

Ending a tenancy agreement for managing parties

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 and a summary of how the Act applies but should not be relied on as legal advice for specific residential tenancies.

For ease of reading, tenants and residents will be referred to as tenants in this fact sheet. The term tenancy refers to all tenancies including general tenancies and rooming accommodation. The term managing parties includes lessors, lessor's agents, property owners, property managers and accommodation providers.

Overview

Tenancy agreements can only be ended in accordance with the Act. There are processes that must be followed to end an agreement lawfully, including using the approved form to provide reason for ending the agreement and allowing the right amount of time for the notice period.

If a property manager/owner serves a [Notice to leave \(Form 12\)](#), or if a tenant issues a [Notice of intention to leave \(Form 13\)](#), a property owner/manager cannot enter the property more than twice within a 7 day period, except under certain circumstances.

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.

Reasons managing parties can give to end an agreement

Managing parties can end agreements in writing for one of the following reasons:

- **Unremedied breach**
 - Managing parties can end an agreement if a tenant does not remedy a breach after the [Notice to remedy breach \(Form 11\)](#) process has been followed and the breach remains unremedied within the specified timeframe.
 - It is important to note that ending a fixed term agreement for an unremedied breach does not necessarily mean that the managing party will not be ordered to pay compensation to the tenant for the early termination of the fixed term agreement. Whether compensation would be payable is determined by the seriousness of the unremedied breach and other relevant factors.
- **End of a fixed term agreement**
 - The managing party may give the tenant a [Notice to leave \(Form 12\)](#) if the residential tenancy agreement is a fixed term agreement and the notice relates to the end of the agreement.
 - The giving of a [Notice to leave \(Form 12\)](#) for end of a fixed term must not be used in a way that constitutes taking retaliatory action against the tenant. The managing party must not give a [Notice to leave \(Form 12\)](#) for end of a fixed term to the tenant because:
 - the tenant has applied, or is proposing to apply, to the [Queensland Civil and Administrative Tribunal \(QCAT\)](#) for an order under the Act
 - the tenant has complained to a government entity about an act or omission of the managing party adversely affecting the tenant, or
 - has taken some other action to enforce the tenant's rights.
- **Abandoned property** (does not apply to rooming accommodation)
 - Managing parties can either give an [Abandonment termination notice \(Form 15\)](#) to the tenant or apply to QCAT to end the agreement if they believe, on reasonable grounds, the property has been abandoned.
- **The property is being sold*** (does not apply to short term moveable dwellings)
 - Managing parties may end the tenancy because they are preparing to sell the property and the preparation requires the property to be vacant, or they have entered into a contract to sell the property with vacant possession.
 - Managing parties must not let or offer a residential tenancy for six months after the handover day of the tenancy if the tenancy ended due to property being sold. Penalties apply.

- **Non-liveability**

- Managing parties can end the agreement if the property is partly or wholly destroyed or if the property can no longer be used legally as a dwelling. This does not apply if the non-liveability is caused by one of the parties breaking the agreement (e.g. by causing extensive damage).
- The notice must be given within one month of the property becoming non-liveable and the agreement may end on the day the notice is given.

- **The property requires significant repair or renovations*** (does not apply to short term moveable dwellings)

- Managing parties may end the agreement if the property requires significant repairs or if they intend to carry out significant renovations to the property, which cannot be safely carried out while the tenant occupies the property. For rooming accommodation, the ability to issue a notice for this reason depends on whether the repairs or renovations can be effectively, efficiently or safely carried out while the resident occupies the property or room.
- The Act does not define what is considered a significant repair. If there is any dispute in relation to the notice, either party can request dispute resolution and have the option to apply to QCAT for a decision.
- The Residential Tenancies Authority (RTA) recommends that the managing party provides information alongside the [Notice to leave \(Form 12\)](#) to support their claim that significant repairs or renovations require the tenant to vacate the property.

- **There is planned demolition or redevelopment***

- Managing parties may end the agreement if they require the property to be vacant for a planned demolition or redevelopment.

- **For owner occupation*** (does not apply to rooming accommodation or short term moveable dwellings)

- Managing parties may end the tenancy if they or their relative need to occupy the property.
- Managing parties must not let or offer a residential tenancy for six months after the ending or handover day of the tenancy for owner occupation. Penalties apply.

- **Death of a sole tenant**

- If a sole tenant dies, the tenant's personal representative or relative can negotiate with the managing party to end the tenancy. The date the agreement ends depends on the action taken.
 - The managing party can issue a notice to the tenant's personal representative, or the tenant's personal representative can issue a notice to the managing party.
 - Parties can negotiate a mutually agreed end date.
 - If no notice is given or no agreement is made, the tenancy ends one month (or 14 days for rooming accommodation) after the sole tenant's death. QCAT can determine the end date if required.

- **Tenant's failure to comply with a QCAT order** (does not apply to rooming accommodation)

- The managing party may give the tenant a [Notice to leave \(Form 12\)](#) if the tenant has failed to comply with a QCAT order.

- **Mortgagee in possession**

- If a mortgagee, such as a bank or financial institution that is entitled to take possession of the property, has not agreed to the tenancy, it can give the tenant a [Notice to vacate from mortgagee to tenant \(Form 19\)](#) providing appropriate notice to end a periodic or fixed term agreement.
- If a mortgagee has agreed to the tenancy, it can end a periodic agreement with two months' notice but cannot end a fixed term agreement earlier than the end date unless the tenant agrees.

- **Entitlement to student accommodation ends** (does not apply to moveable dwellings)
 - Managing parties may end the tenancy if the tenant will no longer be a student and as such will not be entitled to occupy the student accommodation.
 - This reason applies to purpose-built, off-campus student accommodation, and does not apply to general residential property such as share houses where tenants may or may not be students.
 - Student accommodation means property primarily used to provide accommodation to persons who are students. Student refers to a person enrolled in a course that, under the *Social Security Act 1991 (Commonwealth)* section 569B, is an approved course of education or study for section 569A(b) of that Act.
- **Serious breach—where the owner is the State or a community housing provider** (does not apply to rooming accommodation)
 - This section only applies if the owner is the chief executive of the department in which the *Housing Act 2003* is administered, acting on behalf of the State, or a community housing provider.
 - The owner may give a [Notice to leave \(Form 12\)](#) if they reasonably believe the tenant, an occupant, a guest of the tenant or a person allowed on the property by the tenant has done any of the relevant actions under section 290A of the Act.
- **For change of use of the property*** (does not apply to short term moveable dwellings)
 - Managing parties may end the agreement if they require the property for a different usage other than residential tenancy, or if they will require the property for another use for a period of at least six months.
 - Managing parties must not let or offer a residential tenancy for six months after the ending or handover day of the tenancy agreement due to change of use. Penalties apply.
- **The property is required for State government program*** (does not apply to rooming accommodation or short term moveable dwellings)
 - Managing parties may end the agreement if the property is required for use under a program administered by the State under an Act.
- **Compulsory acquisition**
 - Managing parties can end the agreement if the property has been appropriated or acquired compulsorily by an authority.
- **Employment, or entitlement to occupy under employment, ended**
 - Managing parties may end a tenancy that arises under the tenant's terms of employment, subject to any relevant industrial award or agreement.
- **Ending of housing or accommodation assistance** (does not apply to rooming accommodation)
 - Managing parties may end a tenancy if the tenant is no longer be eligible:
 - for approved supported accommodation
 - to receive assistance under the affordable housing scheme
 - to occupy the property.
- **Ending of short tenancy period** (applies only to short tenancies for moveable dwellings)
 - Managing parties may end a short tenancy at the end of the base period.
 - If a short tenancy (extension) has been made, at the end of the extended period.
- **If a community titles scheme is terminated** (does not apply to moveable dwellings, see also the *Body Corporate and Community Management Act 1997*).

The correct notice periods must be provided when issuing notices. For more details, refer to the [Notice periods for ending a tenancy webpage](#).

Remember a tenancy agreement can be ended if both the managing party and the tenant mutually agree. It is recommended that this be put in writing with the agreed end date specified and signed.

* This reason cannot be used to end a fixed term tenancy agreement early. The tenancy only finishes on the end date of the agreement or the end date of the notice period (whichever is later). Both parties can agree to end a fixed term agreement early but it must be agreed in writing.

Termination orders by QCAT

Non-urgent applications for serious breach (does not apply to rooming accommodation)

Managing parties may make a non-urgent application to QCAT for a termination order if they reasonably believe the tenant, an occupant, a guest of the tenant or a person allowed on the property by the tenant has done any of the following relevant actions:

- used the property or part of the property for illegal activity
- intentionally or recklessly destroyed or seriously damaged a part of the property
- intentionally or recklessly endangered another person in the property or a person occupying, or allowed on, property nearby
- intentionally or recklessly interfered significantly with the reasonable peace, comfort or privacy of another tenant or another tenant's appropriate use of the other tenant's property.

A managing party's ability to apply for a termination order due to serious breach does not depend on whether anyone has been convicted or found guilty of an offence in relation to the activity.

Note: the managing party does not need to issue a [Notice to leave \(Form 12\)](#) before applying to QCAT but must lodge a request for free dispute resolution with the RTA—via the [Tenancy Dispute Resolution Web Service](#) or using the [Dispute resolution request \(Form 16\)](#)—and receive a *Notice of unresolved dispute* prior to making the application.

Urgent applications

Either party can make an urgent application to QCAT for a decision about when a tenancy agreement should end for certain reasons and only after correct processes have been followed. The reasons for making an urgent application may include:

- failure to leave—if the tenant hasn't left the property by the due date on the notice
- hardship—if either party believes they would suffer excessive hardship if the tenancy continues
- damage or injury—if the tenant has damaged the property or injured people
- objectionable behaviour—if the tenant uses verbal abuse, harassment or causes a serious nuisance
- repeated breaches—for repeating a serious breach more than twice in a one year period, even though the breach was fixed each time and is the same breach.

The Act has introduced new penalties for providing false or misleading information in:

- a notice to leave for sale contract
- a notice to leave for significant repair or renovations
- a notice to leave for demolition or redevelopment
- a notice to leave for change of use
- a notice to leave for owner occupation (this provision does not apply to rooming accommodation).

A managing party must not give a tenant a [Notice to leave \(Form 12\)](#) for reasons listed above containing information that they know is false or misleading. Maximum penalty is 50 penalty units.

Disputes about ending agreements

The RTA encourages self-resolution of disputes about ending agreements. Parties should attempt to resolve the dispute themselves by talking to each other and finding out about their rights and responsibilities. If they cannot reach an agreement, the parties can request free RTA dispute resolution via [RTA Web Services](#) or by submitting a paper a [Dispute resolution request \(Form 16\)](#). If no agreement is reached, the RTA will issue a *Notice of unresolved dispute* for the party to apply to QCAT for a decision.

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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