

Continuing a fixed term tenancy

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the law that governs renting a residential property in Queensland.

This fact sheet contains information on how the Act applies when continuing a fixed term tenancy.

Deciding how the tenancy will continue

When a fixed term tenancy ends and the parties agree that the tenant can remain in the rental premises, the property manager/owner and tenant need to decide on the future tenancy arrangements.

There are three ways a fixed term tenancy can continue:

- extend the existing fixed term agreement by agreeing on a new end date, or
- enter into a new fixed term agreement, or
- do nothing and allow the agreement to convert to a periodic agreement.

Extend the existing fixed term agreement

To extend the current fixed term agreement, but not change any other term, such as the amount of rent, the parties must agree in writing on a new end date before the original agreement ends.

This can be done in either of the following ways:

- on all copies of the written tenancy agreement, cross out the current end date (item 6 in the standard tenancy agreement) and write in the new end date. Both parties should then initial and date this change, or
- both parties sign a separate written statement (e.g. a letter) that states the new end date and that this alters their original tenancy agreement.

Enter into a new agreement

If there is a change in any of the terms from the previous agreement (e.g. a rent increase), the property manager/owner may prepare a new [General tenancy agreement \(Form 18a\)](#) or [Moveable dwelling tenancy agreement \(Form 18b\)](#) to sign. The tenant must sign the agreement and return it to the property manager/owner who is then responsible for making sure the tenant has a signed copy.

If the property manager/owner intends to use the expiry of the tenancy agreement as an opportunity to review the rent for a new agreement, then rules apply. Rent cannot be increased unless it has been at least 12 months since the current amount of rent became payable for the premises. Learn more about [rent increases](#).

The maximum bond that can be taken is equivalent to four weeks' rent, regardless of the weekly rent amount.

Property managers/owners must offer tenants/residents at least two options to pay rent. One of these options must not exceed reasonable transactional costs (costs in addition to standard bank transaction fees), and it must be reasonably accessible to the tenant/resident.

Before signing a tenancy agreement, property managers/owners must provide a written notice outlining any associated costs incurred by using the payment methods offered. This is because property managers/owners should be aware of costs associated with the offered payment methods, especially if these costs are not reasonably known by the tenant/resident.

Additionally, property managers/owners must disclose any financial benefits they may receive if the tenant/resident uses a specific rent payment method. For example, if a property manager/owner receives an incentive payment from a third-party platform or a share of the fees charged by the platform, it must be disclosed to the tenant/resident upfront.

Do nothing so the agreement becomes periodic

If you do not extend or sign a new fixed term agreement and the tenant continues to rent the property, a periodic agreement automatically comes into place. The periodic agreement continues under the same terms that applied to the fixed term agreement except for the end date, which is not specified in a periodic agreement.

At any time, the tenant and property manager/owner can agree to end the periodic agreement and begin a new fixed term agreement. For more information, see the fact sheets [General tenancy agreements](#) or [Moveable dwelling tenancy agreements](#).

Under a periodic agreement, rent may be increased by the property manager/owner giving the tenant two months' notice in writing of the increase for general tenancies and four weeks notice for rooming accommodation agreements. However, rent cannot be increased unless it has been at least 12 months since the current amount of rent became payable for the premises. Learn more about [rent increases](#).

Managing parties can no longer end a tenancy without a specific reason (without grounds). Ending of a fixed term agreement can be given as a reason for ending a fixed term tenancy. However, this doesn't apply to periodic agreements, which can only be ended using a specific reason under the Act. For more information visit the [Ending a tenancy agreement for managing parties fact sheet](#) and [Ending a tenancy agreement for tenants/residents](#).

Changes to the terms of agreements

If there any new terms of significant changes in the proposed new agreement, such as a rent increase, the property manager/owner should communicate these with the tenant. Tenants can negotiate the terms of the proposed new agreement before they sign it.

If an agreement cannot be reached and the tenant wishes to continue with the tenancy, they can request free [RTA dispute resolution](#) about the proposed change. The tenant needs to sign the new agreement before they can dispute the proposed change. They must lodge their dispute request with the RTA within 30 days of signing the new agreement. The tenant must continue to pay rent and abide by other terms of the tenancy agreement during this time.

If the dispute resolution is unsuccessful, the tenant can apply to the [Queensland Civil and Administrative Tribunal \(QCAT\)](#) to have the significant change reviewed.

What if not all the tenants sign up for a new agreement?

If at least one of the original tenants continues in a new tenancy agreement for the same premises, the rules about disputing significant changes between agreements still apply. Rent cannot be increased unless it has been at least 12 months since the current amount of rent became payable for the premises, regardless of whether the tenants change or continue in a new agreement.

Rent increase requirements do not apply to exempt property managers/owners or exempt providers. The Act provides definitions for an exempt property manager/owner and an exempt provider.

For properties purchased between 6 June 2023 and 6 June 2025: the requirement to include the date of the last rent increase in the tenancy agreement and to provide evidence of a rent increase upon the tenant's request does not apply if the new owner or property manager does not have information about the previous rent increase. For more information, please visit our [Rent increases](#) webpage.

These provisions also apply, even if there is a change in the property manager/owner for the premises.

What if there is a disagreement?

Tenants and property managers/owners are encouraged to agree on solutions together. This starts with [talking to each other](#) and understanding your rights and responsibilities under the Act. If an agreement cannot be reached, the RTA's free and confidential [dispute resolution service](#) may be able to help.

Either party can request tenancy dispute resolution online via [RTA Web Services](#) or by submitting a completed paper [Dispute resolution request \(Form 16\)](#) to the RTA. Conciliators at the RTA are impartial. They guide the conciliation process but cannot make a decision on the outcome of the dispute.

If disputing parties cannot reach agreement through conciliation, a *Notice of unresolved dispute* will be issued. The person who lodged the initial dispute resolution request may choose to apply to QCAT for a decision.

Important: Help is available for customers who are unable to use RTA Web Services or post. Please call us on 1300 366 311 if you require urgent help to submit a Dispute resolution request form. Your options will be discussed on a case-by-case basis.

Accessing RTA forms

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

- rta.qld.gov.au
- 1300 366 311 (Mon to Fri, 8:30am to 5:00pm)
- Level 11, Midtown Centre, 150 Mary Street, Brisbane



Other languages: You can access a [free interpreter service](#) by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Further information

For more information contact the Residential Tenancies Authority.



rta.qld.gov.au



1300 366 311



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Disclaimer:

This fact sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 is the primary source on the law and takes precedence over this information should there be any inconsistency between the Act and this fact sheet.

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