

Fact sheet

Rooming accommodation agreements

A *Rooming accommodation agreement* (Form R18) is the agreement between a resident and a provider which sets out the terms that apply to a resident's stay in rooming accommodation such as boarding houses, supported accommodation services, off-campus student accommodation and other rooming style accommodation. The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) states what must be included in every agreement for rooming accommodation covered by the Act in Queensland. Both residents and providers/agents must abide by the terms of the agreement.

An agreement includes standard terms stated in the Act and Regulation covering the rights and responsibilities of residents and providers. It can also include special terms as agreed between the resident and provider/agent. A copy of the house rules forms part of the terms of the agreement and must also be given to the resident.

A blank *Rooming accommodation agreement* is available from the Residential Tenancies Authority.

Types of rooming accommodation 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 with no set ending date and which operates on, for example, a fortnight to fortnight basis.

Does the agreement have to be in writing?

The Act states that 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 provider's/agent's name, address and any phone number
- give the resident's name and any phone number
- fully describe the services to be provided
- say how much rent is to be paid and how and when it is to be paid
- state how much of rent paid is for accommodation and for any food, personal care and other services provided
- state the ending date for fixed term agreements, and
- be signed by all parties.

What is the provider/agent responsible for?

The provider/agent is responsible for:

- meeting all the costs of preparing the agreement
- ensuring the correct form is used and completed
- giving a copy of the proposed agreement with the house rules to the resident before they sign it
- once the resident has signed the agreement, the provider/agent should sign it and return a copy to the resident within three days. The agreement must be signed by all parties, and
- making sure the room is in a good state of repair and ready for the resident to move into on the agreed date

There are penalties in place if the provider/agent fails to provide a written agreement.

What if the resident or provider/agent doesn't abide by the terms of the 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. For example, if a resident breaches the agreement (such as by breaking a house rule) the provider may issue a *Notice to remedy breach – Rooming accommodation* (Form R11) giving the resident a minimum of five days to fix the problem.

If the resident fails to fix the breach within the allowed time, a provider may ask the resident to leave with a *Notice to leave – Rooming accommodation* (Form R12). A provider may ask the resident to leave immediately in the case of a serious breach.

A resident may also issue a provider with a *Notice to remedy breach – Rooming accommodation* if the provider breaches the agreement (such as by not following the rules of entry). The provider must be given at least five days to fix the problem.

If a resident or provider breaches the agreement the same way more than twice in a one year period, even if they have fixed the breach each time, the other party may seek to end the agreement on the grounds of repeated breaches.

See the *Ending a Rooming accommodation agreement* fact sheet for more information about ending an agreement due to breaches.

What if the resident breaks the agreement by paying rent late?

If issuing a *Notice to remedy breach – Rooming accommodation* for rent arrears, different notice periods apply. See the *Rent – rooming accommodation* fact sheet for further information.

How can agreements be ended?

Agreements can only be ended in a way approved by the Act. Ending an agreement or removing residents without following the steps in the Act is unlawful and can result in penalties. See the *Ending a Rooming accommodation agreement* fact sheet for more information.

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).

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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.