

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 lessors/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.

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
- a periodic agreement, which means an agreement that 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 a premises they wish to rent. A copy of the proposed [General tenancy agreement \(Form 18a\)](#) 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, the agreement must be in writing. It must be clearly written and include:

- all standard terms and any special terms (which must comply with the Act)
- the lessor's/agent's name, address and phone number
- the tenant's name and phone number
- 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
- how much rent is to be paid, and how and when it is to be paid (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 beyond in addition to standard bank transaction fees), and it must be reasonably accessible to the tenant/resident)
- property managers/owners must provide a written notice outlining any associated costs incurred by using the rent 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
- 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
- the ending date for fixed term agreements
- the signatures of all parties, and
- the day of the last rent increase for the premises. This requirement does not apply to exempt property owners or managers as defined under the Act, or if the property is purchased between 6 June 2023 and 6 June 2025 and the new owner or property manager does not have information about the previous rent increase.

Managers/owners must also either provide their own contact details or identify a nominated repairer (or repairers) in the tenancy agreement to act on their behalf if emergency repairs are required.

It is important that the information provided in the tenancy agreement is correct and complete. For example, the owner must disclose if there is an outstanding repair order attached to the rental premises. The owner must also give the tenant evidence of the day of the date of the last rent increase for the premises, if the tenant requests this in writing. The owner must give the tenant this evidence within 14 days after receiving the request.

This requirement does not apply to exempt property owners or managers/owners as defined under the Act, or if the property is purchased between 6 June 2023 and 6 June 2025 and the new owner or property manager does not have information about the previous rent increase or if the property was purchased within 12 months before the tenancy commenced, and the property owner or manager/owner does not have the information.

The owner **must** remove or de-identify personal information about any other person before giving evidence of the day of the last rent increase to the tenant.

Incorrect information in a tenancy agreement may lead to a dispute, and the tenancy may be terminated if the [Queensland Civil and Administrative Tribunal \(QCAT\)](#) finds there are justifications to end the tenancy on the grounds provided under the Act.

Lessor/agent responsibilities when agreements are signed

The lessor/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 by-laws 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
- ensuring the premises are in a good state of repair and ready for the tenant to move into on the agreed date.

Minimum housing standards

The property must meet minimum housing standards which aim to ensure all Queensland rental properties are safe, secure and functional.

The lessor/agent is responsible for ensuring the property complies with these standards when the tenant moves in and throughout the tenancy agreement.

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 \(Form 17a\)](#)
- copy of any relevant bylaws, and
- signed [Entry condition report – general tenancies \(Form 1a\)](#) for the premises.

The tenant then has seven days to sign the *Entry condition report – general tenancies* (Form 1a) and note any disagreements on the report. The tenant should return the signed *Entry condition report – general tenancies* (Form 1a) 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.

Personal information

Personal information collected during the tenancy for the purpose of managing the premises must be destroyed within 7 years after the end of the residential tenancy or rooming accommodation agreement. This includes photographs taken during inspections.

Partial billing

Partial billing refers to a billing for a period that includes only part, not all, of the time covered by the water usage charges document. For example, if a tenancy agreement starts on 1 February, but the water usage charges are specified from 1 January to 31 March, the partial billing period would be from 1 February to 31 March.

The Act does not specify who is responsible for recording the meter reading in these reports. A tenant may not be required to pay for water consumption charges for a partial billing period if the meter reading is not recorded in an entry or exit condition report if:

- the start of the agreement aligns with the beginning of the billing period, or
- the billing period ends when the tenant/resident hands over the premises.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

If the tenant pays a rental bond, it must be lodged with the Residential Tenancies Authority (RTA). The tenant can lodge their bond directly with the RTA, or the lessor/agent can lodge it on their behalf. A bond can be lodged online via [RTA Web Services](#) or by completing the paper [Bond lodgement \(Form 2\)](#). If the lessor/agent is lodging the bond, they must do so within 10 days of receiving payment from the tenant. The maximum bond allowed to be taken is equivalent to 4 weeks' rent, regardless of the weekly rent amount.

Lessors/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 – general tenancies* (Form 1a).

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 [Ending a tenancy agreement for managing parties fact sheet](#) or the [Ending a tenancy agreement for tenants/residents fact sheet](#).

Ending tenancy agreements

Tenancy agreements can only be ended in accordance with the Act. Lessors/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. The RTA has a free dispute resolution service. Customers can request dispute resolution via [RTA Web Services](#) or by submitting a [Dispute resolution request \(Form 16\)](#). For more information, refer to the [Applying for dispute resolution webpage](#) on the RTA website.

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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