



Fact sheet 1) Breaches: Rent & General

Black Community Housing Service (QLD) Ltd. (BCHS) is committed to providing accessible and sustainable tenancy management and assistance services. We strive to provide access to affordable housing that will enable Aboriginal and Torres Strait Islander families to position themselves to transition over time into long-term and mainstream housing markets. Providing support and assistance to clients in understanding and meeting their tenancy obligations is a subsequent priority, to support current and future housing, social and economic aspirations for Indigenous individuals and families.

What are my responsibilities as a tenant?

Your tenancy agreement is a legal binding document that states the legal rights and responsibilities between you and BCHS.

All BCHS tenancy agreements are prepared in line with current Queensland and RTA legislation. As a tenant, your obligations under the tenancy agreement and the requirements of the Residential Tenancies and Rooming Accommodation Act 2008 (sections 184 and 188) are to:

- Pay the rent as stated in the tenancy agreement
- Keep the premises and inclusions clean, considering their condition at the start of the tenancy
- Not maliciously damage, or allow someone else to maliciously damage, the premises or inclusions
- Not use the premises for illegal purposes
- Not interfere with the reasonable peace, comfort and privacy of neighbours
- Leave the premises and inclusions, as far as possible, in the same condition they were at the start of the tenancy (fair wear and tear is expected)

Types of breaches by tenants

Breaches are considered any actions by your or visitors that contravene the requirements and expectations of your tenancy agreement. All BCHS tenancy agreements are consistent with the form and legal requirements of general Queensland tenancy agreement, and subsequent failure to comply with your

tenancy responsibilities can negatively affect your rental record and application for any other rental properties.

Types of breaches may include, and are not limited to, the following examples:

- Rent arrears
- Causing damage to the premises
- Causing a nuisance by the use of premises
- Interfering with the peace, comfort or privacy of neighbours
- Failing to keep the inclusions clean, for example, dirty or untidy premises, broken glass or wall paneling, long grass or car wrecks
- Keeping animals or large birds in apartments or attached housing without approval
- Breach to Local Government laws, for example, by keeping unregistered pets or large quantities of hazardous goods
- Conducting a business on or from the premises without prior approval
- Exceeding the approved number of residents living in the premises
- Abandonment of premises
- Neighbourhood disputes, including tenants, occupants or visitors causing a nuisance through abuse or harassment of neighbours, excessive noise, disruptive parties or unauthorized parking at attached housing complexes.

What happens if I breach my tenancy agreement or the requirements under the Residential Tenancies and Rooming Accommodation Act 2008?

If you breach any conditions of your tenancy agreement, you will be issued with a Notice to Remedy Breach (RTA Form 11). Breaches are classified into two categories:

- 1) RENT – Notice to Remedy Breach will give you 7 days to remedy the rental arrears breach. If appropriate and required, a payment arrangement may be established for recovery of arrears owing (see Fact Sheet: Paying Rent).
- 2) GENERAL – Notice to Remedy Breach will give you 14 days to remedy general breaches to your tenancy agreement.

What do I do if I receive a Notice to Remedy Breach for Rental Arrears?

You must contact Coulson's Real Estate *within 7 days* to arrange a rental arrears payment plan. BCHS has recently contracted Coulson's Real Estate for all day-to-day management of BCHS' properties and tenancy agreements.

Any tenants provided with a Notice to Remedy Breach regarding rental arrears are now required to enter a payment arrangement, to ensure that arrears do not escalate, and that tenants' responsibilities and rental records are upheld.

Tenants are required to sign an arrears agreement form with Coulson's.

Coulson's Real Estate contact details:

Email) kerry@coulsonrealestate.com.au

Phone) 3372 9666

What happens if I fail to remedy a Rental Arrears breach?

Failure to remedy the breach within 7 days will result in the tenant being issued with a Notice to Leave (RTA Form 12).

You will have 7 days to vacate the property.

What do I do if I receive a Notice to Remedy Breach General Form 11?

You will have 7 days to remedy the problem. For example, clean the yard or repair intentional damage to property.

Coulson's Real Estate will inspect the premises within a lawful timeframe to verify that the breach has been remedied.

If you remedy the breach within 7 days, no further action will be taken.

What happens if I fail to remedy a General breach?

If you do not remedy the general breach within 7 days, you will be issued with a Notice to leave (RTA Form 12).

The Notice to Leave will give you 14 days to vacate the property.

What happens if I do not leave the property by the due date on the Notice to Leave?

If you do not remedy the breach and do not vacate the property after the period stated in the Notice to Leave, Coulson's will advise BCHS, who will apply to the Queensland Civil and Administrative Tribunal for a Termination Order and a Warrant of Possession to end your tenancy and evict you from the property.

You will be notified in writing of a hearing date and can attend the Queensland Civil and Administrative Tribunal to explain why you haven't remedied your breach. The Courts will then make a judgment.

The Courts may issue Termination Order to terminate your tenancy and also issue a Warrant of Possession, which allows an unauthorized person (as stated by the Tribunal) to enter the property to give possession of the premises back to BCHS.

What if I disagree with the Notice(s) issued?

If you disagree with the Notices to Remedy or Vacate, you can lodge a Dispute Resolution Request (RTA Form 16) with the Residential Tenancies Authority.

What happens if I have left my belongings in the property?

Any items to the value of more than \$1,500 will be stored for 30 days. Costs incurred are added to your rental account. After the 30 days period the items will either be disposed of via an Order from the Queensland Civil and Administrative Tribunal, or sold at auction.

What if I want my belonging back?

You can reclaim your items within the 30 days period. You must contact Coulson's to coordinate this, and pay BCHS for the cost of storage and removal of the goods.

What do I do if I think BCHS have breached the tenancy agreement?

If you think BCHS have breached the tenancy agreement, you can issue Coulson's with a Notice to Remedy Breach (RTA Form 11). BCHS or Coulson's then have 7 days to remedy the breach.

If the breach is not remedied within the specified period stated on the Notice to Remedy, you can issue Coulson's with a Notice of Intention to Leave (Form 13) and vacate the premises.

You can lodge a Dispute Resolution Request (RTA Form 16) with the Residential Tenancies Authority.

You may also be eligible to apply for a Termination Order via the Queensland Civil and Administrative Tribunal to end your tenancy.

For any further information regarding 'Breaches: Rent and General', please contact Coulson's Real Estate:

Email) Kerry@coulsonrealestate.com.au

Phone) 07 3372 9666

Note: Other tenancy factsheets are available via the BCHS website (www.blackcommunityhousingervice.org)