

Fact sheet

Allowing time when serving notices

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) sets clear time lines for serving notices. In some instances the Act states the amount of time a notice must be given before any action is taken. In others, the Act sets limits on the amount of time in which an action must occur. To ensure your rights are protected, it is important to follow the set notice periods. This fact sheet relates to fixed term and periodic agreements in general tenancies, such as houses or units. For notice periods relating to tenancies in caravans and other moveable dwellings, refer to the *Allowing time when serving notices – Moveable dwellings* fact sheet.

Notices	Time allowed
Notice of rent increase <i>There must be at least six months between rent increases</i>	Lessor/agent must give at least two months for both periodic and fixed term tenancies. Rent can only be increased in a fixed tenancy if the tenancy agreement allows
Application to Queensland Civil and Administrative Tribunal (QCAT) to review rent increase	Tenant to make application within 30 days after the notice of rent increase has been received
<i>Notice to remedy breach</i> (Form 11) for general breaches of the agreement	Notice must give at least seven days to remedy breach
<i>Notice to remedy breach</i> (Form 11) for rent arrears	Rent must be unpaid for at least seven days before a lessor/agent can give a <i>Notice to remedy breach</i> (Form 11) to the tenant. The tenant is then allowed at least seven days to remedy the breach
Notice of damage	Tenant to advise lessor/agent as soon as tenant becomes aware of damage
Notice of bond increase (notice can only be given by lessor at least 11 months after previous notice for bond increase). Total bond must not exceed maximum amount under the Act	At least one month
Notice to RTA's dispute resolution service about a bond dispute after receiving a <i>Notice of claim</i> for bond from RTA	Notice to the RTA must be given within 14 days after service of <i>Notice of claim</i> by RTA (note that 14 days is counted from time after service of notice by RTA, and not from time of receipt of notice). The RTA includes the date in the notice that it sends out
Advise RTA of application to the tribunal about a bond dispute after the RTA has issued a <i>Notice of unresolved dispute</i>	Within seven days after service of <i>Notice of unresolved dispute</i> by the RTA

Notice of entry for	Notice lessor/agent must give
General inspections (must not be more than once every three months unless otherwise agreed)	At least seven days
Routine repairs	At least 24 hours except in remote areas with a shortage of trades people
Checking repairs have been completed. Entry is limited to within two weeks of the repair being undertaken	At least 24 hours

Notice of entry for	Notice lessor/agent must give
Checking the tenant has fixed a significant breach after being given a <i>Notice to remedy breach</i> (Form 11). Entry is limited to within two weeks of the expiry of the Form 11	At least 24 hours
Complying with smoke alarm laws	At least 24 hours
Complying with safety switch laws	At least 24 hours
Repairs where the property is remote and there is a shortage of qualified repairers	None
Showing a prospective tenant or purchaser the property	At least 24 hours. A <i>Notice of lessor's intention to sell premises</i> (Form 10) must also be given if property is for sale
Valuation	At least 24 hours
Suspicion of abandonment	At least 24 hours

Notices for ending a tenancy

To end the tenancy, the lessor/agent must give the tenant a *Notice to leave* (Form 12) with the appropriate notice.

Reason for ending tenancy – lessor/agent	Time
Unremedied rent arrears	At least seven days after expiry of <i>Notice to remedy breach</i> (Form 11) for rent arrears
Unremedied general breach (breaches of the Act apart from rent arrears)	At least 14 days after expiry of <i>Notice to remedy breach</i> (Form 11)
Non-compliance with a tribunal order	At least seven days
Compulsory acquisition (the notice must be given within one month after the compulsory acquisition)	At least two months
Property sold	For periodic agreements only – at least four weeks
Non-liveability (the notice must be given within one month of the event causing the non-liveability)	The same day the notice is given
Abandonment	If the tenant does not respond to an <i>Abandonment termination notice</i> (Form 15) within seven days, tenant is taken to have abandoned the property. Tenant may dispute the notice by applying to the tribunal within 28 days of the notice being served
Ending of employment-related tenancy agreement	At least four weeks, unless an award or employment contract states otherwise
End of supported accommodation assistance	At least four weeks
End of entitlement to housing assistance (public housing or community housing)	At least one month
Serious breach (public housing or community housing)	At least seven days
Without grounds	For periodic agreements – at least two months notice. For fixed term agreements – at least two months or the end of the fixed term, whichever is the later in time

To end the tenancy, the tenant must give the lessor/agent a *Notice of intention to leave* (Form 13). The time periods which a tenant must allow in a *Notice of intention to leave* are the same as for the lessor/agent except in the cases listed below.

Reason for ending tenancy – tenant	Time
Unremedied breach	Seven days
Compulsory acquisition	Two weeks
Without grounds	For periodic agreements only – two weeks. For fixed term agreements – 14 days or the end of the fixed term, whichever is the later in time

Counting days in notice periods

The *Acts Interpretation Act 1954* provides direction on how to interpret time periods in the *Residential Tenancies and Rooming Accommodation Act 2008*.

Time periods for serving notices are expressed as clear days between the day of serving the notice and the day for taking the next action. This means that when you calculate the dates on the notices to allow the correct time, you must not count the day the notice is served at the address and you must not take the next action until the day after the last day.

Example: If you hand deliver a seven day notice on the 12th of June you may start counting the seven days from the 13th of June. The seventh day is the 19th of June so the next action may be taken on the 20th of June.

The *Acts Interpretation Act 1954* states that a notice expires at midnight, so you must allow the person the entire 24 hours of the last day of the notice before you can take the next action.

Example: If the last day of a *Notice to leave* is the 19th of June, by law the tenant must be allowed until midnight on that date to leave.

It is clearly impractical to conduct a handover of keys and inspection at midnight on the 19th of June, so people are encouraged to make an agreement about when this may occur.

Example: People may agree to vacation of the property and handover by close of business on the 19th of June or 9am on the 20th of June rather than at midnight.

Counting months in notice periods

When the Act refers to a month, it means a calendar month. A 'calendar month' means a period starting at the beginning of any day of a month and ending immediately before the beginning of the corresponding day of the next month; or if there is no such corresponding day, at the end of the next month.

Just like when counting days in notice periods, when you count months you must not count the day the notice is served, and you must not take the next action until the day after the last day.

Example one: Two months notice is given on the 20th of December, so counting of the two months begins on the 21st. The two month period ends immediately before midnight on the 20th of February, so action may be taken on the 21st of February.

Example two: Two months notice is given on the 30th of December, so counting of the two months begins on the 31st. Since there is no 30th of February, the two months is considered to end immediately before midnight on the 28th of February. Action may commence on the 1st of March.

Counting hours in notice periods

When the notice period is 24 hours, such as in some grounds for entry to property, a minimum of 24 hours must be allowed from the time the notice is served at the property until the next action, such as the entry.

This can be calculated to the hour when a notice is served in person. Where service of the notice is by post, the 24 hour period starts from the time the post arrives at the property.

Serving a notice

A notice can be given by delivering it to the recipient at the address of the place or business last known to the person serving the notice. Ways of delivering notices include by hand (personally), post, email (if allowed under the agreement) or fax. The rules for serving notices are outlined in the *Acts Interpretation Act 1954* and the *Electronic Transactions (Queensland) Act 2001*.

The method used to serve a notice which has a longer time period might not be appropriate for a notice with short time periods, such as a 24-hour entry notice.

If a dispute is likely to arise, it is better to err on the side of caution. For instance, you might phone ahead as well as serve the notice. Use more than one means of service or allow an extra day to ensure adequate notice is given.

Entering the premises to hand deliver a note

While common law allows a person to enter a premises and knock on the door without being considered to be 'trespassing', this does not apply to a lessor or their agent when there is a tenancy. A lessor's statutory obligations to give notice overrides this common law right.

There is no obligation in the Act that compels a lessor or agent to put a notice 'in the hands' of the tenant. A lessor who wishes to hand deliver a notice should consider putting it in the letter box on the fence line of the premises, or delivering it by some other method.

Serving notices by post

Where notices are served by post, the sender must allow time for the mail to arrive when counting the days and working out the date for the notice period to end.

This means that the first day counted in the notice period is the day after the notice arrives at the address.

For metropolitan and regional areas, refer to Australia Post to determine delivery time.

Serving notices in person or electronically

When serving notices in person, the server does not count the day of service in the notice period. The first day of the notice period should be the day after the notice is served.

The same rule applies if notice is served electronically by email or fax. The fax transmission report or email delivery receipt may be used as proof of the time and date of service.

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.