

REIQ Fact sheet – Changing Locks

The *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) (the **RTRA Act**), which governs residential tenancies in Queensland, has been amended by the Queensland Government.

The amendments regarding the changing of locks will commence on 1 October 2022 and are outlined below for lessors:

Grounds for changing locks

A lessor or tenant may only change a lock at the property if:

- the parties have agreed to the change;
- the lessor or tenant has a "reasonable excuse" for making the change (see below);
- the lessor or tenant believes the change is necessary because of an "emergency" (see below); or
- the lock is changed to comply with a QCAT order.

However, the tenant may also change a lock at the property if the tenant believes the change is necessary to protect themselves or another occupant from domestic violence and engages a locksmith or other qualified tradesperson to change the lock.

What is a "reasonable excuse"?

While "Reasonable excuse" is not defined in the RTRA Act, it might include circumstances where:

- the tenant has lost/damaged the keys and/or devices – the lock should be replaced for security purposes;
- you want to upgrade/replace the locking mechanism or fixture the lock is attached to; or
- a tenant leaves the property and does not return the keys and/or devices.

What would be classified as an "emergency"?

While "Emergency" is not defined in RTRA Act, it might include circumstances where it is necessary to secure the property if:

- a lock is damaged and the tenant cannot access the property; or
- the property has been broken into or there has been some other unauthorised entry.

Consent to change a lock

The parties must not act unreasonably in failing to agree to the change of a lock.

In accordance with s212 of the RTRA Act and standard term 21 of the Form 18a General Tenancy Agreement, if the lessor or the tenant does not agree to change a lock, please bear in mind this may be a breach of the GTA or RTRA Act. You should seek legal advice if you believe you have a reasonable ground to refuse a request from the tenant to change a lock.

Qualified Locksmith

If a lock has been changed by someone that is not qualified, you should contact your insurer as this may affect your insurance cover.

Providing a new key

If the tenant has changed a lock in accordance with the RTRA Act, the tenant must provide a copy of the key and/or device to you or your property manager unless QCAT orders that the key not be given to you. There is no prescribed time frame for this however, we will request a copy of the key and/or device immediately upon learning of the change of a lock. If the tenant fails to provide the keys after a request is made, then we may seek your instructions to issue a Notice to Remedy Breach.

If you are given a copy of the key and/or device by the tenant, you must not provide it to any person other than the tenant without the tenant's agreement or a reasonable excuse.

If we need to change a lock in accordance with the RTRA Act, we will provide a copy of the key and/or device to the tenant as soon as practicable.

Who pays for a change of lock?

The RTRA Act does not set out the party that is responsible for the cost of changing a lock, the lessor must supply and maintain the locks that are necessary to ensure the property is reasonably secure.

Who is responsible for the cost of changing a lock will depend on the circumstances, such as:

- if a lock needs to be replaced because it is damaged by the tenant, then the tenant is responsible;
- if a lock needs to be replaced due to fair wear and tear, then the lessor is responsible;
- if a lock is replaced because a key is lost or damaged by the tenant, then the tenant is responsible;
- if a lock is replaced because of a change in tenants, the lessor is responsible for the cost; and
- if there has been an unforced entry and a police report, the lessor is responsible for the cost.

A tenant may also change a lock at the Property if they believe it is necessary to protect themselves or another occupant of the property from domestic violence.

Other things to do

We recommend you also do the following:

- contact your insurer if major changes have been made to the property; and
- if the property is a lot in a Community Titles Scheme, review by-laws of the body corporate or other rules in place.

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