

## REIQ Factsheet – Minimum Housing Standards

From **1 September 2023**, rental properties in Queensland **must** comply with prescribed minimum housing standards for all new tenancies starting on or after this date, including renewed tenancies.

This is a statutory requirement under the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) (the **RTRA Act**), which governs residential tenancies in Queensland. The minimum housing standards will apply to **all** tenancies from 1 September 2024.

It is recommended that you take steps to ensure your property is compliant with the standards.

The lessor is obligated under the RTRA Act to ensure the property and inclusions comply with the standards relevant to the property or inclusions. Lessors are not able to recover costs from tenants or factor their costs in any rent increases.

The prescribed minimum housing standards are as follows:

### 1. The property must be weatherproof, structurally sound and in good repair

- the roofing and windows must prevent water from entering the property when it rains
- a property is not structurally sound if:
  - a floor, wall, ceiling or roof is likely to collapse because of rot or a defect; or
  - a deck or stairs are likely to collapse because of rot or a defect; or
  - a floor, wall or ceiling or other supporting structure is affected by significant dampness; or
  - the condition of the property is likely to cause damage to an occupant's personal property.

### 2. The fixtures and fittings for the premises must be in good repair

- includes electrical appliances
- must not be likely to cause injury to a person through the ordinary use of the fixtures and fittings

### 3. The external windows and doors must have functioning locks

- must secure the property against unauthorised entry
- only to the windows and doors that a person outside the property or room could access without having to use a ladder

### 4. The property must be free from vermin, damp and mould

- does not apply if caused by the tenant, including, for example, caused by a failure of the tenant to use an exhaust fan installed at the property

### 5. The property must have privacy coverings for windows in all rooms which tenant would reasonably expect privacy

- privacy coverings for windows include blinds, curtains, tinting and glass frosting
- does not apply if a line of sight between a person outside the premises and a person inside the room is obstructed by a fence, hedge, tree or other feature of the property

### 6. The property must have adequate plumbing and drainage

- must be connected to a water supply service or other infrastructure that supplies hot and cold water suitable for drinking

### 7. The bathrooms and toilets must be private, toilets must function as designed and be connected

- each toilet must function as designed, including flushing and refilling, and be connected to a sewer, septic system or other waste disposal system

### 8. The kitchen (if included) must include a functioning cook-top

### 9. The laundry (if included) must include the fixtures required to provide functional laundry other than whitegoods

## THE TENANT'S RIGHTS

If your property is not compliant, a tenant may within 7 days on which the tenant occupies the property, issue a *Notice of Intention to Leave* because the property or inclusions do not comply with the prescribed minimum housing standards.

A tenant may also have grounds to apply to QCAT for a termination order within the first three months of the tenancy if they believe the lessor or lessor's agent gave false or misleading information about the property condition, its inclusions and fixtures.

## Emergency Repairs

The definition of “emergency repairs” under the RTRA Act includes works needed to make the property or inclusion compliant with the minimum housing standards.

This means that the tenant can arrange works without your authority up to an amount equal to four (4) weeks’ rent, at your cost. The tenant will still need to follow procedure by contacting their first point of call and nominated repairers in the *Form 18a General Tenancy Agreement*. To ensure you have control over how the works can be arranged and undertaken, it is recommended that you attend to any works **as soon as possible**.

## Repair Orders

If works needed to make the property compliant with the minimum housing standards are not undertaken, the tenant can make an application in QCAT for a repair order. The repair order may have conditions including what repairs are mandated, when they must be done and prohibiting you from letting the property until the repairs are completed.

If a repair order is made, you must disclose this to each successive tenant until the repair order is complied with. It is an offence under the RTRA Act to fail to comply with a repair order unless you have a reasonable excuse. The penalty for this offence is 50 penalty units which is equivalent to \$7,740.00.

## WHEN WORKS ARE NEEDED

If you authorise your property manager to arrange works, you should consider:

- Do you need a professional assessment of the property condition?  
Some defects may not be visually apparent and your property manager will not be able to give you advice about what repairs and maintenance may be necessary. You should consider if a building and pest report should be obtained.
- What is the estimated cost?  
The costs will depend on what works are needed to make the property compliant. You as the lessor are responsible for these costs and you cannot pass these costs on to the tenant or increase rent on the basis of these costs. You may wish to instruct your property manager to arrange for quotes on your behalf.
- Do you need to contact your insurer?  
You should contact your insurer to confirm if any works are covered under your current policy. You should also confirm if there are any implications to your insurance cover if you fail to arrange works and the property is not compliant with the minimum housing standards.
- Are the works significant?  
If the works are significant or relate to the structural repair of the property, you should engage a builder or project manager to provide advice about the changes needed and costs involved. Providing these services are outside the scope of your property manager’s appointment.
- What will happen if the tenant can’t stay in the property while the works are being done?  
If the property becomes unfit to live in, there may be options for you to negotiate with the tenant. You should contact your property manager to discuss this further, if applicable, or seek legal advice about your options.

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