

Fact sheet

Entry and privacy

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) is the main law that governs renting a place to live in Queensland. This fact sheet contains information on how the Act applies when a lessor/agent wants to enter the premises.

Lessors must take reasonable steps to ensure tenants have quiet enjoyment of their rented home. This means the lessor/agent must not interfere with the tenant's reasonable peace, comfort and privacy in using the premises.

However, lessors/agents have the right to enter premises to inspect them and to carry out maintenance and management tasks if they follow the Act's processes.

Can the lessor/agent enter if the tenant is not present?

Tenants do not have to be present for an entry unless it is a condition of an agreed entry. However, the RTA recommends the lessor/agent enters at a time the tenant can be present.

What if the tenant doesn't want the lessor/agent to enter?

The law says that the tenant cannot stop the lessor/agent from entering the premises if the correct notice has been given and the entry is at a reasonable time.

However the lessor/agent cannot enter if they do not enter during the time period specified on the *Entry notice* (Form 9).

For what reasons can the lessor/agent enter?

- The lessor/agent can enter the premises for reasons set out in the Act (refer to table). Notice must be given in writing on a form called an *Entry notice* (Form 9).
- The lessor/agent can enter at any time without notice if the tenant agrees, but only at the time agreed to by the tenant.
- The lessor/agent can also enter at any time without notice in an emergency, or if there are reasonable grounds to believe entry is necessary to protect the premises from damage.

The amount of notice the lessor/agent must give depends on the reason for entering the premises

Reason	Notice required
To inspect	seven days
To do repairs or carry out maintenance	24 hours
To check repairs or maintenance has been completed as requested	24 hours
To check the tenant has fixed a significant breach* after being given a <i>Notice to remedy breach</i> (Form 11). Entry is limited to two weeks of the expiry of the Form 11	24 hours
To comply with smoke alarm laws	24 hours
To comply with safety switch laws	24 hours
To do repairs where the premises is remote and there is a shortage of qualified repairers	None
To show a prospective tenant or purchaser the premises	24 hours
To carry out a valuation	24 hours
To check if the premises are abandoned**	24 hours

* Significant Breach is a breach relating to any of the following:

- using the premises for an illegal purpose
- exceeding the number of occupants allowed
- keeping a pet on the premises without the lessor's permission, or
- another matter, if the reasonable cost of rectifying the matter exceeds one weeks rent for the premises.

** For more information, see the *Abandoned premises* fact sheet.

What if the lessor/agent is looking for another tenant or wants to sell the premises?

A lessor/agent can only enter to show the premises to a prospective tenant:

- if a *Notice to leave* (Form 12) was given to the current tenant, or
- the current tenant gave a *Notice of intention to leave* (Form 13) to the lessor.

An *Entry notice* must also be given allowing 24 hours notice of the entry.

A lessor/agent may only enter the premises to show a prospective purchaser if a *Notice of lessor's intention to sell premises* (Form 10) was issued before, or with, the *Entry notice*.

A lessor/agent can only hold an open house or on-site auction if the tenant agrees in writing.

To help protect the privacy of tenants, photos showing a tenant's possessions, for example in advertising, can only be used if the tenant agrees in writing.

Entry by selling agent

The selling agent must give an *Entry notice* allowing 24 hours notice of the entry.

If the tenant does not know the selling agent, they can ask for written evidence of their appointment from the lessor before they agree to entry. Where an agent is not the renting agent, they must give an *Entry notice* to the tenant and a copy to the renting agent. They must also give the renting agent a copy of the *Notice of lessor's intention to sell premises*.

Are there any limits to entry?

- Lessors/agents can only enter the premises on a Sunday, public holiday, or between 6pm and 8am with the tenant's agreement.
- Lessors or lessors/agents for renting or selling the premises must specify on the *Entry notice* a two hour time period during which they intend to enter the premises. The lessor/agent must enter the property during the stated two hour period. They can stay in the property past the end of the two hour period to complete the job. This does not apply to entry by other people such as tradespeople or valuers, alone or with the lessor/agent.
- A lessor/agent must not allow a prospective buyer to enter the premises unaccompanied, unless the tenant agrees.
- General inspections can not take place more than once every three months, unless the tenant agrees. The lessor/agent and tenant may also agree to less frequent inspections.
- For entry to show the premises to prospective purchasers or tenants, reasonable time must have elapsed since the last entry for the same reason.

Are the rules different for moveable dwellings?

Except for the following situations, the entry rules are the same for moveable dwelling tenancies:

- a lessor/agent for a moveable dwelling tenancy in a moveable dwelling park may include a term in a tenancy agreement stating when and how they may enter the site only to carry out

maintenance (e.g. to mow the lawn). When this occurs as per the agreement, an *Entry notice* is not needed.

- a lessor/agent for a short tenancy (moveable dwelling) may enter to inspect the premises giving 24 hours notice via an *Entry notice*.

How can the tenant dispute an entry?

If the tenant feels their right to quiet enjoyment of the premises is being breached, they should start by discussing this with the lessor/agent. If this is unsuccessful, the tenant can give a *Notice to remedy breach* (Form 11) to the lessor/agent.

The RTA has a free dispute resolution service. To apply for help, send a *Dispute resolution request* (Form 16) by mail or fax to the RTA. If agreement cannot be reached or if the situation is an urgent matter (as listed in the Act), they can apply to the Tribunal for a decision. See *Dispute Resolution Services* 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.