds for general tenancies (houses, flats, etc.) which are paid by instalments to a social housing lessor/agent such as a community housing organisation to lodge the part payments only when all of the bond payments have been received. This means that the lessor/agent can hold onto the bond indefinitely if all the instalments are not paid.

However, rooming accommodation social housing providers must lodge any instalments collected within three months of the first payment being received.

For private housing, all part bond payments must be lodged as they are received.

### The option/s

<b>Option 1.7</b>	Require part payments received from a social housing lessor/agent to be lodged with the RTA within three months of the first payment being received for either a general tenancy or a rooming accommodation tenancy.
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### The implications

There would appear to be no reason for different requirements for general tenancies and rooming accommodation. This option provides consistency and reduces confusion for those managing different types of tenancies.

## 1.8 Rent payment methods – rent cards ss83 and 84, ss98 and 99

### The current situation

Rent cards have become a popular rent payment method favoured by agents. This requires the tenant to contract with a third party and pay a monthly fee to pay rent. The tenant incurs fees from the rent card operator as well as their bank if there is a problem with payment. Rent cards are not one of the approved ways set out in the Act and must be agreed to by the tenant.

If the tenant is being asked to use a rent card to pay rent, the Act requires the tenant to also be given a choice of two approved methods listed in the Act. Previously, tenants were not given a choice or were given unrealistic choices of more expensive rent payment methods.

### The law elsewhere

NSW legislation has a simpler solution by requiring tenants to be offered a fee-free way of paying rent other than for fees charged by the tenant's financial institution.

### The option/s

<b>Option 1.8</b>	Amend the Act to provide that tenants must be offered the option of a fee-free way of paying rent other than for charges to their own financial institution.
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### The implications

It is unreasonable that a tenant should have to pay a fee to a third party other than charges by their own financial institution to make a contract payment. The proposed provisions are simpler and easier for tenants to understand and for agents to comply with.

## 1.9 Receipts and other records s88 and s102

### The current situation

The Act only requires a receipt to be issued for a cash payment. If a person makes their rent payment by cheque and does not request a receipt then the lessor/agent is not required to give a receipt.

## The option/s

<b>Option 1.9</b>	Amend the relevant sections to ensure receipts are required for rent payments made by cash and cheque.
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## The implications

Currently, it is difficult to prove that a tenant requested a receipt, thereby difficult to prove the offence. Tightening these requirements will benefit compliance. Where possible, these requirements should align with agent obligations under the *Property Agents and Motor Dealers Act 2000*.

## 1.10 Receipts and other records s88 and s102

### The current situation

The Act only requires the rent payment record (known as the rent ledger) to reflect payments where a receipt was not issued for the payment. For example, if a tenant paid in cash or cheque and received a receipt then this payment does not need to be reflected in the rent payment record.

## The option/s

<b>Option 1.10</b>	Remove s88(6) and s102(6) and clarify a rent payment record is required regardless of the payment method.
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## The implications

If the tenant pays by multiple means throughout the tenancy the record may only indicate some payments and not others. Requiring a rent payment record regardless of the payment method will significantly reduce confusion and disputes over rent payments. Where possible, these requirements should align with agent obligations under the *Property Agents and Motor Dealers Act 2000*.

## 1.11 Electricity charging s171(3)

### The current situation

The Act prohibits collateral contracts, except for service charges including electricity. This recognises situations where deregulation has led to body corporates entering into electricity supply contracts which all occupants are effectively bound by. This indirectly forces tenants to procure electricity from the body corporate or the assigned agents where there is an on-supply of electricity arrangement.

## The option/s

<b>Option 1.11</b>	Require lessors and agents to disclose as part of the proposed agreement before the tenant is committed to the tenancy, any information about on-supply arrangements for electricity and bulk hot water where use of the supplier is a condition of the tenancy.
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## The implications

While bulk supply contracts are generally cheaper, some tenants argue they should have the freedom to procure electricity from the retail provider of their choice or not have to pay body corporate electricity administration fees. Mandatory disclosure of the arrangements and fees provides prospective tenants with sufficient information to decide if they wish to proceed with the tenancy.

## 1.12 Water service charges s166

### The current situation

Water charging is one of the most common tenancy issues raised by lessors and agents.

Direct charging of occupants for water by water supply authorities would be the simplest method of dealing with water charges. The Act has provisions to allow lessors to pass on charges for water consumption under specific conditions.

Stakeholders have reported issues relating to:

- proving the premises meets the water compliance standards
- irregular billing, billing documentation and lengthy delays in bills being passed on to tenants resulting in the accrual of charges
- defining 'reasonable usage' and 'excess usage' and unclear formulas being used in tenancy agreements
- cost and time burden of pursuing disputes.

#### The option/s

<b>Option 1.12(a)</b>	Allow the lessor to pass on the full cost of water consumption charges for individually metered premises, regardless of whether premises are water efficient.
<b>Option 1.12(b)</b>	Clarify that water consumption cost can be passed on for part billing periods by apportioning charges on the basis of meter readings.
<b>Option 1.12(c)</b>	Require the lessor to pass on any water charges to the tenant within 6 months of receiving the bill from the provider.

#### The implications

Passing on water consumption charges where properties are water efficient was implemented as a water saving measure. However, there are practical issues in proving a property meets the standards set out in the Act (minimum WELS rating level).

Removing the requirement for water efficient fittings will simplify the legislative requirements. Water consumption charges could be passed on so long as the premises were individually metered.

While there is a one-month time period for tenants to pay water bills, there is no required timeframe for lessors to pass on water charges. It is reasonable that tenants be made aware of any water charges they are responsible for in a timely manner. This would also establish a system where the tenant pays for water charges as they arise throughout the tenancy rather than in a lump sum at the end of a tenancy, and may reduce disputes.

If the changes were introduced, there is the potential for more disputes to be raised about water charging, however there would be less complexity around determining water efficiency requirements.

## 1.13 Entry – windows for inspection entry times s196

#### The current situation

The Act currently requires the lessor/agent to give a maximum window of entry of two hours within which the initial entry for an inspection will occur. The lessor/agent may stay longer than this window period to achieve the purpose of entry. This does not apply if the lessor or agent is entering with someone else (such as a tradesperson).

There were concerns raised initially by some lessors/agents that the window for entry was too short.

#### The option/s

<b>Option 1.13</b>	Increase the window of entry for an inspection by the lessor/agent from two hours to three hours.
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#### The implications

A more practical time period will allow lessors and agents to conduct multiple inspections of properties.

The window of entry period was introduced to limit the amount of time a tenant would need to wait, if the tenant wanted to be present during an inspection. Extending the window would mean tenants will have to commit to being home for a longer time period to be sure about being present during an inspection.

## 1.14 Entry to common areas – rooming accommodation ss257-265

#### The current situation

Some concerns have been raised about entry to common areas in rooming accommodation. The majority of rooming accommodation is student accommodation. One common form of student rooming accommodation is for each student to have a room in unit-style accommodation where the lounge and kitchen are considered a common area.

It has been suggested that the lessor should have to specify entry times on the agreement or issue an entry notice as some shared facilities are not high-traffic areas and entry without prior notice may invade a resident's privacy.

#### The option/s

<b>Option 1.14</b>	Require that rooming accommodation providers must either specify standard entry times in the agreement for entry to common areas (e.g. for cleaning), or to issue an entry notice to occupants or by displaying in a public area.
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#### The implications

There is a need to balance the resident's right to privacy, particularly in home-style accommodation, with the provider's obligations to maintain common areas.

## 1.15 Abandonment and goods left behind ss355-365

#### The current situation

The Act provides two ways to end an agreement where the property is believed to be abandoned.

1. 'Fast Track' – lessor/agent takes possession of the property seven days after issuing an abandonment notice. A tenant can dispute the notice within a 28 day period after the notice but can only return to the property during the seven day notice period. The REIQ and ARAMA advise this is the most commonly used process.
2. Standard process – the standard process is for the lessor/agent to apply to QCAT for a termination order.

Sector representatives have not raised concerns about taking possession of an abandoned property. However, a related issue is the process for dealing with goods and papers left behind. The Act allows immediate disposal of goods that are dangerous or perishable or where the combined market value of the goods is less than \$1,500. Other goods must be stored or sold. Personal papers must be given to the Public Trustee. Issues have been raised including the Public Trust Office not accepting papers, difficulties in valuing goods, and costs and difficulty in storing and selling goods.

#### The option/s

<b>Option 1.15</b>	<p>Change the current provisions for dealing with abandoned goods and documents to:</p> <ul style="list-style-type: none"> <li>• continue to allow immediate disposal of goods that are dangerous, perishable or where the combined market value is less than \$1,500</li> <li>• otherwise allow the lessor/agent to issue 'disposal notices' informing the former tenant/s that goods will be disposed of after 14 days (in the case of goods not subject to immediate disposal or that are not personal documents) or 90 days (in the case of personal documents) after the day on which the notice is given, unless they are first claimed</li> <li>• allow the lessor/agent to dispose of goods (other than personal documents) after the disposal notice period by selling them or in any other lawful manner. Any proceeds from the sale of goods may only be used to offset the costs of removing, storing and selling the goods. The lessor/agent must forward any remaining money from the sale of the goods to the Public Trustee within 10 days. The proceeds cannot be used to offset rent owing or other money that may be owed by the tenant</li> <li>• allow the lessor/agent to dispose of personal documents after 90 days by offering them to the Public Trustee or returning them to the authority that issued the documents and if refused, to dispose of them in any other lawful manner as long as it does not result in personal information about a tenant or other person becoming publicly available.</li> </ul>
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## The implications

Abandoned goods are often not claimed and a simpler process for dealing with abandoned goods and documents would make it cheaper and quicker for lessors.

NSW has recently introduced provisions to reduce red tape for lessors dealing with goods left behind.

## 1.16 Longer term tenancies s195, s258 and ss277-291

### The current situation

It has been suggested there is less risk to the lessor/agent when the tenant has been in the premises for an extended time and has a long term relationship with the lessor/agent.

There have been suggestions that the Act be changed to better reflect longer term tenancies which may pose less risk such as decreasing the frequency of inspections (at least six months between inspections) and allowing longer notice periods if the tenancy is to be ended without grounds.

### The option/s

<b>Option 1.16</b>	Amend the Act to reduce frequency of inspections and allow longer notice periods to end a tenancy without grounds when the tenant has been in the premises for more than two years.
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### The implications

A key issue is balancing greater flexibility with maintaining legislative simplicity and avoiding possible unintended consequences, e.g. lessors/agents ending agreements to avoid longer term arrangements applying.

## 1.17 Co-tenancies s125, s277 and s430

### The current situation

Co-tenants need to be encouraged to work out their disputes between themselves or via the RTA's dispute resolution service.

A common co-tenancy dispute is where one of the co-tenants wants to leave the tenancy and have their share of the bond refunded before the end of the tenancy. The Act currently allows a departing co-tenant to lodge a bond refund claim. The remaining co-tenants and lessor/agent must then be advised of, and may dispute, the claim. Many agents/lessors complain about getting unnecessarily involved in co-tenant bond disputes, arguing that the full bond should remain and co-tenants should resolve dispute between themselves.

If the dispute between or among the co-tenants is unresolved, the remaining co-tenants and the lessor/agent need to apply to QCAT. There have been occasions when the Tribunal has ordered a partial refund of the bond, in accordance with the Act. This can disadvantage the remaining tenants and the lessor.

The Act currently allows for a tenancy agreement to be ended if a sole tenant dies two weeks after a written notice is given or on an agreed date or by Tribunal order. It has been suggested that the same options should apply if a co-tenant dies.

### The option/s

<b>Option 1.17(a)</b>	Amend the Act to provide that an application for a bond refund can only be made after the end of the tenancy or if the departing co-tenant's share of the bond has been paid by a new incoming tenant or the remaining tenants.
<b>Option 1.17(b)</b>	Extend the grounds for ending a tenancy to include death of a co-tenant.

### The implications

Not allowing bond refunds before the end of a tenancy would mean the departing co-tenant would need to initiate action if their share of the bond was not paid by the other tenants or by an incoming tenant.

Co-tenants wishing to leave would still have the option of seeking to end the tenancy early on the grounds of excessive hardship if there was a significant problem and hence be able to obtain a bond refund.

It has been suggested that the death of a co-tenant may be a reasonable ground for ending a tenancy even during a fixed term agreement due to the difficult circumstances.

## 1.18 Immediate eviction in rooming accommodation due to serious breach or failure to leave s454 and s456

### The current situation

A resident can be evicted from rooming accommodation after a *Notice to leave* ends and does not require a Tribunal order or a Warrant of Possession. If a resident doesn't leave, the provider can use reasonable force to remove them in the presence of a police officer. They can also end an agreement immediately for a serious breach.

In contrast, in moveable dwelling parks, which are also communal living arrangements, park owners must seek termination orders and a Warrant of Possession to evict a caravan park tenant. However, police have additional powers to remove problematic tenants from moveable dwelling parks. They can issue warnings and then an order requiring the tenant to leave the park for a period of 24 hours. It has been suggested that these powers should also apply to rooming accommodation agreements. This would allow police to exclude residents for up to 24 hours and would address some immediate issues (e.g. drugs or alcohol) without the resident losing their home, or alternatively allow time for an emergency QCAT hearing.

### The option/s

<b>Option 1.18(a)</b>	Remove the immediate eviction provisions and replicate the moveable dwelling park provisions for the rooming accommodation sector to provide police with a power to issue a Nuisance Direction as a warning or requiring the resident to leave their accommodation for up to 24 hours.
<b>Option 1.18(b)</b>	Remove the immediate eviction provisions and amend the Act to require a Tribunal order for eviction from rooming accommodation and issue a Warrant of Possession for failure to leave or serious breach.
<b>Option 1.18(c)</b>	Remove the immediate eviction provisions and allow the rooming accommodation provider to exclude a resident for a period of time and allow the resident to apply to the Tribunal for an order to be re-instated in the tenancy.

### The implications

Historically, providers of low cost rooming accommodation have strongly argued that they need to be able to deal urgently with serious breaches by immediate termination to protect other residents in communal living arrangements. However, the bulk of rooming accommodation is now student accommodation.

Replicating the moveable dwellings provisions in rooming accommodation requires amendment of the *Police Powers and Responsibilities Act 2000* administered by the Queensland Police Service.

These options will increase the workload of QCAT and have resource implications.

## 1.19 Notice periods – without grounds terminations in fixed term tenancies s291

### The current situation

The Act specifies the minimum notice periods that either the lessor or the tenant must give to end a residential tenancy agreement.

Even though a fixed term agreement has an end date, a tenant or lessor must give the other party notice if they want to end the agreement. The notice given is called a *Notice to leave* without grounds. The notice period a tenant must give a lessor is two weeks, while a lessor must give the tenant at least two months notice. The agreement cannot end without grounds before the end of the fixed term.

The notice period that a lessor must give a tenant to end a fixed term agreement without grounds was increased from two weeks to two months when the Act commenced on 1 July 2009. There was no change to the notice period required to be given by the tenant to the lessor. This provision is one of the most contentious issues in the sector. Some lessors and agents are concerned the period is too long. Some tenant advocates do not see a need for change. Others argue that agreements should only be ended with a specific ground, with additional grounds added to the Act for this to be workable.



### The option/s

<b>Option 1.19(a)</b>	Reduce the notice period required when issuing a <i>Notice to leave</i> without grounds from two months to one month when issued by the lessor while retaining the two weeks notice period required by the tenant.
<b>Option 1.19(b)</b>	Establish the same notice period of one month for both lessors and tenants.
<b>Option 1.19(c)</b>	Abolish the without grounds provision so that a lessor can only end a tenancy for specific grounds. Extend the current grounds to end a tenancy to include for the lessor to move into the property and the lessor to renovate the property.

### The implications

There is no agreement among interest groups about notice periods to end tenancy agreements without grounds. Long notice periods for lessors may disadvantage tenants as lessors may require early decisions about renewing tenancies.

Some tenant representatives argue that subject to additional grounds being included in the Act, a lessor should not be able to end a tenancy without grounds. Therefore, at the end of a fixed term, the agreement would continue until the tenant gave notice.

## 1.20 Handover day s139

### The current situation

The Act does not provide a specific requirement for a handover time on the day on which a tenant vacates. Under the *Acts Interpretation Act 1954* a day ends at midnight. Therefore, the tenant has the whole of the last day of the tenancy.

This issue has been raised by lessors/agents several times in correspondence as midnight is seen as impractical.

### The option/s

<b>Option 1.20</b>	Amend the Act to require handover of the premises and keys by a set time on the handover day, e.g. 5pm.
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### The implications

Most parties negotiate the handover times without problems.

However, requiring handover of the premises at a time aligning with business hours may avoid disputes in a small number of cases.

## 1.21 Documentation for disputed rental bond claims s136

### The current situation

Currently the RTA will pay out bonds as directed by the first party to lodge a refund application if the other party does not dispute the claim within 14 days of being notified.

The current practice can encourage agents to lodge ambit claims for the full bond amount as quickly as possible. It means that the onus is on the tenant to dispute the claims.

NSW legislation requires a lessor/agent who makes a claim against a rental bond without the consent of a tenant to give the tenant a copy of a completed exit condition report, and copies of any quotes or receipts for the amount claimed. The documents must be provided within seven days of the claim being made. The purpose of this is to resolve bond disputes more quickly and prevent ambit claims on the bond.

### The option/s

<b>Option 1.21</b>	Establish requirements similar to NSW requiring documents supporting a claim against the bond to be provided to the tenant and the RTA within seven days of a dispute resolution request being submitted to the RTA.
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## The implications

This option would encourage realistic bond claims rather than ambit claims. However it may extend the time taken to refund the bond to the parties.

Agreed refunds (with payments going to each party as they have agreed) would still be allowed and encouraged.

Lessors/agents would still be able to submit claims against the bond using the RTA dispute resolution process.

## 1.22 False or misleading documents s514(1)

### The current situation

Since the introduction of the Act, a significant number of instances have been identified where agents were aware of the tenant's forwarding address but failed to include it on the *Refund of rental bond* (Form 4) and no action could be taken.

The repealed provision in the old Act (s312) made it an offence for providing documents to the RTA that were false, misleading or incomplete.

The removal of 'incomplete' means that in the case of not including the tenant's forwarding address, it is deceptive because it ensures tenants do not have an opportunity to dispute the bond claim.

### The option/s

<b>Option 1.22</b>	Amend the relevant section to make it an offence to provide a document that is incomplete to the RTA.
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### The implications

Reinstating this provision in this section would support compliance with the Act.

## 1.23 Statute of limitations s510

### The current situation

The Act limits the RTA's ability to prosecute within two years of the offence irrespective of when the matter comes to the attention of the RTA. The concern is that a tenancy may last longer than two years, and it is usually only at the end of a tenancy that an offence is discovered, e.g. non-lodgement of a bond. Additionally, the changes to timeframes create an inconsistency between the old Act and the new Act, e.g. tenancies older than the Act can still be investigated, but newer complaints may be out of time.

### The option/s

<b>Option 1.23</b>	Amend the Act to allow prosecution within two years of an offence or within one year of the end of the tenancy, whichever is longer.
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### The implications

Amending the section to allow prosecution within two years of an offence or within one year of the end of a tenancy, whichever is longer, would support compliance with the Act.

## 1.24 Social housing reforms

### The current situation

The Department of Housing and Public Works is reforming housing assistance in Queensland. The review of the Act provides an opportunity to ensure there are no legislative barriers to implementing the reforms.

Among the reforms to be introduced is getting tougher on those who exploit social housing assistance. Managing anti-social behaviour can be a particular issue for social housing providers because of difficulties in terminating a tenancy after reasonable efforts have been made to work with the tenant to address the behaviour, and the processes of the Act have been followed. It can also be significantly more difficult for the department or other social housing providers to obtain a termination order from QCAT on the grounds of objectionable behaviour than it is for a private lessor, as social housing may be seen as housing of last resort and terminations may result in homelessness.

Another reform is to create a stronger role for non-government housing providers in delivering housing assistance. This would involve a transfer of stock owned by the department to non-government community providers and would require

the tenancy agreement to change from a State Tenancy Agreement to a General Tenancy Agreement. This could create an administrative burden to change the agreements.

#### The option/s

<b>Option 1.24(a)</b>	Amend s345 objectionable behaviour to expand on the range of matters the Tribunal should consider in assessing whether a termination order for objectionable behaviour is issued. Such matters might include that the Tribunal should not require the lessor to identify an alternative housing option for the tenant or not refuse an order on the grounds that the lessor is a social housing provider.
<b>Option 1.24(b)</b>	Consideration might be given to providing for the development of an Acceptable Behaviour Agreement for departmental tenants as a condition of the tenancy where this is warranted by the past or current behaviour of the tenant. Failure to enter into an agreement or serious or persistent breaches of the agreement would be grounds for termination of the agreement by the department.
<b>Option 1.24(c)</b>	Introduce provisions to transition the tenancy agreement from a State Tenancy Agreement to a General Tenancy Agreement without the need for re-signing agreements. Also provide for transitional arrangements in the agreement to phase out exemptions in the State Tenancy Agreement that do not apply in other tenancies.

#### The implications

The implementation of either or both options 1.24(a) and 1.24(b) would support the Government's social housing reforms and improve the management of anti-social behaviour in social housing.

These could add to the complexity of matters heard by the Tribunal and add to the overall workload.

Option 1.24(c) would facilitate stock and tenancy transfer to new non-government organisations and reduce unnecessary administrative paperwork that results from the transfer.

## 1.25 Standard of premises s185

#### The current situation

The Act imposes obligations on lessors to ensure the premises are clean, fit to live in, in good repair and not in breach of any laws dealing with the health and safety of those using or entering the premises, both at the start of the tenancy and throughout the tenancy.

The Act generally relies on other legislation, such as fire safety and swimming pool legislation, as well as local building laws and requirements, to establish standards and recourse for non-compliance.

Standards of rental premises, and issues around obligations for repairs and maintenance particularly for building structures, can often be a source of contention between the parties.

#### The option/s

<b>Option 1.25(a)</b>	Amend the Act to require initial or periodic inspections of rental properties.
<b>Option 1.25(b)</b>	Amend the Act to require the lessor/agent to provide copies of property inspection reports, for example pest inspections and building certifications, to the tenant or prospective tenant on request.

#### The implications

Tenants need to be sure that the property they are renting is safe, sound and secure and are provided with additional grounds to support maintenance requests. This needs to be balanced with potential financial implications on the lessor for regular inspections and the ability for lessors and agents to both understand and act on negative reports.

## 1.26 Bond payments above maximum amount s146

### The current situation

The Act currently sets a maximum bond amount of \$400 where the employer provides a rental subsidy. This amount has not changed since 1995 and has not kept pace with inflation and does not provide a sufficient measure of financial protection for the lessor.

### The option/s

<b>Option 1.26</b>	Amend the Act to allow the maximum bond for employer subsidised rentals to be prescribed under a Regulation with the ability to be varied by CPI annually. Review the current \$400 maximum.
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### The implications

The purpose of a rental bond is to provide protection against potential losses for the lessor. With employer subsidised rentals, the rent payments often do not cover the costs associated with providing the property to employees and the bond amount may be insufficient to cover reasonable costs. In these situations, the tenant is paying rent significantly below market rent each week, so the financial impost on the tenant should not be significant if the bond amount was increased.

## Questions to consider about balancing stakeholder interests

**Which of the above options do you support?**

**Are there any other options you would support?**

## 2. Streamlining service delivery

### 2.1 Direct debiting from agent's trust account

#### The current situation

The *Property Agents and Motor Dealers Act 2000* (PAMDA) does not currently allow the RTA to direct debit trust accounts when taking bond lodgements. This limits online lodgement options for agents and restricts the RTA's ability to introduce new services.

#### The option/s

<b>Option 2.1</b>	Amend PAMDA to provide the RTA with the power to direct debit trust accounts on the authorisation of the account holder.
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#### The implications

About 90% of bonds are lodged by real estate agents. Currently, bonds can only be lodged with the RTA by cheque or money order. Allowing the RTA greater payment options in the future will assist clients, particularly as cheques are phased out and new systems are introduced. The Office of Fair Trading has expressed some support for increasing RTA powers to direct debit real estate agency trust accounts for bond lodgements, however sufficient checks and balances must be in place to ensure it does not encourage inappropriate use of trust accounts. Extending the ability of the RTA to direct debit on the authorisation of the trust account holder will provide greater payment options and improved service delivery for clients.

### 2.2 Payment for which notice must be given s136

#### The current situation

The Act requires requests for an extension to the *Notice of claim* period to be made in writing to the RTA. The Act also allows for a three day extension, however this is impractical in major natural disasters and does not allow the RTA to make a ruling for entire areas, e.g. where there are no postal services due to cyclones.

This issue became apparent during the 2011 floods and Cyclone Larry.

#### The option/s

<b>Option 2.2(a)</b>	Amend the Act to authorise the RTA to stop the payment process or extend the <i>Notice of claim</i> or other timeframes in periods of natural disasters, to apply across areas rather than only in individual cases.
<b>Option 2.2(b)</b>	Remove the restrictions for the extension of the <i>Notice of claim</i> period to only apply when a client applies in writing, and for it to be limited to three days.

#### The implications

The RTA is required to process bonds in a reasonable time, and the Act is silent on the RTA's ability to hold up the process or override timeframes in specific circumstances where it would be reasonable to do so.

### 2.3 Conciliation process s398

#### The current situation

The Act currently outlines a number of channels for the conciliation process and only offers telephone conferencing as a method of electronic service provision. This does not allow for future service channels.

#### The option/s

<b>Option 2.3</b>	Broaden the option/s on delivering conciliation services through different channels, such as videoconferencing.
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#### The implications

This will be a technical change.

## 2.4 Recording conciliation for quality monitoring s409

### The current situation

The Act prohibits the RTA from recording the conciliation process. This has been raised as an internal issue from a quality management perspective. In the interests of improving client service it has been suggested that there should be an exception allowing for recording of conciliation conferences for training and quality management purposes.

### The option/s

<b>Option 2.4</b>	Introduce an exemption to s409 to allow conciliators to record conciliation processes for training or quality monitoring purposes.
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### The implications

To protect confidentiality, it may be necessary to make sure the recorded conciliation cannot be obtained by the parties.

## 2.5 Authority may provide addresses to the Tribunal s515

### The current situation

The Act allows QCAT to request the client's forwarding address from the RTA. This implies individual requests must be generated by QCAT. There is no provision for automatic supply of information from RTA to QCAT.

This creates a potential administrative burden for both the RTA and QCAT, as forwarding addresses are sought in 30% to 40% of QCAT applications.

The RTA is engaged in a significant business systems review process. Improved business systems will allow for greater client identification, e.g. more accurate records to be held about clients' details, such as forwarding addresses and current bond balances, and the future ability to automate this information flow.

### The option/s

<b>Option 2.5(a)</b>	Reword the section so that QCAT can make one continuing, generic request for addresses, or
<b>Option 2.5(b)</b>	Clarify that the RTA can also provide QCAT with other information such as bond balances.

### The implications

Natural justice principles mean that it is reasonable to provide client addresses to QCAT to ensure the clients are notified of tribunal hearings.

The options proposed should also reduce unnecessary administrative processes by establishing an overriding right of QCAT to certain information held by RTA and accessed as required by QCAT.

## 2.6 Unclaimed bonds and unfinalised bonds s151

### The current situation

Unclaimed bonds are where a bond has been paid out by cheque but the cheque has not been cashed or has been returned. The Act only refers to cheque payments and is silent on unsuccessful payments made by other means.

The Act also provides that the Minister can direct use of funds after seven years for certain purposes. However, a person can make a claim at any time meaning that allocation has to be recognised in RTA accounts forever. Virtually no parties claim payments after the first couple of years.

An unfinalised bond is where a bond has been substantially paid out and small balance amounts may remain, meaning the bond cannot be finalised. This is administratively inefficient and a fraud risk.

The Act does not take account of modern payment methods, such as electronic payments.

### The option/s

<b>Option 2.6(a)</b>	Amend definition of an unclaimed bond to include any payment method where the payment is not successful, such as an uncashed cheque or a failed electronic payment where correct details cannot be obtained.
<b>Option 2.6(b)</b>	Extinguish parties' rights to payment of an unclaimed bond payment or a small payment where the bond has been finalised after seven years.
<b>Option 2.6(c)</b>	Define a minimum threshold for amounts to be published on a small balances register or if below that amount, provide that the bond is finalised with the small balance transferred to operating funds.

### The implications

The Act should be consistent with how other unclaimed funds are treated with the party's right to the funds extinguished after a reasonable period of time – such as seven years.

The Act could be drafted with similar limitations as those currently in place in section 99A of the *Public Trustee Act 1978*. Such funds are then subject to Ministerial direction for specified purposes.

## 2.7 Making public information about unclaimed and unfinalised bond money

### The current situation

The interplay of confidentiality provisions within the Act and the *Information Privacy Act 2009 (Qld)* means that the RTA is limited in the amount of personal information that it can make publicly available about unclaimed and unfinalised moneys. This includes names of people with unclaimed bond money.

### The option/s

<b>Option 2.7</b>	Introduce a new section similar to s99A(3) of the <i>Public Trustee Act 1978</i> to allow the RTA to advertise names of persons entitled to unclaimed and/or unfinalised funds.
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### The implications

The RTA should be able to publicly advertise unclaimed and unfinalised moneys so the amounts can be returned to clients.

## Questions to consider about streamlining service delivery

**Which of the above options do you support?**

**Are there any other options you would support?**

## 3. Reducing red tape

### 3.1 Payment of bond to contributors ss126-135

#### The current situation

These sections essentially define detailed business rules on how to process rental bonds.

The Act's bond provisions are therefore more complex than in other states.

#### The option/s

<b>Option 3.1</b>	Rewrite the bond payment sections of the Act to remove the detailed procedures for how to make bond payments.
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#### The implications

Modern legislative practice is not to provide detailed business rules in legislation. Rewriting the bond processing provisions will not have any direct implications for stakeholders but will assist the RTA with improving its processing of bonds.

### 3.2 Making a dispute resolution request s402

#### The current situation

The Act requires the parties to make a request for dispute resolution 'in the approved form'.

#### The option/s

<b>Option 3.2</b>	Remove the obligation for the client to fill in a form to request dispute resolution.
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#### The implications

In the interest of customer service it would be beneficial for the RTA to be able to book a request for dispute resolution, for example over the phone, without breaching the Act.

### 3.3 Withdrawal of disputes s410

#### The current situation

The Act requires a written notice of withdrawal of disputes.

#### The option/s

<b>Option 3.3</b>	Remove the obligation for the client to withdraw from a dispute in writing.
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#### The implications

Removing the requirement for a written notice will be a technical change to improve customer service, reduce unnecessary paperwork and recognise the availability of other options such as SMS and verbal advice to action the client's request.

### 3.4 Conciliation agreements must be in writing s408(2)

#### The current situation

The Act requires that conciliation agreements must be put in writing and signed by the parties.

#### The option/s

<b>Option 3.4</b>	Amend the relevant section to allow the conciliator to give parties the choice of having their agreement in writing or not.
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#### The implications

The reality is that this does not have to happen in some cases and creates unnecessary red tape and delays for the clients.

An example is when the tenant wants repairs done and the tradesperson has arrived or the work has been completed – the tenant does not require the conciliation agreement to be in writing and signed, as the action has occurred.

### 3.5 Transitional provisions Division 10

#### The current situation

Most, if not all, of the transitional provisions have now expired and can be removed.

#### The option/s

<b>Option 3.5</b>	Remove transitional provisions.
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#### The implications

There are a large number of redundant sections that unnecessarily complicate the Act.

### 3.6 Short tenancies – moveable dwellings ss47-50

#### The current situation

Short tenancy provisions for moveable dwellings are confusing and problematic for transient tenants. Short tenancies can be up to 42 days (6 weeks), plus another 42 days extension. Anecdotal feedback indicates it is an administrative burden for the sector requiring unnecessary paperwork when the intention of the tenant is to stay only for a short time, for example 2-3 weeks. It is also confusing for caravan park managers to manage the requirements and obligations for different types of agreements – short term and long term.

#### The option/s

<b>Option 3.6(a)</b>	Remove short term tenancies which currently allow tenancies without paperwork for up to 42 days for moveable dwellings.
<b>Option 3.6(b)</b>	Exempt moveable dwelling tenancies from the Act where the tenancies are to be for less than six weeks.

#### The implications

It is unlikely the provisions are widely used in the sector and cause unnecessary red tape. Removing the obligation will reduce paperwork for moveable dwelling park owners and tenants.

## Questions to consider for reducing red tape

**Which of the above options do you support?**

**Are there any other options you would support?**



## 4. Technical and minor changes

### 4.1 Coverage s32

#### The current situation

There is a grey area around boarders and lodgers and rooming accommodation where the lessor lives on the premises and there are fewer than three people renting rooms. This creates confusion in trying to establish accommodation status (i.e. boarder or lodger versus resident) and therefore when a bond must be lodged. The Act only covers boarders and lodgers to the extent that their bonds must be lodged with the RTA; whereas residents are covered in terms of agreements, bonds, notices, etc. unless the provider lives on the premises and rents to fewer than three people.

#### The option/s

<b>Option 4.1(a)</b>	Delete the references to boarders and lodgers so they do not contradict the definition of resident, i.e. treat all as residents.
<b>Option 4.1(b)</b>	Correct a drafting error to clarify that while generally exempt from the provisions of the Act, the requirement to lodge a rental bond applies where the lessor lives on the premises and fewer than three people are renting.
<b>Option 4.1(c)</b>	Clarify that the Act applies if a room is shared.

#### The implications

The application of the Act to rooming accommodation and boarders and lodgers needs to be clarified.

### 4.2 Advertising at fixed price s57

#### The current situation

The Act requires advertising at a fixed price to prevent rent auctions and rent tendering. It is an offence not to advertise at a fixed price. It is also an offence to take a bond if the property has not been advertised a fixed price.

#### The option/s

<b>Option 4.2</b>	Remove s57(2) which creates an offence for taking a bond if the property has not been advertised at a fixed price.
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#### The implications

It is unnecessary to have two offence provisions for the same matter.

### 4.3 Lessor must give documents to prospective tenant s58

#### The current situation

There is a minor punctuation error in section 58 which requires amendment to correct.

#### The option/s

<b>Option 4.3</b>	Amend s58 to remove the comma after 'For,'.
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#### The implications

This will be a technical change.

## 4.4 Payments above maximum s146(2)(a)

### The current situation

Section 146(2)(a) includes a specific dollar amount for determining the maximum bond for employee tenancies.

### The option/s

<b>Option 4.4(a)</b>	Amend the section to remove the dollar amount and simplify the language.
<b>Option 4.4(b)</b>	Amend the Regulation to include the dollar amount and review the amount for an increase.

### The implications

This amount has remained unchanged for many years. The dollar amount should be in the Regulation which can be easily updated in line with inflation.

## 4.5 Rent increases s91(6)

### The current situation

If the tenancy agreement is a fixed term agreement, the rent may be increased before the term ends only if the agreement states the amount of the increase or how the amount of the increase is to be worked out.

RTA investigations have found some lessors use complex and general wording such as 'at the lessor's sole and unfettered discretion' to describe how the rent increase is to be calculated.

### The option/s

<b>Option 4.5</b>	Amend the section to state a term in the agreement must specify a specific amount or a formula by which the increase will be calculated.
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### The implications

The aim of the provision is to provide the tenant with clear information about the amount of the increase or the specific formula for calculating the increase (e.g. CPI for the period) so they understand the financial implications.

## 4.6 Changing locks s251(1)(b)

### The current situation

An amendment is required to correct a mistaken reference to tenant instead of resident.

### The option/s

<b>Option 4.6</b>	Amend the section dealing with locks in rooming accommodation to replace 'tenant' with 'resident'.
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### The implications

This will be a technical change.

## 4.7 Ending of agreements s290

### The current situation

An amendment is required to correct a minor error in section 290 to aid in understanding.

### The option/s

<b>Option 4.7</b>	Add 'ends' to the section heading 'Notice to leave if tenants entitlement under affordable housing scheme'.
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### The implications

This will be a technical change.

## 4.8 Electronic transactions

### The current situation

The Act needs to be reviewed for minor amendments generally to ensure the RTA is able to do business online.

This would need to include ensuring clarity for RTA business units and clients about when documents are considered to have been sent or received when sent electronically, particularly when it relates to timelines for the bond to be paid out.

### The option/s

<b>Option 4.8(a)</b>	Ensure the Act can cover transactions performed through a variety of means such as SMS, texting, smartphone, photos etc.
<b>Option 4.8(b)</b>	Consider the impact on timelines which factor in issuing notices by mail.

### The implications

This would require the RTA to establish any barriers to online transactions and ensure minimal risks to the RTA and clients (e.g. security, identification).

The due dates on *Notice of claim* and *Notice of unresolved dispute* forms may need to be updated to reflect changes.

## 4.9 Application of *Financial Administration and Audit Act 1997* s480 and s499

### The current situation

An amendment is required to sections 480 and 499 to replace all references to the repealed *Financial Administration and Audit Act 1997* with references to the replacement Act, the *Financial Accountability Act 2009*.

### The option/s

Option 4.9	Amend the section to replace all references to the <i>Financial Administration and Audit Act 1997</i> with the replacement Act, the <i>Financial Accountability Act 2009</i> .
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### The implications

This is a technical amendment and will update the Act with the change in the name of legislation.

## Questions to consider for greater clarity and certainty

**Which of the above options do you support?**

**Are there any other options you would support?**

## Balancing stakeholder interests – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>1.1 Holding and key deposits s59</b>	
<p><b>Option 1.1(a):</b> Remove existing holding and key deposits provisions from the Act; and</p> <p><b>Options 1.1(b):</b> Prohibit taking of fees or deposits or any money before the tenancy agreement is signed.</p>	
<b>1.2 Tenant's obligations s188(3)</b>	
<p><b>Option 1.2:</b> Amend section 188 on tenant obligations to provide that the tenant is responsible for negligent and intentional as well as malicious damage to the rental property by themselves or their guests.</p>	
<b>1.3 Maximum rental bond amounts s112, s146</b>	
<p><b>Option 1.3:</b> Allow for an additional amount of bond, proposed as one week's bond, to be charged for pets, premises that have a pool or which are fully furnished.</p>	
<b>1.4 Maximum rental bond amounts – caravan parks s112, s146</b>	
<p><b>Option 1.4:</b> Increase the maximum bond for caravan parks from two weeks to four weeks rent, in line with general tenancies.</p>	

# Balancing stakeholder interests – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>1.5 Timeframe for lodgement of bonds ss116-119</b>	
<p><b>Option 1.5:</b> Extend the timeframe for lodgement of bonds from 10 to 14 calendar days.</p>	
<b>1.6 Increase in penalty units – non-lodgement of bond ss116-119</b>	
<p><b>Option 1.6:</b> Increase the penalty units for non-lodgement of bond from a maximum of 40 penalty units (currently \$4,400) to 60 penalty units (\$6,600).</p>	
<b>1.7 Duty to pay rental bond instalments under residential tenancy agreement ss117-118</b>	
<p><b>Option 1.7:</b> Require part payments received from a social housing lessor/agent to be lodged with the RTA within three months of the first payment being received for either a general tenancy or a rooming accommodation tenancy.</p>	

## Balancing stakeholder interests – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>1.8 Rent payment methods – rent cards ss83-84, ss98-99</b>	
<p><b>Option 1.8:</b> Amend the Act to provide that tenants must be offered the option of a fee-free way of paying rent other than for charges to their own financial institution.</p>	
<b>1.9 Receipts and other records s88, s102</b>	
<p><b>Option 1.9:</b> Amend the relevant sections to ensure receipts are required for rent payments made by cash and cheque.</p>	
<b>1.10 Receipts and other records s88, s102</b>	
<p><b>Option 1.10:</b> Remove s 88(6) and s102(6) and clarify a rent payment record is required regardless of the payment method.</p>	
<b>1.11 Electricity charging s171(3)</b>	
<p><b>Option 1.11:</b> Require lessors and agents to disclose as part of the proposed agreement before the tenant is committed to the tenancy, any information about on-supply arrangements for electricity and bulk hot water where use of the supplier is a condition of the tenancy.</p>	

## Balancing stakeholder interests – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>1.12 Water service charges s166</b>	
<p><b>Option 1.12(a):</b> Allow the lessor to pass on the full cost of water consumption charges for individually metered premises, regardless of whether premises are water efficient.</p> <p><b>Option 1.12(b):</b> Clarify that water consumption cost can be passed on for part billing periods by apportioning charges on the basis of meter readings.</p> <p><b>Option 1.12(c):</b> Require the lessor to pass on any water charges to the tenant within 6 months of receiving the bill from the provider.</p>	
<b>1.13 Entry – windows for inspection entry times s196</b>	
<p><b>Option 1.13:</b> Increase the window of entry for an inspection by the lessor/agent from two hours to three hours.</p>	
<b>1.14 Entry to common areas – rooming accommodation ss257-265</b>	
<p><b>Option 1.14:</b> Require that rooming accommodation providers must either specify standard entry times in the agreement for entry to common areas (e.g. for cleaning), or to issue an entry notice to occupants or by displaying in a public area.</p>	

## Balancing stakeholder interests – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>1.15 Abandonment and goods left behind ss355-365</b>	
<p><b>Option 1.15:</b> Change the current provisions for dealing with abandoned goods and documents to:</p> <ul style="list-style-type: none"> <li>• continue to allow immediate disposal of goods that are dangerous, perishable or where the combined market value is less than \$1,500</li> <li>• otherwise allow the lessor/agent to issue 'disposal notices' informing the former tenant/s that goods will be disposed of after 14 days (in the case of goods not subject to immediate disposal or that are not personal documents) or 90 days (in the case of personal documents) after the day on which the notice is given, unless they are first claimed</li> <li>• allow the lessor/agent to dispose of goods (other than personal documents) after the disposal notice period by selling them or in any other lawful manner. Any proceeds from the sale of goods may only be used to offset the costs of removing, storing and selling the goods. The lessor/agent must forward any remaining money from the sale of the goods to the Public Trustee within 10 days. The proceeds cannot be used to offset rent owing or other money that may be owed by the tenant.</li> </ul> <p><i>Continues overleaf</i></p>	



## Balancing stakeholder interests – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<ul style="list-style-type: none"> <li>allow the lessor/agent to dispose of personal documents, after 90 days by offering them to the Public Trustee or returning them to the authority that issued the documents and if refused, to dispose of them in any other lawful manner as long as it does not result in personal information about a tenant or other person becoming publicly available.</li> </ul>	
<b>1.16 Longer term tenancies s195, s258, ss277-291</b>	
<p><b>Option 1.16:</b> Amend the Act to reduce frequency of inspections and allow longer notice periods to end a tenancy without grounds when the tenant has been in the premises for more than two years.</p>	
<b>1.17 Co-tenancies s125, s277, s430</b>	
<p><b>Option 1.17(a):</b> Amend the Act to provide that an application for a bond refund can only be made after the end of the tenancy or if the departing co-tenant's share of the bond has been paid by a new incoming tenant or the remaining tenants.</p> <p><b>Option 1.17(b):</b> Extend the grounds for ending a tenancy to include death of a co-tenant.</p>	

## Balancing stakeholder interests – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>1.18 Immediate eviction in rooming accommodation due to serious breach or failure to leave s454, s456</b>	
<p><b>Option 1.18(a):</b> Remove the immediate eviction provisions and replicate the moveable dwelling park provisions for the rooming accommodation sector to provide police with a power to issue a Nuisance Direction as a warning or requiring the resident to leave their accommodation for up to 24 hours.</p> <p><b>Option 1.18(b):</b> Remove the immediate eviction provisions and amend the Act to require a Tribunal order for eviction from rooming accommodation and issue a Warrant of Possession for failure to leave or serious breach.</p> <p><b>Option 1.18(c):</b> Remove the immediate eviction provisions and allow the rooming accommodation provider to exclude a resident for a period of time and allow the resident to apply to the Tribunal for an order to be re-instated in the tenancy.</p>	

# Balancing stakeholder interests – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>1.19 Notice periods – without grounds terminations in fixed term tenancies s291</b>	
<p><b>Option 1.19(a):</b> Reduce the notice period required when issuing a <i>Notice to leave</i> without grounds from two months to one month when issued by the lessor while retaining the two week notice period required by the tenant.</p> <p><b>Option 1.19(b):</b> Establish the same notice period of one month for both lessors and tenants.</p> <p><b>Option 1.19(c):</b> Abolish the without grounds provision so that a lessor can only end a tenancy for specific grounds. Extend the current grounds to end a tenancy to include for the lessor to move into the property and the lessor to renovate the property.</p>	
<b>1.20 Handover day s139</b>	
<p><b>Option 1.20:</b> Amend the Act to require handover of the premises and keys by a set time on the handover day, e.g. 5pm.</p>	

## Balancing stakeholder interests – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>1.21 Documentation for disputed rental bond claims s136</b>	
<p><b>Option 1.21:</b> Establish requirements similar to NSW requiring documents supporting a claim against the bond to be provided to the tenant and the RTA within seven days of a dispute resolution request being submitted to the RTA.</p>	
<b>1.22 False or misleading documents s514(1)</b>	
<p><b>Option 1.22:</b> Amend the relevant section to make it an offence to provide a document that is incomplete to the RTA.</p>	
<b>1.23 Statute of limitations s510</b>	
<p><b>Option 1.23:</b> Amend the Act to allow prosecution within two years of an offence or within one year of the end of the tenancy, whichever is longer.</p>	

## Balancing stakeholder interests – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>1.24 Social housing reforms</b>	
<p><b>Option 1.24(a):</b> Amend s345 objectionable behaviour to expand on the range of matters the Tribunal should consider in assessing whether a termination order for objectionable behaviour is issued. Such matters might include that the Tribunal should not require the lessor to identify an alternative housing option for the tenant or not refuse an order on the grounds that the lessor is a social housing provider.</p> <p><b>Option 1.24(b):</b> Consideration might be given to providing for the development of an Acceptable Behaviour Agreement for departmental tenants as a condition of the tenancy where this is warranted by the past or current behaviour of the tenant. Failure to enter into an agreement or serious or persistent breaches of the agreement would be grounds for termination of the agreement by the department.</p> <p><b>Option 1.24(c):</b> Introduce provisions to transition the tenancy agreement from a State Tenancy Agreement to a General Tenancy Agreement without the need for re-signing agreements. Also provide for transitional arrangements in the agreement to phase out exemptions in the State Tenancy Agreement that do not apply in other tenancies.</p>	

## Balancing stakeholder interests – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>1.25 Standard of premises s185</b>	
<p><b>Option 1.25(a):</b> Amend the Act to require initial or periodic inspections of rental properties.</p> <p><b>Option 1.25(b):</b> Amend the Act to require the lessor/agent to provide copies of property inspection reports, for example pest inspections and building certifications, to the tenant or prospective tenant on request.</p>	
<b>1.26 Bond payments above maximum amount s146</b>	
<p><b>Option 1.26:</b> Amend the Act to allow the maximum bond for employer subsidised rentals to be prescribed under a Regulation with the ability to be varied by CPI annually. Review the current \$400 maximum.</p>	

# Streamlining service delivery – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>2.1 Direct debiting from agent's trust account</b>	
<p><b>Option 2.1:</b> Amend the <i>Property Agents and Motor Dealers Act 2000</i> to provide the RTA with the power to direct debit trust accounts on the authorisation of the account holder.</p>	
<b>2.2 Payment for which notice must be given s136</b>	
<p><b>Option 2.2(a):</b> Amend the Act to authorise the RTA to stop the payment process or extend the <i>Notice of claim</i> or other timeframes in periods of natural disasters, to apply across areas rather than only in individual cases.</p> <p><b>Option 2.2(b):</b> Remove the restrictions for the extension of the <i>Notice of claim</i> period to only apply when a client applies in writing, and for it to be limited to three days.</p>	
<b>2.3 Conciliation process s398</b>	
<p><b>Option 2.3:</b> Broaden the option/s on delivering conciliation services through different channels, such as videoconferencing.</p>	
<b>2.4 Recording conciliation for quality monitoring s409</b>	
<p><b>Option 2.4:</b> Introduce an exemption to s409 to allow conciliators to record conciliation processes for training or quality monitoring purposes.</p>	

# Streamlining service delivery – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>2.5 Authority may provide addresses to the Tribunal s515</b>	
<p><b>Option 2.5(a):</b> Reword the section so that QCAT can make one continuing, generic request for addresses, or</p> <p><b>Option 2.5(b):</b> Clarify that the RTA can also provide QCAT with other information such as bond balances.</p>	
<b>2.6 Unclaimed bonds and unfinalised bonds s151</b>	
<p><b>Option 2.6(a):</b> Amend definition of an unclaimed bond to include any payment method where the payment is not successful, such as an uncashed cheque or a failed electronic payment where correct details cannot be obtained.</p> <p><b>Option 2.6(b):</b> Extinguish parties' rights to payment of an unclaimed bond payment or a small payment where the bond has been finalised after seven years.</p> <p><b>Option 2.6(c):</b> Define a minimum threshold for amounts to be published on a small balances register or if below that amount, provide that the bond is finalised with the small balance transferred to operating funds.</p>	
<b>2.7 Making public information about unclaimed and unfinalised bond money</b>	
<p><b>Option 2.7:</b> Introduce a new section similar to s99A(3) of the <i>Public Trustee Act 1978</i> to allow the RTA to advertise names of persons entitled to unclaimed and/or unfinalised funds.</p>	



## Reducing red tape – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>3.1 Payment of bond to contributors ss126-135</b>	
<p><b>Option 3.1:</b> Rewrite the bond payment sections of the Act to remove the detailed procedures for how to make bond payments.</p>	
<b>3.2 Making a dispute resolution request s402</b>	
<p><b>Option 3.2:</b> Remove the obligation for the client to fill in a form to request dispute resolution.</p>	
<b>3.3 Withdrawal of disputes s410</b>	
<p><b>Option 3.3:</b> Remove the obligation for the client to withdraw from a dispute in writing.</p>	
<b>3.4 Conciliation agreements must be in writing s408(2)</b>	
<p><b>Option 3.4:</b> Amend the relevant section to allow the conciliator to give parties the choice of having their agreement in writing or not.</p>	

## Reducing red tape – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>3.5 Transitional provisions</b> <b>Division 10</b>	
<p><b>Option 3.5:</b> Remove transitional provisions.</p>	
<b>3.6 Short tenancies – moveable dwellings</b> <b>ss47-50</b>	
<p><b>Option 3.6(a):</b> Remove short term tenancies which currently allow tenancies without paperwork for up to 42 days for moveable dwellings.</p> <p><b>Option 3.6(b):</b> Exempt moveable dwelling tenancies from the Act where the tenancies are to be for less than six weeks.</p>	

## Technical and minor changes – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>4.1 Coverage s32</b>	
<p><b>Option 4.1(a):</b> Delete the references to boarders and lodgers so they do not contradict the definition of resident, i.e. treat all as residents.</p> <p><b>Option 4.1(b):</b> Correct a drafting error to clarify that while generally exempt from the provisions of the Act, the requirement to lodge a rental bond applies where the lessor lives on the premises and fewer than three people are renting.</p> <p><b>Option 4.1(c):</b> Clarify that the Act applies if a room is shared.</p>	
<b>4.2 Advertising at fixed price s57</b>	
<p><b>Option 4.2:</b> Remove s57(2) which creates an offence for taking a bond if the property has not been advertised at a fixed price.</p>	
<b>4.3 Lessor must give documents to prospective tenant s58</b>	
<p><b>Option 4.3:</b> Amend s58 to remove the comma after 'For,'.</p>	

## Technical and minor changes – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>4.4 Payments above maximum s146(2)(a)</b>	
<p><b>Option 4.4(a):</b> Amend the section to remove the dollar amount and simplify the language.</p> <p><b>Option 4.4(b):</b> Amend the Regulation to include the dollar amount and review the amount for an increase.</p>	
<b>4.5 Rent increases s91(6)</b>	
<p><b>Option 4.5:</b> Amend the section to state a term in the agreement must specify a specific amount or a formula by which the increase will be calculated.</p>	
<b>4.6 Changing locks s251(1)(b)</b>	
<p><b>Option 4.6:</b> Amend the section dealing with locks in rooming accommodation to replace 'tenant' with 'resident'.</p>	
<b>4.7 Ending of agreements s290</b>	
<p><b>Option 4.7:</b> Add 'ends' to the section heading 'Notice to leave if tenants entitlement under affordable housing scheme'.</p>	

## Technical and minor changes – Response sheet

Options	Comments: Which of these options do you support? Are there any other options you would support (including 'no change')?
<b>4.8 Electronic transactions</b>	
<p><b>Option 4.8(a):</b> Ensure the Act can cover transactions performed through a variety of means such as SMS, texting, smartphone, photos, etc.</p> <p><b>Option 4.8(b):</b> Consider the impact on timelines which factor in issuing notices by mail.</p>	
<b>4.9 Application of <i>Financial Administration and Audit Act 1997</i> ss480 and 499</b>	
<p><b>Option 4.9:</b> Amend the section to replace all references to the <i>Financial Administration and Audit Act 1997</i> with the replacement Act, the <i>Financial Accountability Act 2009</i>.</p>	

To help the RTA analyse your feedback, please provide the following details:

Tenant  
 Lessor  
 Agent/manager  
 Organisation (e.g. TUQ) please specify   
 Other

Name (optional)

Email

Postal address

Postcode

# Glossary of terms

## Acronyms and abbreviations

**Act, the** – *Residential Tenancies and Rooming Accommodation Act 2008*

**ARAMA** – Australian Resident Accommodation Manager's Association Queensland

**PAMDA** – *Property Agents and Motor Dealers Act 2000*

**PID Act** – *Public Interest Disclosure Act 2010*

**QCAT** – Queensland Civil and Administrative Tribunal (also the tribunal)

**REIQ** – Real Estate Institute of Queensland

**RTA** – Residential Tenancies Authority

**RTI Act** – *Right to Information Act 2009*