

Rental premises – use, condition, repairs

Under the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act), tenants and lessors/agents have responsibilities for residential premises, including the site and facilities in the case of general and moveable dwellings.

Tenants' use of the premises

The lessor/agent must allow the tenant quiet enjoyment of the premises, must not interfere with the tenant's use of the premises and allow the tenant reasonable peace, comfort and privacy. Tenants must ensure they and their guests do not:

- use the premises for any illegal purposes
- cause or permit a nuisance, or
- interfere with the peace, comfort and privacy of any neighbour.

Condition of the premises

At the start of the tenancy, the lessor/agent must ensure the premises and inclusions are clean, fit to live in and are in good repair. The lessor/agent must maintain the premises and inclusions in good repair throughout the tenancy.

The premises and inclusions must comply with health and safety regulations, such as local council regulations, at the start and throughout the tenancy.

The tenant must ensure the premises are kept clean, and that they and their guests do not damage the premises. If the premises are damaged or in need of repair, the tenant must notify the lessor/agent as soon as possible.

At the end of the tenancy, the tenant must leave the premises in a state similar to that set out in the *Entry condition report* (Form 1a for general tenancies or Form 1b for moveable dwelling tenancies) at the start of the tenancy agreement, fair wear and tear excepted.

Condition of the premises and site (moveable dwellings)

The owner/manager of a moveable dwelling park must ensure the facilities in the park are maintained, clean, kept in good repair, and that sites remain fit for a moveable dwelling.

The facilities must comply with health and safety regulations.

Tenants must keep the caravan, site and inclusions clean and must not damage them. They must not do anything to a facility in the park that makes it unfit for use or detracts from its appearance. Where the tenancy is for a site only, the tenant must keep it in a way that does not detract from the general standards of the park.

Tenants who rent the site only are responsible for the maintenance of their own caravan. Both owner/manager and tenant must maintain the site, including the area around the moveable dwelling. The tenancy agreement should indicate responsibilities for the site at the end of the tenancy.

Installing fixtures

Tenants can only install fixtures or fittings or make alterations to the premises with the written consent of the lessor/agent. The nature of the approved changes should be outlined, as well as the

conditions of the lessor's/agent's consent to the alterations. If the tenant is allowed to remove the fixture, any damage caused by its removal must either be repaired or paid for by the tenant.

A lessor/agent should not act unreasonably in not agreeing to the alterations.

If a tenant installs fixtures or fittings or makes alterations to the premises without consent, the lessor/agent has three options:

- to treat it as a breach and try to resolve the dispute
- to accept the changes as improvements, or
- to remove the fixture and charge the tenant for the costs of doing so.

Locks

The lessor/agent must supply and maintain all locks to ensure the premises are reasonably secure.

If at any stage of the tenancy either party wants to change the locks, both parties must agree and neither party may unreasonably withhold their consent. The other party must be given a new key unless a Tribunal orders otherwise, or the other party agrees to not being given a key. The tenant or lessor/agent may change a lock in an emergency, or following an order from the Tribunal.

Copies of keys

The lessor/agent must give at least one of the tenants a key for each lock that is part of the premises. For example, a key for a lock on a door to a room in the premises, on the mailbox, on a door to a toolshed that forms part of the premises or on a built-in cupboard in the premises.

If there is more than one tenant named on the tenancy agreement then the lessor/agent must supply each of the named tenants on the tenancy agreement with a key for each lock that is required to access the premises.

General repairs

Tenants should notify the lessor/agent if any general repairs are needed, which must then be carried out in a reasonable time. If the tenant issues a *Notice to remedy breach* (Form 11), the lessor/agent has a minimum of seven days to carry out the repairs.

Emergency repairs

The Act states emergency repairs are:

- a burst water service or a serious water service leak
- a blocked or broken lavatory system or fittings
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm, fire or impact damage
- a failure or breakdown of the gas, electricity or water supply to the premises
- a failure or breakdown of an essential service or appliance on premises for hot water, cooking or heating
- a fault or damage that makes premises unsafe or unsecure
- a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of premises, or
- a serious fault in any staircase, lift or other common area which inhibits or unduly inconveniences residents in gaining access to or using the premises

The lessor/agent must organise and pay for any emergency repairs. The tenant should try to contact the lessor/agent or nominated repairer. If neither can be contacted, the tenant can get a suitably qualified person to carry out emergency repairs to a maximum value of two weeks' rent, or can apply to the Tribunal for an order about the repairs.

Payment for emergency repairs

If the tenant arranges for the emergency repairs, they must give a copy of the invoice and/or receipt to the lessor/agent who must reimburse the tenant or pay the invoice within seven days.

If the tenant has problems, or is likely to have problems about the emergency repairs, they can apply to the Tribunal for an order:

- for the lessor/agent to arrange for the repairs
- for the tenant to arrange for the repairs, or
- for the lessor/agent to reimburse the tenant or repairer.

The lessor/agent can also apply to the Tribunal if they object to the emergency repairs or reimbursement.

Dealing with disputes

For information on dealing with disputes, see the Dispute Resolution Services 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).