



Queensland

# Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Regulation 2025

## Subordinate Legislation 2025 No. 14

made under the

*Residential Tenancies and Rooming Accommodation Act 2008*  
*State Penalties Enforcement Act 1999*

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## **Part 1 Preliminary**

### **1 Short title**

This regulation may be cited as the *Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Regulation 2025*.

### **2 Commencement**

This regulation commences on 1 May 2025.

## **Part 2 Amendment of Residential Tenancies and Rooming Accommodation Regulation 2009**

### **3 Regulation amended**

This part amends the *Residential Tenancies and Rooming Accommodation Regulation 2009*.

### **4 Insertion of new pt 1A**

After part 1—

*insert—*

## **Part 1A Applications for residential tenancies and rooming accommodation**

### **Division 1 Preliminary**

### **3A Definition**

In this part—

*heavy vehicle* means a heavy vehicle under the Heavy Vehicle National Law (Queensland).

## **Division 2            Applications for residential tenancies**

### **3B Information for required application form—Act, s 57B**

For section 57B(4)(g) of the Act, the following information is prescribed—

- (a) the prospective tenant's date of birth;
- (b) the number of occupants intended to reside in the premises;
- (c) the number of the occupants intended to reside in the premises who are under 18 years;
- (d) the number and type of any pets intended to be kept at the premises if approved by the lessor;
- (e) the number of each of the following types of vehicles the prospective tenant intends to park on the premises—
  - (i) boats;
  - (ii) caravans;
  - (iii) heavy vehicles;
  - (iv) trailers;
  - (v) other motor vehicles;
- (f) if the premises are a moveable dwelling in, or intended to be situated in, a moveable

dwelling park—the number of each of the types of vehicles mentioned in paragraph (e)(i) to (v) that the prospective tenant intends to park in the moveable dwelling park;

- (g) if the prospective tenant cannot provide details about their current employment or income—details about the prospective tenant’s financial ability to pay rent, other than statements of credit accounts or bank accounts belonging to the prospective tenant detailing transactions.

### **3C Restricted way for submitting application—Act, s 57B**

For section 57B(7) of the Act, definition *restricted way*, paragraph (b), a way that requires the prospective tenant to pay an amount in relation to submitting the application is prescribed.

*Examples of ways that require a prospective tenant to pay an amount in relation to submitting an application—*

- 1 The prospective tenant is required to pay for a background check to be conducted to submit the application.
- 2 The prospective tenant is required to pay a fee to submit the application to a real estate agent using a particular online platform.

## **Division 3 Applications for rooming accommodation**

### **3D Information for required application form—Act, s 76C**

For section 76C(3)(g) of the Act, the following information is prescribed—

- (a) the prospective resident's date of birth;
- (b) the number of occupants intended to reside in the room;
- (c) the number of the occupants intended to reside in the room who are under 18 years;
- (d) the number and type of any pets intended to be kept at the rental premises if approved by the provider;
- (e) the number of each of the following types of vehicles the prospective resident intends to park on the rental premises—
  - (i) boats;
  - (ii) caravans;
  - (iii) heavy vehicles;
  - (iv) trailers;
  - (v) other motor vehicles;
- (f) if the prospective resident cannot provide details about their current employment or income—details about the prospective resident's financial ability to pay rent, other than statements of credit accounts or bank accounts belonging to the prospective resident detailing transactions.

### **3E Restricted way for submitting application—Act, s 76C**

For section 76C(6) of the Act, definition *restricted way*, paragraph (b), a way that requires the prospective resident to pay an amount in

relation to submitting the application is prescribed.

*Examples of ways that require a prospective resident to pay an amount in relation to submitting an application—*

- 1 The prospective resident is required to pay for a background check to be conducted to submit the application.
- 2 The prospective resident is required to pay a fee to submit the application to a real estate agent using a particular online platform.

## **5 Amendment of sch 1, pt 1 (Tenancy details)**

- (1) Schedule 1, part 1, item 9—

*insert—*

*Note—*

See clause 8(3)(a).

- (2) Schedule 1, part 1, item 10, note, ‘clause 8(5) to (7)’—

*omit, insert—*

clause 8(6) to (8)

## **6 Amendment of sch 1, pt 2, cl 8 (When, how and where rent must be paid—ss 83–85)**

- (1) Schedule 1, part 2, clause 8(3)(a)—

*insert—*

*Note—*

At least 2 ways for the tenant to pay the rent must be stated in this agreement. See section 83.

- (2) Schedule 1, part 2, clause 8—

*insert—*

- (4A) Also, the lessor must declare any financial benefit the lessor or lessor’s agent may receive if the tenant uses a particular way to pay rent.

- (3) Schedule 1, part 2, clause 8(4A) to (7)—



*renumber* as schedule 1, part 2, clause 8(5) to (8).

**7 Replacement of sch 1, pt 2, cl 27 (Fixtures or structural changes—ss 207–209)**

Schedule 1, part 2, clause 27—

*omit, insert—*

**27 Fixtures or structural changes—ss 207–209**

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if—
  - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
  - (b) the lessor approves the request; and
  - (c) for body corporate premises—the body corporate approves the request.

*Note—*

Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must—
  - (a) decide the request—
    - (i) within 28 days after receiving the request; or
    - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
  - (b) advise the tenant of the lessor’s decision; and
  - (c) if the lessor approves the request and the premises are body corporate premises—

- (i) state that the lessor's approval is subject to the approval of the body corporate; and
  - (ii) give the request to the body corporate within 28 days after receiving the request; and
  - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor approves the request, the lessor must give the tenant an agreement that—
  - (a) is in writing; and
  - (b) describes the nature of the fixture or structural change; and
  - (c) states any conditions of the agreement, including any conditions given by the body corporate.

*Examples of conditions—*

- that the tenant must maintain the fixture in a particular way
  - that the tenant must remove the fixture
  - that the tenant must repair damage caused by removing the fixture
  - that the lessor must compensate the tenant for the fixture if the tenant can not remove it
- (4) The tenant must comply with any conditions given by the lessor or body corporate.

- (5) In this clause—

***body corporate premises*** means premises—

- (a) that are part of a body corporate scheme; and
- (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the

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attachment of a fixture, or the making of a structural change, to the premises.

### **27A Action by lessor for breach of agreement about fixture or structural change—s 209A**

- (1) This clause applies if—
  - (a) the tenant attaches a fixture, or makes a structural change, to the premises; and
  - (b) the lessor’s approval is required under section 208 to attach the fixture or make the structural change; and
  - (c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor’s agreement.
- (2) The lessor may—
  - (a) take action for a breach of a term of this agreement; or
  - (b) waive the breach (that is, not take action for the breach) and treat the fixture or structural change as an improvement to the premises for the lessor’s benefit (that is, treat the fixture or structural change as belonging to the lessor, without having to compensate the tenant for it).
- (3) In this clause—

*lessor’s agreement* means the agreement given to the tenant by the lessor under section 208 about attaching the fixture, or making the structural change, to the premises.

## **8 Amendment of sch 2, pt 1 (Tenancy details)**

- (1) Schedule 2, part 1, item 10—

*insert—*

*Note—*

See clause 8(3)(a).

- (2) Schedule 2, part 1, item 11, note, ‘clause 8(5) to (7)’—

*omit, insert—*

clause 8(6) to (8)

**9 Amendment of sch 2, pt 2, cl 8 (When, how and where rent must be paid—ss 83–85)**

- (1) Schedule 2, part 2, clause 8(3)(a)—

*insert—*

*Note—*

At least 2 ways for the tenant to pay the rent must be stated in this agreement. See section 83.

- (2) Schedule 2, part 2, clause 8—

*insert—*

(4A) Also, the lessor must declare any financial benefit the lessor or lessor’s agent may receive if the tenant uses a particular way to pay rent.

- (3) Schedule 2, part 2, clause 8(4A) to (7)—

*renumber* as schedule 2, part 2, clause 8(5) to (8).

**10 Replacement of sch 2, pt 2, cl 28 (Fixtures or structural changes—ss 207–209)**

Schedule 2, part 2, clause 28—

*omit, insert—*

**28 Fixtures or structural changes—ss 207–209**

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if—

(a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and

- (b) the lessor approves the request; and
- (c) for body corporate premises—the body corporate approves the request.

*Note—*

Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must—
  - (a) decide the request—
    - (i) within 28 days after receiving the request; or
    - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
  - (b) advise the tenant of the lessor’s decision; and
  - (c) if the lessor approves the request and the premises are body corporate premises—
    - (i) state that the lessor’s approval is subject to the approval of the body corporate; and
    - (ii) give the request to the body corporate within 28 days after receiving the request; and
    - (iii) advise the tenant as soon as reasonably practicable of the body corporate’s decision about the request.
- (3) If the lessor approves the request, the lessor must give the tenant an agreement that—
  - (a) is in writing; and
  - (b) describes the nature of the fixture or structural change; and

- (c) states any conditions of the agreement, including any conditions given by the body corporate.

*Examples of conditions—*

- that the tenant must maintain the fixture in a particular way
  - that the tenant must remove the fixture
  - that the tenant must repair damage caused by removing the fixture
  - that the lessor must compensate the tenant for the fixture if the tenant can not remove it
- (4) The tenant must comply with any conditions given by the lessor or body corporate.

- (5) In this clause—

***body corporate premises*** means premises—

- (a) that are part of a body corporate scheme; and
- (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

### **28A Action by lessor for breach of agreement about fixture or structural change—s 209A**

- (1) This clause applies if—
- (a) the tenant attaches a fixture, or makes a structural change, to the premises; and
- (b) the lessor's approval is required under section 208 to attach the fixture or make the structural change; and
- (c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.

- 
- (2) The lessor may—
- (a) take action for a breach of a term of this agreement; or
  - (b) waive the breach (that is, not take action for the breach) and treat the fixture or structural change as an improvement to the premises for the lessor’s benefit (that is, treat the fixture or structural change as belonging to the lessor, without having to compensate the tenant for it).
- (3) In this clause—
- lessor’s agreement* means the agreement given to the tenant by the lessor under section 208 about attaching the fixture, or making the structural change, to the premises.

## 11 Amendment of sch 3, pt 1 (Tenancy details)

- (1) Schedule 3, part 1, item 9—

*insert—*

*Note—*

See clause 9(2)(a).

- (2) Schedule 3, part 1, item 10, note, ‘clause 9(4) to (6)’—

*omit, insert—*

clause 9(5) to (7)

## 12 Amendment of sch 3, pt 2, cl 9 (When, how and where rent must be paid—ss 83–85)

- (1) Schedule 3, part 2, clause 9(2)(a)—

*insert—*

*Note—*

At least 2 ways for the tenant to pay the rent must be stated in this agreement. See section 83.

(2) Schedule 3, part 2, clause 9—

*insert—*

(3A) Also, the lessor must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.

(3) Schedule 3, part 2, clause 9(3A) to (6)—

*renumber* as schedule 3, part 2, clause 9(4) to (7).

### **13 Replacement of sch 3, pt 2, cl 25 (Fixtures or structural changes—ss 207–209)**

Schedule 3, part 2, clause 25—

*omit, insert—*

#### **25 Fixtures or structural changes—ss 207–209**

(1) The tenant may attach a fixture, or make a structural change, to the premises only if—

- (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
- (b) the lessor approves the request; and
- (c) for body corporate premises—the body corporate approves the request.

*Note—*

Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

(2) The lessor must—

- (a) decide the request—
  - (i) within 28 days after receiving the request; or



- 
- (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
- (b) advise the tenant of the lessor’s decision; and
- (c) if the lessor approves the request and the premises are body corporate premises—
- (i) state that the lessor’s approval is subject to the approval of the body corporate; and
- (ii) give the request to the body corporate within 28 days after receiving the request; and
- (iii) advise the tenant as soon as reasonably practicable of the body corporate’s decision about the request.
- (3) If the lessor approves the request, the lessor must give the tenant an agreement that—
- (a) is in writing; and
- (b) describes the nature of the fixture or structural change; and
- (c) states any conditions of the agreement, including any conditions given by the body corporate.

*Examples of conditions—*

- that the tenant must maintain the fixture in a particular way
  - that the tenant must remove the fixture
  - that the tenant must repair damage caused by removing the fixture
  - that the lessor must compensate the tenant for the fixture if the tenant can not remove it
- (4) The tenant must comply with any conditions given by the lessor or body corporate.

(5) In this clause—

*body corporate premises* means premises—

- (a) that are part of a body corporate scheme; and
- (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

### **25A Action by lessor for breach of agreement about fixture or structural change—s 209A**

(1) This clause applies if—

- (a) the tenant attaches a fixture, or makes a structural change, to the premises; and
- (b) the lessor's approval is required under section 208 to attach the fixture or make the structural change; and
- (c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.

(2) The lessor may—

- (a) take action for a breach of a term of this agreement; or
- (b) waive the breach (that is, not take action for the breach) and treat the fixture or structural change as an improvement to the premises for the lessor's benefit (that is, treat the fixture or structural change as belonging to the lessor, without having to compensate the tenant for it).

(3) In this clause—

*lessor's agreement* means the agreement given to the tenant by the lessor under section 208 about

attaching the fixture, or making the structural change, to the premises.

**14 Amendment of sch 3A, pt 1 (Tenancy details)**

- (1) Schedule 3A, part 1, item 9—

*insert—*

*Note—*

See clause 8(2)(a).

- (2) Schedule 3A, part 1, item 10, note, ‘clause 8(4) to (6)’—

*omit, insert—*

clause 8(5) to (7)

**15 Amendment of sch 3A, pt 2, cl 8 (When, how and where rent must be paid—ss 83–85)**

- (1) Schedule 3A, part 2, clause 8(2)(a)—

*insert—*

*Note—*

At least 2 ways for the tenant to pay the rent must be stated in this agreement. See section 83.

- (2) Schedule 3A, part 2, clause 8—

*insert—*

(3A) Also, the lessor must declare any financial benefit the lessor or lessor’s agent may receive if the tenant uses a particular way to pay rent.

- (3) Schedule 3A, part 2, clause 8(3A) to (6)—

*renumber* as schedule 3A, part 2, clause 8(4) to (7).

**16 Replacement of sch 3A, pt 2, cl 24 (Fixtures or structural changes—ss 207–209)**

Schedule 3A, part 2, clause 24—

*omit, insert—*

## **24 Fixtures or structural changes—ss 207–209**

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if—
  - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
  - (b) the lessor approves the request; and
  - (c) for body corporate premises—the body corporate approves the request.

*Note—*

Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must—
  - (a) decide the request—
    - (i) within 28 days after receiving the request; or
    - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
  - (b) advise the tenant of the lessor’s decision; and
  - (c) if the lessor approves the request and the premises are body corporate premises—
    - (i) state that the lessor’s approval is subject to the approval of the body corporate; and
    - (ii) give the request to the body corporate within 28 days after receiving the request; and

- (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor approves the request, the lessor must give the tenant an agreement that—
- (a) is in writing; and
  - (b) describes the nature of the fixture or structural change; and
  - (c) states any conditions of the agreement, including any conditions given by the body corporate.

*Examples of conditions—*

- that the tenant must maintain the fixture in a particular way
  - that the tenant must remove the fixture
  - that the tenant must repair damage caused by removing the fixture
  - that the lessor must compensate the tenant for the fixture if the tenant can not remove it
- (4) The tenant must comply with any conditions given by the lessor or body corporate.

- (5) In this clause—

***body corporate premises*** means premises—

- (a) that are part of a body corporate scheme; and
- (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

**24A Action by lessor for breach of agreement about fixture or structural change—s 209A**

- (1) This clause applies if—

- (a) the tenant attaches a fixture, or makes a structural change, to the premises; and
  - (b) the lessor's approval is required under section 208 to attach the fixture or make the structural change; and
  - (c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- (2) The lessor may—
- (a) take action for a breach of a term of this agreement; or
  - (b) waive the breach (that is, not take action for the breach) and treat the fixture or structural change as an improvement to the premises for the lessor's benefit (that is, treat the fixture or structural change as belonging to the lessor, without having to compensate the tenant for it).
- (3) In this clause—

*lessor's agreement* means the agreement given to the tenant by the lessor under section 208 about attaching the fixture, or making the structural change, to the premises.

## 17 Amendment of sch 4, pt 1 (Rooming accommodation agreement details)

- (1) Schedule 4, part 1, item 11—

*insert—*

*Note—*

See clause 6(3)(a).

- (2) Schedule 4, part 1, item 12, note, 'clause 6(5) to (7)'—

*omit, insert—*

clause 6(6) to (8)

**18 Amendment of sch 4, pt 2, cl 6 (When, how and where rent must be paid—ss 98–100)**

- (1) Schedule 4, part 2, clause 6(3)(a)—

*insert—*

*Note—*

At least 2 ways for the resident to pay the rent must be stated in this agreement. See section 98.

- (2) Schedule 4, part 2, clause 6—

*insert—*

- (4A) Also, the provider must declare any financial benefit the provider or provider’s agent may receive if the resident uses a particular way to pay rent.

- (3) Schedule 4, part 2, clause 6(4A) to (7)—

*renumber* as schedule 4, part 2, clause 6(5) to (8).

**19 Replacement of sch 4, pt 2, cl 21 (Fixtures or structural changes—ss 254–256)**

Schedule 4, part 2, clause 21—

*omit, insert—*

**21 Fixtures or structural changes—ss 254–255A**

- (1) The resident may attach a fixture, or make a structural change, to the rental premises only if—
- (a) the resident gives the provider a request, in the approved form, for approval to attach the fixture or make the structural change; and
  - (b) the provider approves the request; and
  - (c) for body corporate rental premises—the body corporate approves the request.

*Note—*

Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The provider must—
  - (a) decide the request—
    - (i) within 28 days after receiving the request; or
    - (ii) if the rental premises are not body corporate rental premises—within a longer period, if agreed to by the resident and provider; and
  - (b) advise the resident of the provider's decision; and
  - (c) if the provider approves the request and the rental premises are body corporate rental premises—
    - (i) state that the provider's approval is subject to the approval of the body corporate; and
    - (ii) give the request to the body corporate within 28 days after receiving the request; and
    - (iii) advise the resident as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the provider approves the request, the provider must give the resident an agreement that—
  - (a) is in writing; and
  - (b) describes the nature of the fixture or structural change; and



- (c) states any conditions of the agreement, including any conditions given by the body corporate.

*Examples of conditions—*

- that the resident must maintain the fixture in a particular way
  - that the resident must remove the fixture
  - that the resident must repair damage caused by removing the fixture
  - that the provider must compensate the resident for the fixture if the resident can not remove it
- (4) The resident must comply with any conditions given by the provider or body corporate.

- (5) In this clause—

***body corporate rental premises*** means rental premises—

- (a) that are part of a body corporate scheme; and
- (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

**21A Action by provider for breach of provider's agreement about fixture or structural change—s 256**

- (1) This clause applies if—
- (a) the resident attaches a fixture, or makes a structural change, to the rental premises; and
- (b) the provider's approval is required under section 255 to attach the fixture or make the structural change; and

- (c) the resident does not attach the fixture, or make the structural change, in accordance with the provider's agreement.
- (2) The provider may—
  - (a) take action for a breach of a term of this agreement; or
  - (b) waive the breach (that is, not take action for the breach) and treat the fixture or structural change as an improvement to the rental premises for the provider's benefit (that is, treat the fixture or structural change as belonging to the provider, without having to compensate the resident for it).
- (3) In this clause—

*provider's agreement* means the agreement given to the resident by the provider under section 255 about attaching the fixture, or making the structural change, to the rental premises.

## 20 Amendment of sch 7 (Dictionary)

Schedule 7—

*insert—*

*heavy vehicle*, for part 1A, see section 3A.

# Part 3 Amendment of State Penalties Enforcement Regulation 2014

## 21 Regulation amended

This part amends the *State Penalties Enforcement Regulation 2014*.

**22 Amendment of sch 1 (Infringement notice offences and fines for nominated laws)**

Schedule 1, entry for *Residential Tenancies and Rooming Accommodation Act 2008*—

*insert—*

s 57B(3)	2	10
s 57C(1)	2	10
s 57C(2)	2	10
s 57D(2)	2	10
s 76C(2)	2	10
s 76D(1)	2	10
s 76D(2)	2	10
s 76E(2)	2	10

#### ENDNOTES

- 1 Made by the Governor in Council on 6 March 2025.
- 2 Notified on the Queensland legislation website on 7 March 2025.
- 3 The administering agency is the Department of Housing and Public Works.

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