




What are my options if I have a tenancy dispute with my lessor/agent?

Your first option is try to resolve the dispute with the lessor/agent directly.

Except in cases defined as 'urgent' by the law (refer to page 30 'When can I apply to the Tribunal?'), you can only apply to the Tribunal if the dispute has not been resolved through the RTA's Dispute Resolution Service and you have been issued a '**Notice of Unresolved Dispute**'.

Options for resolving tenancy disputes

Option 1 Self resolution	Option 2 RTA's Dispute Resolution Service	Option 3 The Tribunal
<ul style="list-style-type: none"> • Try to identify the issue/issues. • Find out your legal rights and responsibilities. • Seek advice and/or assistance from one of the services listed on the back of this booklet. • Talk with the other party and try to negotiate an agreed outcome. • If you are able to reach an agreement, make sure you get the agreement in writing signed by both parties. • If the matter cannot be resolved, move on to option 2 and use the RTA's free Dispute Resolution Service. 	<ul style="list-style-type: none"> • You can apply to the RTA's free Dispute Resolution Service (time limits may apply depending on what the problem is). • To apply for dispute resolution, complete a Dispute Resolution Request (Form 16) and send it to the RTA. • An officer from the RTA will then contact you to arrange for the dispute to be discussed. • The officer is impartial and will not make a decision, but may be able to help you and the lessor/agent to negotiate a resolution with just a few telephone calls. • They can give you information about the law and how it relates to your particular problem, they can provide a telephone negotiation service, and can set up conferences between you and the lessor/agent (face to face or over the telephone). • Agreements made through this service are written down and become part of your tenancy agreement. The Tribunal can enforce the decision, if necessary. • If conciliation is not suitable or the matter is not resolved the officer will issue a 'Notice of Unresolved Dispute'. • You may then decide to move on to option 3 and apply for your dispute to be heard by the Tribunal.  	<ul style="list-style-type: none"> • When a dispute between a tenant and lessor/agent has not been resolved with help from the RTA's Dispute Resolution Service or if it falls under the category of an urgent application as defined by the law, either the tenant or lessor/agent can apply to have the dispute heard by the Tribunal (time limits may apply depending on what the problem is). • For information about making an application to the Tribunal contact the RTA for a copy of <i>Handling tenancy disputes in the Tribunal</i>. • Submit an application for a Tribunal hearing. • The Tribunal is an informal court. A referee will listen to both sides of the case and assess any evidence provided. • The referee will make a decision (order) about the dispute. 

When can I apply to the Tribunal?

Under the Act, an 'urgent' matter means an application that can be made straight to the Tribunal without having to go through the RTA's Dispute Resolution Service. The term 'urgent' does not refer to the importance or urgency of the matter to you but rather that dispute resolution is not required. Most of the problems that happen during a tenancy are not treated as urgent under the law and you and the lessor/agent should try to solve the problem yourselves or go through the RTA's Dispute Resolution Service.

An application is considered urgent if it's about the following:

1. If you or the lessor/agent are seeking an order to **end the tenancy** for any of the following reasons:
 - failure to leave – for example, if the lessor/agent has issued a **Notice to Leave (Form 12)** or if you have issued a **Notice of Intention to Leave (Form 13)** and the form has expired
 - excessive hardship – for example, if you or the lessor/agent wanted to end the tenancy because of illness, financial difficulties or a job transfer to another area
 - damage – for example, if you caused damage to the premises, or if the lessor/agent caused damage to your belongings
 - injury – for example, if you or the lessor/agent caused injury to the other party
 - certain repeated breaches of the tenancy agreement – for example, non-payment of rent and the same breach repeated more than twice in a 1 year period
 - objectionable behaviour – for example, if you or the lessor/agent have harassed or intimidated the other party, or
 - death of a sole tenant.
2. To restrain a person from causing damage or injury when an application to end the agreement is made on the same grounds.
3. For the lessor/agent to make repairs for health or safety reasons.
4. For a spouse or occupant to be recognised as the tenant or co-tenant in the event of domestic violence or damage or injury to the occupant or someone else allowed on the premises.
5. If you dispute a **Notice to Leave (Form 12)** because you believe it was given in retaliation for exercising your rights.
6. If you dispute the lessor/agent giving an **Abandonment Termination Notice (Form 15)**.
7. If you are asking for a re-hearing of a decision by the Tribunal to declare a premises abandoned.
8. If the lessor/agent is applying for costs or expenses to be taken from sale of your goods that were left behind.
9. If you are applying for compensation because you are dissatisfied with how the lessor/agent dealt with goods that were left behind.
10. To resolve a dispute about reimbursement of costs for emergency repairs.
11. To determine whether an agreement is covered by the *Residential Tenancies and Rooming Accommodation Act 2008*.
12. If you dispute a tenancy database listing.

If you need to apply to the Tribunal to resolve an urgent case contact the RTA for a copy of *Handling Tenancy Disputes in the Tribunal* (also available from the RTA's website www.rta.qld.gov.au or your local Magistrates Court). 

