

General tenancy agreements

A **General tenancy agreement** (Form 18a) is the agreement between a tenant and a lessor/agent which sets out the terms that apply to the tenant's stay in general tenancies such as houses, units and townhouses. Tenants and lessor/agents must abide by the terms of the agreement they sign.

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) states what must be included in every General tenancy agreement covered by the Act in Queensland.

See the *Moveable dwelling tenancy agreements* fact sheet for information on tenancy agreements for caravans and other moveable dwellings. These forms are available from the RTA.

Types of general tenancy agreements

An agreement can be:

- a fixed term agreement, which means an agreement for a set period, with an identified end date, or
- a periodic agreement, which means an agreement which has no set end date and which operates on, for example, a fortnight to fortnight basis.

Holding deposits and tenancy agreements

Prospective tenants may be asked for a deposit to place a hold on premises they wish to rent. A copy of the proposed *General tenancy agreement* must be given to prospective tenants before they pay the holding deposit and a holding deposit can only be taken from one prospective tenant for each property. For more information on holding deposits refer to the *Rent payments and holding deposits* fact sheet.

About the *General tenancy agreement* (Form 18a)

Under the Act, tenancy agreements must be in writing. They must:

- be written clearly
- contain all standard terms and any special terms (which must comply with the Act)
- give the lessor's/agent's name, address and phone number
- give the tenant's name and phone number
- give the name of any person (an agent), the lessor authorises to stand in their place in agreed situations. The lessor must give the tenant written notice of any changes within 14 days
- say how much rent is to be paid and how and when it is to be paid
- state the ending date for fixed term agreements, and
- be signed by all parties.

Lessor/agents may also identify a nominated repairer in the tenancy agreement to act on their behalf if emergency repairs are required.

Lessor/agent responsibilities when agreements are signed

The lessors/agent is responsible for:

- meeting all the costs of preparing the tenancy agreement
- ensuring the correct form is used and completed
- providing a copy of the proposed agreement along with any relevant body corporate rules or bylaws to the tenant before they sign it. Once the tenant signs the agreement, they must

- return it to the lessor/agent within five days. The lessor/agent then has 14 days to give a copy of the signed agreement to the tenant
- ensuring that, when an agreement is signed, there are no legal problems that would prevent the tenant from living in the premises for the length of the tenancy, and
- ensuring the premises are in a good state of repair and ready for the tenant to move into on the agreed date.

Other paperwork when agreements are signed

The lessor/agent must also provide the tenant with:

- a copy of *Pocket guide for tenants - houses and units* (Form 17a)
- a copy of any relevant bylaws, and
- a signed *Entry condition report* (Form 1a) for the premises.

The tenant then has three days to sign the *Entry condition report* and note any disagreements on the report. The tenant should return the signed *Entry condition report* to the lessor/agent who must then give a copy of the finalised report back to the tenant. The lessor/agent must keep a copy until at least one year after the tenancy ends.

The lessor/agent must complete and sign a *Bond lodgement* (Form 2) if a rental bond is charged for the tenancy, then lodge it and any bond money taken with the RTA within 10 days.

Lessor/agents who fail to provide their tenants with copies of the required paperwork face penalties under the Act, as do tenants who fail to complete and return an *Entry condition report*.

Breaching the terms of a tenancy agreement

If either party to the agreement doesn't act in accordance with the terms of the agreement, or the Act, it may be considered a breach. The Act outlines processes to follow when a breach has occurred, including possible ending of the agreement. For more information, refer to the *Dispute Resolution Services* and *Ending a tenancy agreement* fact sheets.

Ending tenancy agreements

Tenancy agreements can only be ended in accordance with the Act. Lessor/agents must follow the due process of the Act to end a tenancy or gain possession of the premises, or they could face penalties under the Act. For more information, refer to the *Ending a tenancy agreement* fact sheet.

Further information

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

Accessing RTA forms

The RTA's forms can be obtained electronically or in person by:

- rta.qld.gov.au
- 1300 366 311
- Level 23, 179 Turbot St Brisbane

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