

**Unite**   
**against**

**COVID-19**

# Residential Tenancies Practice Guide

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

April 2020



**Queensland  
Government**

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# Introduction

On 29 March 2020, National Cabinet agreed that states and territories would implement a moratorium on evictions for residential tenancies in financial distress due to the impacts of COVID-19.

The Queensland Government has implemented a range of measures to support this decision and deliver better protections and improved stability in Queensland's rental market. These include:

- **Tenants** who are suffering or have suffered excessive hardship because of COVID-19 who cannot meet their rent commitments **cannot be evicted** or listed in a **tenancy database for rent arrears**.

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- **Fixed term agreements due to expire** during the COVID-19 pandemic will be extended to 30 September 2020 unless the tenant requests a shorter term.

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- **Require property owners to only end COVID-19 impacted tenancies with approved reasons** and required notice periods.

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- **Provide new approved reasons** to allow property owners and tenants to end their tenancy agreement if they need to during the COVID-19 emergency period, including if they are experiencing domestic and family violence with protections in place to limit their liability for end of lease costs.

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- **Capping break lease fees** for eligible tenants if their income has reduced by at least 75% and they have savings of less than \$5,000.

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- **Owner obligations for routine repairs and inspections have been relaxed** but regulatory obligations to ensure tenant safety in the rental property continue to apply.

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- **Tenants may refuse physical entry for non-essential reasons**, including routine repairs and inspections, particularly if a member of the household is a vulnerable person. However, tenants must agree to virtual inspections if physical inspections cannot take place.

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- Tenants and property owners should work together to reach agreement. If agreement cannot be reached, parties are required to undertake **conciliation to resolve disputes** and achieve conciliated agreements, which form part of the tenancy agreement.

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# Purpose of this guide

This document is made by the Minister for Housing and Public Works, Minister for Digital Technology and Minister for Sport under the *Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020*. It provides a practice guide for negotiating arrangements for residential tenancy agreements, including rooming accommodation agreements, for people impacted by the COVID-19 pandemic. It sets out the steps for tenants and property owners to negotiate variations to residential tenancy agreements, including rent adjustments and breaking leases, and supports certainty in the process of negotiating a successful outcome for all parties.

It also sets out the steps for the conciliation process facilitated by the Residential Tenancies Authority (RTA), which is mandatory where parties are unable to reach agreement. The conciliation process aims to achieve an agreed variation to the tenancy agreement. If conciliation is unsuccessful, the RTA will provide a Notice of Unresolved Dispute. Either the tenant or property owner can seek a determination on the dispute with the Queensland Civil and Administrative Tribunal (QCAT).

In this Guide, tenant is used to refer to both tenants with residential tenancy agreements and residents with rooming accommodation agreements, and references to property owners refers to both lessors and providers.

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# Is the tenancy COVID-19 impacted?

Section 6 of the *Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020* describes the eligibility criteria to determine if a person who is a tenant is suffering or has suffered excessive hardship because of the COVID-19 emergency. A tenancy is COVID-19 impacted if:

- ① A person has suffered or is suffering excessive hardship due to the COVID-19 emergency if during the emergency period any of the following apply:
  - they or someone they care for are afflicted by COVID-19
  - they are subject to a quarantine direction
  - a public health direction has closed their employment or restricted their employer's trade or business, including for example a public health direction has closed a major supplier or customer of their employer
  - they are self-isolating because they or someone they live with or are a primary carer for is a vulnerable person
  - they are unable to work because a travel restriction imposed under a public health direction prevents them from working or returning home
  - they have been prevented from leaving or returning to Australia, AND
- ② The person suffers a loss of income of 25% or more, OR
- ③ The rent payable is 30% or more of a person's income.

If there is more than one tenant under the person's lease, the tenancy will be COVID-19 impacted if each of the tenants has suffered or is suffering excessive hardship and there has been a loss of 25% or more of the combined total income of all tenants OR the rent must be 30% or more of the combined total income of all tenants.

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

The following scenarios are provided to illustrate how the moratorium would apply in different circumstances. The provisions also apply to residents of rooming accommodation.

### SCENARIO A

Tenant's income reduced by more than 25% while subject to a quarantine direction

- Tenant A has ongoing casual employment outside the home that has not been impacted by the pandemic.
- Tenant A lost 100% of their income for 14 days while complying with a public health direction to quarantine.
- Tenant A is covered by the new provisions only while subject to the quarantine direction.

**If they fell behind on rent during this time Tenant A could receive a Show Cause notice but not face further consequences such as eviction or being listed on a tenancy database. Tenant A may choose to negotiate with their property owner regarding their rent arrears.**

### SCENARIO B

Tenant's income temporarily reduced by more than 25% before receiving government support payment

- Tenant B earned \$1700 per fortnight but lost their job due to business closures following public health orders.
- Tenant B had not been with their employer for a year and is eligible for the JobSeeker payment and the coronavirus supplement and will receive income support of around \$1500 per fortnight, or \$750 per week.
- While waiting for the JobSeeker payment Tenant B's income dropped by 100%.
- However, once Tenant B received the JobSeeker payment and was back paid, their income dropped by \$200 or 12% of the original income.
- Tenant B was covered by the new provisions only while waiting for the JobSeeker payment.

**If they fell behind on rent while waiting for the JobSeeker payment Tenant B could receive a Show Cause notice but not face further consequences such as eviction or being listed on a tenancy database. Tenant B may choose to negotiate with their property owner regarding their rent arrears and/or reduced rent.**

## SCENARIO C

Tenant's income reduced by 25% or more after receiving government support payment

- Tenant C pays \$220 per week on rent under their tenancy agreement.
- Tenant C earned \$1100 per week but lost their job due to business closures following public health orders.
- Tenant C is eligible for the JobKeeper payment and will receive income support of around \$1500 per fortnight, or \$750 per week, paid through their employer.
- Tenant C's income has dropped by \$350 or 32% of the original income.

**Tenant C is covered by the new provisions and could commence negotiations with the property owner about how to manage those impacts.**

## SCENARIO D

Tenant's income reduced by less than 25%

- Tenant D pays \$215 per week on rent under their tenancy agreement.
- Tenant D earned \$800 per week, but a reduction in work hours as a result of COVID-19 has reduced this income to \$640, a 20% loss of income.
- Tenant D is now in rental distress because the rent they pay is more than 30% of their income.

**Tenant D is covered by the new provisions and could commence negotiations with the property owner about how to manage those impacts.**

## SCENARIO E

No change in income but tenant in rent arrears prior to COVID-19

- Tenant E remains employed with no change in income.
- Tenant E has a history of falling into rent arrears and is currently behind on their rent. This is not due to any financial distress caused by COVID-19 impacts.

**Tenant E is not covered by the new provisions. The property manager or owner could commence action to end the tenancy due to rent arrears.**

## SCENARIO F

Combined income of multiple tenants to a lease impacted by COVID-19

- A family pays \$550 per week in rent in total and the adults are co-tenants (Tenant F1 and Tenant F2) under the tenancy agreement.
- Tenant F1 earns \$900 per week, while their partner Tenant F2 earns \$600 per week.
- Tenant F1 loses their job due to business closures but is receiving a government payment of \$550 per week. There is no impact on tenant F2's income.
- Tenant F1 has lost over 25% of their income, however the total combined income is \$350, which is equal to 23% of the original household income.

**As Tenant F1 and F2 now pay more than 30% of their combined income in rent, the household is covered by the new provisions. The tenants could commence negotiations with the property owner about how to manage those impacts.**

### Is your tenancy COVID-19 impacted?

You must have suffered excessive hardship because of COVID-19 and your:



Household income has reduced by **25% or more**

OR



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

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# Ending residential tenancy agreements

Property owners and tenants may need to end their residential tenancy agreement during the COVID-19 pandemic. The *Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020* makes changes to when and why tenancy agreements can end and costs for breaking a fixed term lease early due to COVID-19 impacts.

## What's changed?



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



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



Property owners will need to have an approved reason to end a tenancy if their tenants are suffering or have suffered excessive hardship due to COVID-19.

New approved reasons for property owners and tenants to end a tenancy have been added, including:



- the property owner or their immediate family needs to move into the rental property
- the property owner is preparing the property for sale or the sale of the property requires vacant possession
- the tenant is experiencing domestic and family violence
- the tenant finds on moving into the property that it is not in good repair.



Break lease costs will be capped at the equivalent of one week's rent for eligible tenants that need to end a fixed term lease early.



Short tenancies (moveable dwellings) can be extended until 29 September 2020 if both parties agree.

## Freeze on evictions for rent arrears caused by COVID-19 impacts

Tenants will be protected from eviction if they cannot pay some or all their rent because they are suffering or have suffered excessive hardship because of COVID-19 between 29 March and 29 September 2020. Information to help you determine if you are affected by COVID-19 can be found at [www.covid19.qld.gov.au/the-hub](http://www.covid19.qld.gov.au/the-hub).

Mandatory conciliation through the Residential Tenancies Authority can be requested by tenants, property owners or managers if there is a dispute about whether the freeze on evictions applies to their lease.

More information about mandatory conciliation can be found under the heading 'Is the tenancy COVID-19 impacted' and at [www.covid19.qld.gov.au/the-hub](http://www.covid19.qld.gov.au/the-hub).

## Extending fixed term tenancies during the COVID-19 pandemic

Tenancy agreements that are due to expire before 29 September 2020 must be extended to at least 30 September, unless the tenant requests a shorter term.

## Ending tenancies for approved reasons

While unnecessary moves should be limited during the COVID-19 pandemic, tenants and property owners can end tenancy agreements for approved reasons.

For tenancies that are not COVID-19 impacted, the existing provisions in the *Residential Tenancies and Rooming Accommodation Act 2008* apply. You can find more information about these on the RTA website – [www.rta.qld.gov.au](http://www.rta.qld.gov.au).

For tenancies that are COVID-19 impacted, property owners can only end the tenancy for approved reasons after providing the tenant with the required notice to leave. New approved reasons are available during the COVID-19 emergency period for property owners, including:

- the property owner is preparing to sell the property and the preparation requires the property to be vacant or they have entered into a contract for sale of the property with vacant possession
- the owner or a member of their immediate family needs to move into the rental property.

Evidence may be required to substantiate the reasons and penalties may apply for misusing or making a false statement about specified approved reasons.

Tenants can end a tenancy agreement with or without grounds after providing the property manager or owner the required notice. New approved reasons for tenants to end a lease during the COVID-19 emergency period include:

- if the tenant believes they can no longer safely continue to occupy the rental property because they are experiencing domestic and family violence
- within the first seven days of moving into the rental property, the tenant finds the property is not in good repair.

Existing approved reasons to end a tenancy are unchanged, except for the removal of 'without grounds' as an approved reason for rental property owners to end a tenancy if the tenant is or has been suffering excessive hardship because of COVID-19.

Existing and new approved reasons to end a tenancy and their notice periods are summarised at Attachment 1.

## Break lease costs for eligible fixed term tenancies impacted by COVID-19

Eligible tenants who need to end their fixed term lease early because of COVID-19 impacts will have their break lease costs capped at the equivalent of one week's rent, after giving the required notice period to end the tenancy.

To be eligible for capped break lease costs the household must have lost 75% or more of their income and have less than \$5000 in savings. Tenants may be asked to provide information to support that they meet these eligibility requirements.

Tenants and property owners or managers should discuss any COVID-19 impacts early and agree on a plan to manage the impacts to sustain the tenancy unless it is not viable to do so.

Conciliation through the Residential Tenancies Authority can be requested by tenants, property owners or managers if there is a dispute about whether a tenant is eligible for the capped break lease costs.

To cap the break lease cost at one week's rent the household must have:



lost **75%** of income and



less than **\$5000** in savings

### SCENARIO G

Tenant is seeking to break their lease due to increased rent liability

- Tenant G1 is a part time student who lives in a share house with two other part time students (Tenant G2 and Tenant G3). Each tenant paid an equal share of \$150 per week in rent and there is four months remaining on their fixed term lease.
- All three tenants have lost their casual jobs due to business closures following public health orders. Tenants G2 and G3 have returned to their families who live interstate.
- Tenant G1 must now pay the full rent of \$450 per week. Tenant G1 is not eligible for government support payments and has lost their previous income of \$600 per week.
- Tenant G1 wants to break the lease to live with an extended family member.
- Tenant G1's income has reduced by over 75% and they have savings of under \$5000.

**Tenants G1, G2 and G3 must give the property owner or manager 2 weeks' notice of their intention to leave and is eligible for the break lease fee cap at the equivalent of 1 week's rent.**

### SCENARIO H

Property owner needs to move into the property

- Property Owner H is a 'rentvestor'. They are renting their current home but can no longer afford to pay rent and the mortgage on their investment property.
- Property Owner H has decided to move into their investment property.

**Property Owner H can issue their tenant a notice to leave for owner occupation giving the tenant two months' notice that their lease will end. Handover day can be before the end of the fixed term.**

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# Entry provisions

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

Any entry into rental properties must be in line with [public health directives and advice](#).

Property owners and managers should consider:

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

## When entry may be necessary

Entry may be necessary in some circumstances to respond to emergency repairs or comply with ongoing regulatory obligations that ensure tenant safety in the rental property, such as monitoring smoke alarms and electrical safety switches. Entry is also permitted if the property owner or agent reasonably believes this is necessary to protect the premises from damage. Tenants and property owners, managers and their agents should work together to allow entry in these circumstances while observing COVID-19 public health directives and advice.

National Cabinet has agreed that social distancing restrictions for non-essential gatherings would extend to open houses. It is important to try to reach mutually beneficial outcomes where possible. This might involve allowing inspections via video conference or emailing photographs.

## When can tenants refuse physical entry

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

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

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

Non-essential reasons for entry to a premise include routine repairs and inspections, including inspections for sale, property valuations and reletting, and abandonment. Requirements for property owners and agents to conduct routine repairs and maintenance have been relaxed, but tenants can still request these if they or a household member are not subject to a quarantine direction and are not considered vulnerable, and public health directives are followed.

## Tenant obligations if they refuse physical entry

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

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

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

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

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

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# Negotiating rent variations due to impacts of COVID-19

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

Many Queensland tenants and property owners are being impacted by COVID-19.

Tenants and property owners and managers should work through this together by considering the other's point of view and being understanding and reasonable in their dealings with each other.

If neither party is significantly financially impacted by COVID-19, they must continue to abide by the terms of the tenancy agreement.

Tenants who are unable to pay their usual rent due to income loss associated with COVID-19 should discuss their situation with their property manager or owner. The RTA provides guidance on resolving tenancy issues on their website – [www.rta.qld.gov.au](http://www.rta.qld.gov.au).

These provisions do not apply if your change in circumstances is not COVID-19 related. In this case the tenant must continue to pay their full rent.

### TENANTS

If you are having trouble paying your rent due to COVID-19:

- take all reasonable steps to access income support
- let your property owner or manager know as soon as possible
- make them aware of your situation and talk about possible rent reductions – a template letter from the RTA is available for tenants to request a variation to their rent
- provide some evidence to support your claim, such as a copy of an employment separation certificate, confirmation from Centrelink, a medical certificate, or information similar to what you provided when you started your tenancy
- consider the impact on your property owner as well, who may also be suffering financial hardship
- use the General tenancy, room accommodation and moveable dwelling COVID-19 variation agreements ([Form 18d](#), [Form 18e](#), [Form 18f](#)) to record the agreement, and keep a copy.

If you have not been significantly impacted by COVID-19, you **must** continue to pay the rent amount set out in your tenancy agreement and are liable for any rent arrears accrued.

## PROPERTY OWNERS AND MANAGERS

If your tenants are likely to have difficulty meeting rent payments due to the impacts of COVID-19:

- start talking to them early about their options and keep discussions going, as circumstances can change quickly
- be reasonable when considering requests for rent adjustments. It is always better to keep good, long-term tenants than find new tenants
- consider the situation the tenant will be in when the COVID-19 pandemic subsides
- a template letter is provided for you to respond to your tenant's request for a rent adjustment. You can ask them for evidence of excessive hardship due to COVID-19, such as an employment separation certificate, confirmation from Centrelink, a medical certificate or information similar to what they provided when they started their tenancy
- agree to the terms of any rent adjustments and be clear about expectations. For example, how much the rent can be reduced by and for what period, or whether tenants will be required to repay any of the difference between the new rent and the original rent.
- put the agreement in writing by using the General tenancy, room accommodation and moveable dwelling COVID-19 variation agreements ([Form 18d](#), [Form 18e](#), [Form 18f](#)), including any special conditions.

Tenants and property owners should make each other aware of material changes in their circumstances that may impact any agreement they have reached.

## What factors may be considered in determining a new rent

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

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

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

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

Some households, such as single person households, are more likely to be at risk of housing stress than other household types. Some households with higher incomes may be able to pay more than 30% of their income in rent without being in housing stress.

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

Parties should make all reasonable attempts to access relevant Federal and State financial relief packages, such as the JobSeeker payment or mortgage relief.

## What evidence is required?

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

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

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

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

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

## What is considered 'income'?

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

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

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

## How long should the new rent apply for?

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

## What happens if circumstances change?

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

## Applying the new rent amount

Once a new rent amount is agreed, a Tenancy Variation Form (RTA Form 18d) must be completed. This varies the existing tenancy agreement. If the tenant is not able to meet the new rent amount, they should discuss their circumstances with their lessor. The repayment of rent arrears is a matter for negotiation between the tenant and property owner including through the conciliation process if required, to ensure a fair outcome that considers the circumstances of both parties.

## Property owner hardship

If the property owner is experiencing financial hardship, they have a range of options available, and should talk to their lender about deferring repayments. They may also be eligible for land tax concessions announced by the Queensland Government.

Some property owners may be genuinely reliant on rental income to meet essential costs of living (such as costs of their own personal housing, food and utilities). These concerns can be raised during conciliation, and the owner should be prepared to provide evidence to support their position.

## Rights and responsibilities

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



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



Call the RTA hotline on 1800 497 161 from 8am to 8pm, Monday to Friday, or from 9am to 5pm, Saturday and Sunday.



Text (SMS) the RTA “Hi” to 0480 000 782 to learn more about the proposed measures.



Tenants can also visit the Tenants Queensland or QSTARS websites [www.tenantsqld.org.au](http://www.tenantsqld.org.au) or [www.qstars.org.au](http://www.qstars.org.au) or phone 1300 744 263.

Property managers who are members can visit the Real Estate Institute of Queensland website – [www.reiq.com](http://www.reiq.com) or phone 1300 697 347.

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# Special considerations for vulnerable renters

## Supporting tenants experiencing domestic and family violence

Ending domestic and family violence is a community responsibility. More people are seeking help for domestic and family violence issues as the COVID-19 pandemic places additional stress on households.

Changes have been made to give tenants experiencing domestic and family violence more options to manage their tenancy arrangements and enact plans to end the violence.

### What's changed?

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Tenants experiencing domestic and family violence can:

- end their interest in a tenancy agreement by providing the property owner or manager seven days' notice of their intention to leave supported by appropriate evidence
- ✓ • leave immediately after providing the notice and their liability for break lease costs will be capped at the equivalent of one week's rent
- request their rental bond contribution to be refunded to them
- change the locks to their rental property without consent and must provide copies of keys or access codes to the rental property owner or manager as soon as practicable.

✓ Property owners can ask remaining co-tenants to top-up the rental bond if a bond contribution is refunded to a tenant who ends their interest in a lease due to domestic and family violence.

✓ Property owners and managers have new obligations to prevent misuse or disclosure of information in a notice of intention to leave for domestic and family violence with penalties if they are not met.

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## Ending a tenancy quickly and safely to enact plans to end domestic and family violence

A tenant experiencing domestic and family violence can end their interest in a tenancy agreement by giving the property owner or manager at least seven days' notice of their intention to leave. The tenant could leave immediately and their liability for rent would be limited to the end of this notice period. They would also not be responsible for lost rent, advertising or reletting fees or costs of disposing of abandoned goods.

The tenancy would end after the required notice period if the tenant experiencing domestic and family violence is a sole tenant. If there are co-tenants, the tenancy continues.

## Evidence to support notices of intention to leave for domestic and family violence

Tenants who provide a notice of intention to leave for domestic and family violence will need to substantiate that they are or have experienced domestic and family violence during the tenancy. Tenants do not need to disclose details about the domestic and family violence they have experienced, and property owners and managers should not request this information.

Tenants can substantiate they have experienced domestic and family violence during the tenancy by allowing the property manager or owner access to one of the following documents:

- A Protection Order or Temporary Protection Order.
- A Police Protection Order.
- An interstate order or injunction for personal protection under the *Family Law Act 1975 (Cth)*.
- A Domestic and Family Violence Notice of Intention to Leave Form signed by an authorised professional certifying the information is true and correct to the best of their knowledge.

An authorised professional could be a doctor, social worker, refuge or crisis worker, DFV worker or case manager, or Aboriginal and Torres Strait Islander medical service worker.

## Seeking review of a DFV Notice of Intention to Leave

A property owner or manager can make an urgent application to the Queensland Civil and Administrative Tribunal to review whether a DFV Notice of Intention to Leave has been validly given.

## Property owner and manager obligations after receiving a DFV Notice of Intention to Leave

A property owner or manager who receives a DFV Notice of Intention to Leave from a tenant must inform the tenant:

- if they intend to apply to the Queensland Civil and Administrative Tribunal to have the notice set aside
- if there are other tenants on the lease, that the other tenants will be informed that the tenant is vacating the property and when, and that the agreement continues for the other tenants.

## Property owner and manager obligations to remaining tenants on the lease after being notified that a tenant is vacating

Where more than one tenant is on the lease, property owners and managers are required to give notice to any remaining tenants on the lease that:

- the vacating tenant's interest in the lease has ended, and
- the lease continues for the remaining tenants, and
- the remaining tenants must top up the rental bond on a stated day that is not less than one month after they are given the notice.

## Remaining tenant obligations after a tenant vacates for domestic violence

The lease continues for the remaining tenants and they are required to meet all the obligations under the agreement. Where a bond is held for the rental property and the vacating tenant's contribution has been refunded to them, the remaining tenants may be asked to top up the bond amount to restore the rental bond to the amount required under the lease. The property owner or manager is required to provide the remaining tenants with a notice outlining the stated day that the remaining tenants must have restored the bond to the full amount.

## Property owner and manager obligations to prevent misuse and disclosure of DFV information

Property owners and managers will incur a penalty of up to 100 penalty units if they:

- disclose information about the tenant's experience of domestic and family violence to another person except in accordance with applicable laws, or
- fail to securely store and handle any domestic and family violence information that is given to them.

Property owners and managers cannot disclose forwarding address information from tenants who provide a DFV Notice of Intention to Leave.

## Rental bond contribution refunds by tenants that have provided a DFV Notice of Intention to Leave

Tenants that have provided a valid DFV Notice of Intention to Leave can apply to the Residential Tenancies Authority to have their rental bond contribution refunded.

The RTA can refund the bond contribution with the property owner's agreement. Other bond contributors' agreement would not be required.

## Vacating tenant liability for property damage and rent arrears

Tenants that provide a valid DFV Notice of Intention to Leave will not be liable for property damage or rent arrears caused by the domestic and family violence they experienced during the tenancy.

They are liable for any property damage or rent arrears that they caused that are not due to acts of domestic and family violence against them.

## Resolving claims against the vacating tenant's rental bond contribution

The Queensland Civil and Administrative Tribunal can determine the rights and liabilities of all tenants and the property owner if there is a dispute about refunding the vacating tenant's rental bond contribution, including about:

- the condition of the property
- the cause of damage or arrears during the tenancy
- connection to any acts of domestic and family violence experienced by the vacating tenant.

## Changing locks to enact plans to end domestic and family violence

A tenant experiencing domestic and family violence can change the locks in their rental property to ensure their personal safety. The tenant:

- does not require the property owner or manager’s prior consent
- must ensure the locks are changed by a qualified tradesperson or locksmith
- is responsible for all costs involved and ensuring the locks comply with relevant body corporate by-laws
- must provide copies of the keys or access codes to the property owner or manager within seven days unless there is a reasonable excuse not to (e.g. providing the keys or access code to the property owner or manager would expose the tenant to risk of further domestic and family violence).

A tenant cannot change locks to common property in community title schemes, such as general entry or exit doors to apartment complexes.

For rooming accommodation, the provider must change or repair the lock that secures entry to the resident’s room if the resident believes it is necessary to protect the resident from domestic and family violence.

## Giving copies of keys or access codes for changed locks to other people

Property owners and managers cannot give copies of keys or access codes for locks changed by tenants to enact plans to end domestic and family violence to anyone unless the tenant agrees in writing to do so.

## If you need help or support for domestic and family violence issues, please contact:

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

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# What happens if parties can't agree

Tenants and property owners and managers are encouraged to agree on solutions together.

If this is not possible, they must use the RTA's conciliation service to help come to a workable agreement.

It will be mandatory to undergo conciliation for the following COVID-19 issues:

- Rent variation
- Ending agreements
- Managing tenancies (e.g. entry, repairs and maintenance).

The parties can apply to QCAT if conciliation is unsuccessful.

In the interim, tenants are required to continue paying the required rent, or as much as they can afford.

## Preparing for conciliation at the RTA

The RTA's dispute resolution service is free and the conciliators are impartial. RTA conciliators have extensive experience in negotiating rental disputes and are best placed to guide parties through the impacts of COVID-19. They help you, and the other person, make informed decisions and reach an outcome that is acceptable to you both. Their knowledge and experience of the residential rental sector will support parties to consider all possible options based on Queensland tenancy legislation.

For COVID-19 matters, you should also provide evidence with your request. The information you provide will only be seen by the conciliator and will not be passed on to the other party.

The following pieces of evidence will support the conciliation process:

- Loss of income due to COVID-19, such as an employment separation letter, notice of being 'stood down' or evidence of reduced hours.
- Evidence that a tenant has had to stop working or substantially reduce work hours due to illness with COVID-19, or to care for a household or family member with COVID-19, or have had to self-isolate due to health vulnerabilities.
- Documents to demonstrate your income support payments or the steps you've taken towards getting income support such as confirmation of your Centrelink application.
- Appropriate evidence to support restrictions on entry due to vulnerability or health concerns of household members, such as a doctor's certificate.

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

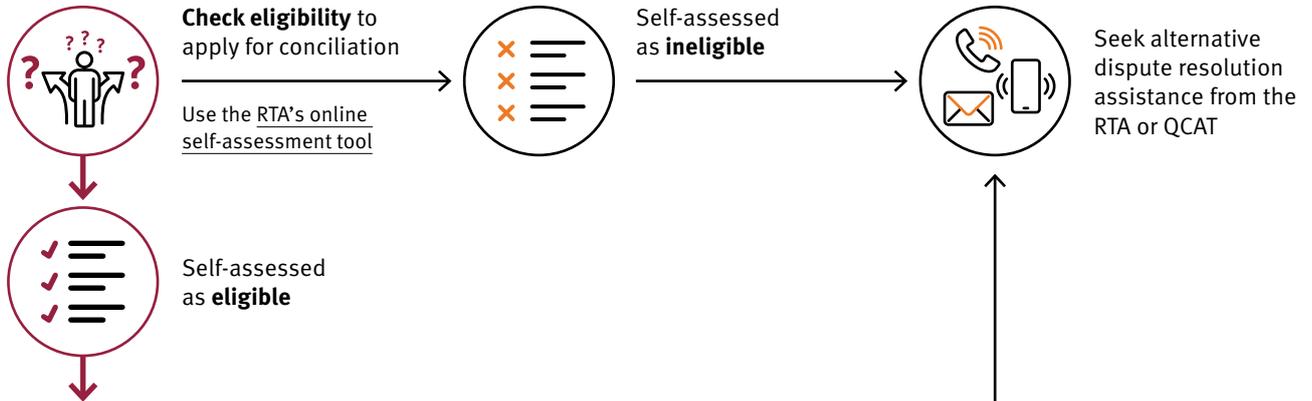
The RTA will confirm the request by email (within 24 hours) or letter.

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

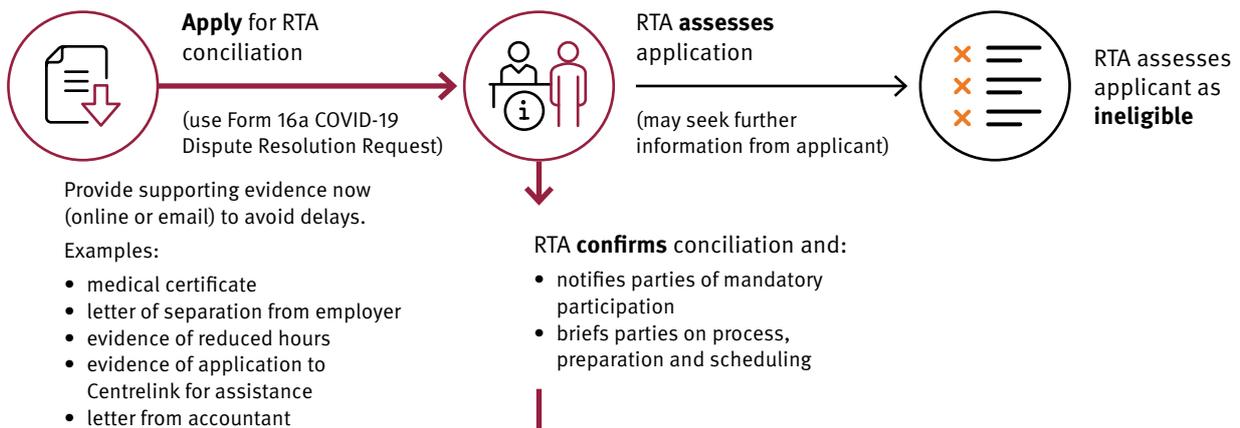
If agreement cannot be reached, you will be issued with a Notice of Unresolved Dispute so you can apply to QCAT for a decision. If this happens, more information about the QCAT process will be provided with the Notice of Unresolved Dispute.

# Conciliation

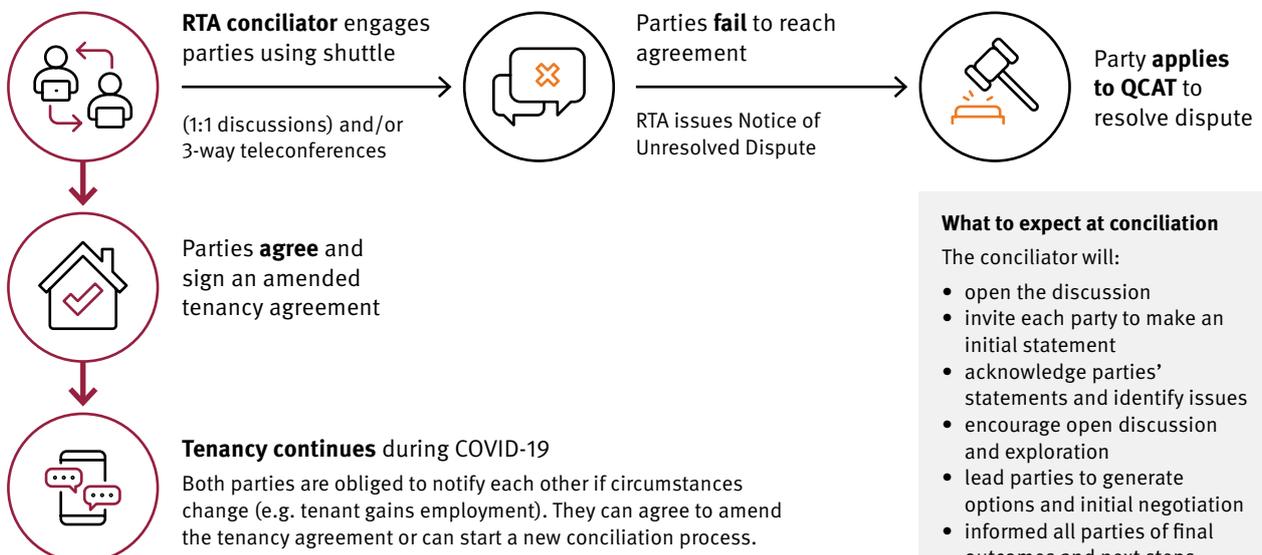
## › Step 1 Eligibility



## › Step 2 Application



## › Step 3 Conciliation



### What to expect at conciliation

The conciliator will:

- open the discussion
- invite each party to make an initial statement
- acknowledge parties' statements and identify issues
- encourage open discussion and exploration
- lead parties to generate options and initial negotiation
- inform all parties of final outcomes and next steps.

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

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

## Queensland Government land tax rebates and deferrals

The Queensland Government is offering land tax incentives to property owners to maintain tenancies and reduce rent for tenants through rebates or deferrals of land tax liabilities. Further information about available incentives can be found at [www.treasury.qld.gov.au/programs-and-policies/covid19-package/support-for-landlords-and-tenants/](http://www.treasury.qld.gov.au/programs-and-policies/covid19-package/support-for-landlords-and-tenants/).

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

## Queensland Government small and medium business support

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

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

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

## Queensland Government utilities rebate

The Queensland Government has committed to providing automatic electricity bill reductions of \$200 for all Queensland households, including homeowners, tenants, customers who receive an electricity bill from their landlord or body corporate, and customers in communities with card-operated meters. More information can be found at [www.qld.gov.au/\\_data/assets/pdf\\_file/0023/122099/electricity-relief-qanda.pdf](http://www.qld.gov.au/_data/assets/pdf_file/0023/122099/electricity-relief-qanda.pdf).

The Queensland Government is also offering a \$500 rebate on electricity bills for all small and medium sized businesses that consume less than 100,000 kilowatt hours. This will be automatically applied. More information can be found at [www.treasury.qld.gov.au/programs-and-policies/covid19-package/](http://www.treasury.qld.gov.au/programs-and-policies/covid19-package/).

## Australian Government income support

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

These include:

- JobKeeper payment of \$1,500 per fortnight for employers to retain staff, including real estate agencies and property management businesses.
- Economic supplement of \$750 for people who already receive Centrelink payments, including family tax benefits, parenting payments and carer allowances
- Child care subsidy, including no fees for childcare for eligible customers between 6 April and 28 June 2020.

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

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

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

## Australian Tax Office assistance

### Workers

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

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

This will be available to use from 1 March 2020 until 30 June 2020. Further information is available at [www.ato.gov.au/General/COVID-19/Support-for-individuals-and-employees/](http://www.ato.gov.au/General/COVID-19/Support-for-individuals-and-employees/).

### Businesses

#### Boosting cash flow

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

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

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

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

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

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

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

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

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

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

### **Changes to bankruptcy notices**

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

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

### **Local Councils assistance**

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

### **Financial institutions**

Many financial institutions are offering temporary relief from mortgage payments during the COVID-19 crisis. If you are concerned about paying your mortgage during the COVID-19 crisis, please contact your financial institution to discuss your personal circumstances.

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

### **Landlord insurance**

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

### **Financial Counselling**

Individuals can seek support through free financial counselling. Financial counsellors are qualified professionals who provide information, advice and advocacy to people in financial difficulty. Financial counselling is a free and confidential service offered by community organisations, community legal centres and some government agencies. More information can be found on the Money Smart website – [www.moneysmart.gov.au/managing-debt/financial-counselling](http://www.moneysmart.gov.au/managing-debt/financial-counselling).

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# Attachment 1 – New approved grounds for ending tenancies during COVID-19 emergency period

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

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

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

### General tenancies

Grounds	Minimum notice
The owner or their immediate family needs to move into the rental property	2 months
The rental property is being prepared for sale or the owner has signed a contract of sale and vacant possession is required (may occur during a fixed term agreement)	2 months
The rental accommodation is required for a public or statutory purpose	2 months

### Moveable dwellings

Grounds	Long-term agreement notice period	Short-term agreement notice period*
The owner or their immediate family needs to move into the rental property	2 months	2 days
The rental property is being prepared for sale or the owner has signed a contract of sale and vacant possession is required (may occur during a fixed term agreement)	2 months	2 days

\* During the response period, the parties can continue to make short tenancy (extension) statements.

### Rooming accommodation

Grounds	Minimum notice
The rental property is being prepared for sale or the owner has signed a contract of sale and vacant possession is required (may occur during a fixed term agreement)	1 month

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

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

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

### General tenancies

Grounds	Minimum notice
The rental property is not in good repair, is unfit for human habitation, or does not comply with Minimum Housing Standards	The day it is given
A person is escaping domestic and family violence	7 days, but can leave immediately

### Moveable dwellings

Grounds	Long-term agreement notice period	Short-term agreement notice period*
The rental property is not in good repair, is unfit for human habitation, or does not comply with Minimum Housing Standards	The day it is given	N/A
A person is escaping domestic and family violence	7 days, but can leave immediately	N/A

\*During the response period, the parties can continue to make short tenancy (extension) statements.

### Rooming accommodation

Grounds	Minimum notice
The rental property is not in good repair, is unfit for human habitation, or does not comply with Minimum Housing Standards	The day it is given
A person is escaping domestic and family violence	7 days, but can leave immediately

# Attachment 2 – Existing grounds for ending tenancies

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

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

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

### General tenancies

Grounds	Minimum notice
Unremedied breach – rent arrears (cannot be used for COVID-19 impacted leases)	7 days
Unremedied breach – general (cannot be used for COVID-19 impacted leases)	14 days
Non-compliance with QCAT order	7 days
Non-liveability	The day it is given
Compulsory acquisition	2 months
Sale contract (periodic agreement)	4 weeks
Ending an entitlement under employment	4 weeks
Ending of accommodation assistance	4 weeks
Ending of housing assistance	1 month
Mortgagee in possession	2 months
	2 weeks after notice is given, or otherwise 1 month or as agreed or determined by QCAT
Death of a sole tenant (parties can agree an earlier date)	
Serious breach (social housing)	7 days
Failure to leave as intended	By QCAT order
Excessive hardship	By QCAT order
Damage	By QCAT order
Injury	By QCAT order
Objectional behaviour	By QCAT order
Incompatibility	By QCAT order
Repeated breaches by tenant	By QCAT order
Abandonment	7 days or by QCAT order
	2 months for periodic (for fixed term - later of two months or the day the agreement ends)
Without grounds (cannot be used for COVID-19 impacted leases)	

## Moveable dwellings

Grounds	Long-term agreement notice period	Short-term agreement notice period
Unremedied breach – rent arrears (cannot be used for COVID-19 impacted leases)	2 days	2 days
Unremedied breach – general (cannot be used for COVID-19 impacted leases)	2 days	2 days
Non-compliance with QCAT order	7 days	2 days
Non-compliance (moveable dwelling relocation)	2 days	2 days
Non-liveability	The day it is given	The day it is given
Compulsory acquisition	2 months	2 days
Sale contract (periodic only)	4 weeks	2 days
Ending of entitlement under employment	4 weeks	2 days
Ending of accommodation assistance	4 weeks	2 days
Ending of housing assistance	2 month	2 days
Mortgagee in possession	2 months	2 months
Death of a sole tenant (parties can agree an earlier date)	2 weeks after notice is given, or if no notice 1 month or otherwise as agreed or determined by QCAT	2 weeks after notice or if no notice, 1 month, or as agreed or determined by QCAT
Voluntary park closure	3 months	2 days
Compulsory park closure	The day it is given	The day it is given
Failure to leave as intended	By QCAT order	By QCAT order
Excessive hardship	By QCAT order	By QCAT order
Damage	By QCAT order	By QCAT order
Injury	By QCAT order	By QCAT order
Objectional behaviour	By QCAT order	By QCAT order
Incompatibility	By QCAT order	By QCAT order
Repeated breaches by tenant	By QCAT order	By QCAT order
Abandonment	7 days or by QCAT order	7 days or by QCAT order
Nuisance	By QCAT order	By QCAT order
Without grounds (cannot be used for COVID-19 impacted leases)	2 months	2 days

## Rooming accommodation

Grounds	Minimum notice
Unremedied breach – rent arrears less than 28 days (cannot be used for COVID-19 impacted leases)	Immediately
Unremedied breach – rent arrears 28 days or more (cannot be used for COVID-19 impacted leases)	4 days
Unremedied breach – general	2 days
Compulsory acquisition	2 months
Employment termination or entitlement to occupy for employment ends	1 month
Mortgagee in possession	30 days
Serious breach	Immediately
Property destroyed	Immediately
Repeated breaches by resident	By QCAT order
Death of a sole resident	7 days after notice given, or if no notice is given 2 weeks, or as agreed or determined by QCAT
Abandonment	7 days or by QCAT order
Excessive hardship	By QCAT order
Without grounds – fixed term (cannot be used for COVID-19 impacted leases)	14 days, but not before the end of the fixed term
Without grounds – periodic (cannot be used for COVID-19 impacted leases)	30 days

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

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

### General tenancies

Grounds	Minimum notice
Without grounds	2 weeks for periodic (for fixed term - the later of 14 days or the day the agreement ends)
Unremedied breach	7 days
Non-compliance with QCAT order	7 days
Non-liveability	The day it is given
Compulsory acquisition	2 weeks
Intention to sell	2 weeks
Excessive hardship	By QCAT order
Damage	By QCAT order
Injury	By QCAT order
Objectional behaviour	By QCAT order
Incompatibility	By QCAT order
Repeated breaches by lessor	By QCAT order

## Moveable dwellings

Grounds	Long-term agreement notice period	Short-term agreement notice period
Without grounds	14 days for periodic (for fixed term - later of 14 days or the day the agreement ends)	1 day
Unremedied breach	2 days	N/A
Non-compliance with QCAT order	7 days	1 day
Non-liveability	The day it is given	The day it is given
Compulsory acquisition	2 weeks	1 day
Intention to sell	2 weeks	1 day
Excessive hardship	By QCAT order	By QCAT order
Damage	By QCAT order	By QCAT order
Injury	By QCAT order	By QCAT order
Objectional behaviour	By QCAT order	By QCAT order
Incompatibility	By QCAT order	By QCAT order
Repeated breaches by lessor	By QCAT order	By QCAT order

## Rooming accommodation

Grounds	Minimum notice
Without grounds	7 days
Unremedied breach	7 days
Property destroyed or made completely or partly unfit to live in	Immediately (notice may only be given within one month after the relevant event)
Repeated breaches by provider	By QCAT order
Excessive hardship	By QCAT order

