


### When can the lessor/agent visit my premises?

The lessor/agent must take reasonable steps to ensure your privacy. They are allowed to enter the property in accordance with the *rules of entry* under the Act, but there are steps that must be followed:

- in most cases, the lessor/agent must give you notice in writing using an **Entry Notice (Form 9)**
- entry must happen at a reasonable time. Lessors/agents are unable to conduct an entry on Sundays or Public Holidays, or between 6:00pm and 8:00am on other days, unless you both agree
- the lessor/agent must specify on the notice of entry a two hour time period during which they intend to enter the premises. The lessor/agent must enter the property during that particular two hour period. They can then stay in the property past the end of the two hour period to complete the job. This does not apply to entry by tradespeople.

If you have concerns about the entry time it's best to contact the lessor/agent immediately. You and the lessor/agent should try and negotiate another suitable entry time. If the lessor/agent has followed the rules set out by the laws, provided the correct notice and entry is proposed at a reasonable time, they can still enter the premises to conduct their lawful business.

Failure to comply with these requirements is an offence and you can make a complaint to the RTA if you believe the entry to your premises was unlawful. For disputes about entry refer to pages 29–30. 

#### Fact sheet

For more information about 'Entry and Privacy,' look at the fact sheet on the RTA website [www.rta.qld.gov.au](http://www.rta.qld.gov.au) or call the RTA.

| Lawful reason for entry   | Minimum notice   |
|---|--|
| To inspect the premises   | <b>7 days</b> (a maximum of one routine inspection every <b>3 months</b> )   |
| Follow-up inspection to check a significant breach* has been remedied, <b>or</b> to check on the quality of repairs by a tradesperson           | <b>24 hours</b> (the entry must occur within 14 days of the expiry date on the <b>Notice to Remedy Breach (Form 11)</b> ).   |
| To carry out repairs or maintenance to the premises (this includes installation and maintenance of electrical safety switches and smoke alarms) | <b>24 hours.</b> Entry can occur without notice if the premises are located in a remote area and there is a shortage of tradespeople.  |
| To show the premises to a prospective purchaser   | <b>24 hours notice</b> and a reasonable time has elapsed since the last entry for this reason (refer to page 18 'What if the lessor wants to sell the premises?' for forms required).  |
| To show the premises to a prospective tenant  | <b>24 hours notice</b> and a reasonable time has elapsed since the last entry for this reason. You must also have given a <b>Notice of Intention to Leave (Form 13)</b> or have received a <b>Notice to Leave (Form 12)</b> from the lessor/agent. |
| To allow a valuation of the premises  | <b>24 hours.</b>   |
| If the lessor/agent reasonably believes the premises have been abandoned  | <b>24 hours.</b>   |
| If the tenant and lessor/agent both agree that the lessor/agent can enter   | At the agreed time.  |
| In an emergency   | No notice required.  |
| If the lessor/agent reasonably believes that entry is needed to protect the premises from damage that is about to happen                        | No notice required.  |
| By order of the Tribunal  | As specified in the order.   |

\* The Act lists a significant breach as relating to: using the premises for an illegal purpose, keeping a pet on the premises, the number of occupants allowed to reside in the premises or another matter if the reasonable cost of fixing the matter exceeds 1 weeks rent.