

Housing Legislation Amendment Bill 2021

Statement of Compatibility

Prepared in accordance with Part 3 of the *Human Rights Act 2019*

In accordance with sections 38 and 41 of the *Human Rights Act 2019*, I, Leeanne Enoch, Minister for Communities and Housing, Minister for Digital Economy and Minister for the Arts make this statement of compatibility with respect to the Housing Legislation Amendment Bill 2021 (the Bill). In my opinion, the Bill is compatible with the human rights protected by the *Human Rights Act 2019*. I base my opinion on the reasons outlined in this statement.

Overview of the Bill

The Bill amends the *Residential Tenancies and Rooming Accommodation Act 2008* and the Residential Tenancies and Rooming Accommodation Regulation 2009 and amends the Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020, SL No. 57 which provides for a number of time-limited COVID-19 response measures. The Bill also amends the *Retirement Villages Act 1999*.

Amendment of the *Residential Tenancies and Rooming Accommodation Act 2008*

The Bill amends the *Residential Tenancies and Rooming Accommodation Act 2008* and the Residential Tenancies and Rooming Accommodation Regulation 2009 to implement renting reforms relating to residential tenancies and rooming accommodation, including reforms relating to prescribed minimum housing standards, keeping of pets and grounds for ending tenancies. The Bill includes protections for tenants and residents who are victims of domestic violence, including a right to leave for those tenants and residents.

Amendment of the *Retirement Villages Act 1999*

The Bill amends the *Retirement Villages Act 1999* to establish a regulation-making power to exempt resident-operated retirement villages from the mandatory buyback requirements with criteria for exemption .

Human Rights Issues

Human rights relevant to the Bill (Part 2, Divisions 2 and 3 of the *Human Rights Act 2019*)

In my opinion, the human rights that are relevant to the amendments to the *Residential Tenancies and Rooming Accommodation Act 2008* and the *Residential Tenancies and Rooming Accommodation Regulation 2009* are as follows:

- Freedom of movement (section 19)
- Freedom of expression (section 21)
- Property rights (section 24)
- Privacy and reputation (section 25)

In my opinion, the human rights that are relevant to the amendments to the *Retirement Villages Act 1999* are Property rights (section 24).

For the reasons outlined below, I am of the view that the Bill is compatible with each of these human rights.

If the Bill is enacted and limits a human right, consideration of whether the limits are reasonable and demonstrably justifiable (section 13 of the *Human Rights Act 2019*)

Human rights relevant to the amendments to the *Residential Tenancies and Rooming Accommodation Act 2008* and *Residential Tenancies and Rooming Accommodation Regulation 2009*

Freedom of expression (section 21)

(a) the nature of the right

Section 21 of the *Human Rights Act 2019* provides that every person has the right to hold an opinion without interference and that every person has the right to freedom of expression which includes the freedom to seek, receive and impart information and ideas of all kinds, whether within or outside Queensland and whether orally, in writing, in print, by way of art or in another medium chosen by the person. Freedom of expression promotes the self-fulfilment of individuals in society and is the lifeblood of democracy, through informing debate and enabling accountability.

Various provisions of the Bill may limit the freedom of expression:

Requirements for advertisements

New sections 57A and 76A of the *Residential Tenancies and Rooming Accommodation Act 2008* may interfere with the right to freedom of expression by requiring advertisements advertising or offering residential tenancies and rooming accommodation to disclose information that will be prescribed in the *Residential Tenancies and Rooming Accommodation Regulation 2009*.

Confidentiality

The Bill will allow a tenant or resident to give a notice to end their interest in a residential tenancy agreement or rooming accommodation agreement if they cannot safely continue to occupy premises because of domestic violence committed against them, under new sections 308A and 381A. The tenant or resident is required to provide evidence supporting their notice, under new sections 308B and 381B. Sections 308I and 381I require the lessor or provider and their agent and employees not to disclose that evidence.

False or misleading information

New section 365A of the *Residential Tenancies and Rooming Accommodation Act 2008* makes it an offence for a lessor to provide false or misleading information in a notice to leave.

(b) the nature of the purpose of the limitation to be imposed by the Bill if enacted, including whether it is consistent with a free and democratic society based on human dignity, equality and freedom

The purpose of requiring advertisements to disclose information about the keeping of pets is to ensure that potential tenants and residents are provided with information to enable them to make informed decisions.

Restricting disclosure of evidence of domestic violence is intended to ensure that information is used for the purpose for which it was obtained and to protect the privacy and reputation of people who are experiencing domestic and family violence. Supporting tenants and residents who are experiencing domestic and family violence to end their interest in a tenancy or rooming accommodation agreement and enact plans to end the violence is consistent with a free and democratic society based on human dignity, equality and freedom. It is also consistent with the protection of the following human rights for tenants and residents: the right to life under section 16; the protection of families and children under section 26; and rights to liberty and security under section 29 of the *Human Rights Act 2019*.

Restricting the provision of false or misleading information in a notice to leave is to ensure that a tenancy is ended fairly and not on false grounds and this is consistent with dignity, equality and freedom.

(c) the relationship between the limitation to be imposed by the Bill if enacted, and its purpose, including whether the limitation helps to achieve the purpose

The limitation of requiring advertisements to disclose information about the keeping of pets is related to the purpose of informing tenants and residents because the additional information would inform tenants and residents of matters relevant to their decisions. The potential limit on the freedom of expression through requiring publication of this information helps to achieve the purpose of ensuring tenants and residents are informed.

The lessor or provider and their agent and employees would receive the information attesting that the person named in the notice to leave is experiencing domestic and family violence solely for the purpose of the tenant or resident ending their interest in the residential tenancy or rooming accommodation agreement. The potential limitation on the freedom of expression through the confidentiality provisions is consistent with the purpose for which the information would be collected. It helps to protect the privacy and reputation of the tenant or resident experiencing domestic and family violence and prevents misuse or inappropriate disclosure of the information. Misuse or disclosure of the information contained in the notice could reveal personal and sensitive information the tenant or resident may otherwise not have disclosed and could also put the existing tenant or resident at further risk of violence if their intention to leave or forwarding address is disclosed to the perpetrator of the violence. As such, the limitation also enhances the tenant or resident's rights to life under section 16; protection of families and children under section 26; and rights to liberty and security under section 29 of the *Human Rights Act 2019*.

Restricting the provision of false or misleading information in notices to leave helps achieve the purpose of ensuring a tenancy is ended fairly.

(d) whether there are any less restrictive (on human rights) and reasonably available ways to achieve the purpose of the Bill

Less restrictive ways of informing tenants and residents about the keeping pets are available, for example, through lessors and providers merely being required to specify that further information about pets is available on request, but are not as effective at achieving the purpose of ensuring that tenants and residents are fully informed about the keeping of pets as requiring information to be included in an advertisement.

No less restrictive and reasonably available ways have been identified to achieve the purpose of balancing improved support for tenants and residents experiencing domestic and family violence to enact plans to end the violence safely and to provide safeguards for lessors and providers from potential misuse of these protections by tenants or residents.

Given the seriousness of providing false or misleading information in a notice to leave and the importance of ensuring a tenancy is not unfairly ended, creating an offence for provision of false or misleading information in a notice to leave is considered to be the least restrictive and reasonably available way of ensuring tenancies are not unfairly ended.

(e) the balance between the importance of the purpose of the Bill, which, if enacted, would impose a limitation on human rights and the importance of preserving the human rights, taking into account the nature and extent of the limitation

It is important that tenants and residents have access to sufficient information to be able to make informed decisions and this outweighs any potential limitation on the freedom of expression that may arise from stipulating that an advertisement must include information about the keeping of pets.

The potential impact of the confidentiality provisions on the right to freedom of expression is minimal. I therefore consider that the importance of protecting potential victims of domestic violence, and thus the rights to life, protection of families and children and liberty and security of the person far outweigh the need to preserve the right to freedom of expression in this instance.

The importance of ensuring tenancies are not unfairly ended outweighs the freedom of expression that would be exercised through providing false or misleading information in notices to leave.

Freedom of movement and property rights (sections 19 and 24 of the *Human Rights Act 2019*)

(a) the nature of the rights

Freedom of movement

Under section 19 of the *Human Rights Act 2019*, every person lawfully within Queensland has the right to move freely within Queensland, enter or leave Queensland, and choose where they live. The underlying value of the right is freedom, which is a necessary precondition for a free

and democratic society and the right serves to protect individuals' liberty to choose where they live and travel within the State.

The Bill does not limit the lessor's or the tenant's freedoms to choose to live in premises. The Bill may indirectly limit a person's choice about where to live by restricting the lessor's right to decide who may live in the premises. For example, under section 290H, the lessor could not end a tenancy to allow their relative, who is not an immediate family member, to live in the premises. The only limitation on the freedom of movement is the minor limitation on the freedom of third parties, other than the lessor's immediate family members, to move into the premises.

Property rights

Section 24 provides that all persons have the right to own property alone or in association with others and that a person must not be arbitrarily deprived of the person's property. The ability to own and protect property historically underpins many of the structures essential to maintaining a free and democratic society based on human dignity, equality and freedom.

The right includes the protection from the *deprivation* of property. Deprivation in this sense has been held to include the substantial restriction on a person's use or enjoyment of their property. Property is likely to include all real and personal property interests recognised under general law (for example, interests in land, contractual rights and shares) and may include some statutory rights (especially if the right includes traditional aspects of property rights, such as to use, transfer, dispose and exclude). The right does not provide a right to compensation.

Various provisions of the Bill may limit property rights:

- The lessor's or provider's property rights in respect of premises would be affected because the lessor could no longer give a notice to end a periodic tenancy at their entire discretion. The lessor would no longer be able to end a tenancy without ground but would have access to a wider range of specific stated grounds in the legislation to end the tenancy, under amendments to sections 286, 291 and 372 and new sections 290B to 290G and 371A to 371E of the *Residential Tenancies and Rooming Accommodation Act 2008*. The removal of the right to end a tenancy without ground and its replacement with specific stated grounds to end the tenancy may have the effect of limiting the lessor's property rights in respect of premises. However, it also enhances the tenant's property rights in respect of premises by providing more certainty about the continuation of their tenancy through limiting the lessor's ability to terminate the lease to specific scenarios.
- Tenants would have access to a wider range of specific grounds to end the tenancy under new ss 307A-307D of the *Residential Tenancies and Rooming Accommodation Act 2008*. For example, a tenant may give a notice of intention to leave if the rental property does not comply with Minimum Housing Standards, under s 307A. Conferring additional rights on the tenant has the effect of limiting the lessor's rights under the residential tenancy agreement.
- New sections 188(5) and 253 of the *Residential Tenancies and Rooming Accommodation Act 2008* will limit the right to property of the lessor or provider as it

will provide that the obligations under sections 188 and 253 will not apply to any damage to the premises or inclusions attributable to domestic violence committed against the tenant or resident. The obligations under section 188 and 253 include the tenant's/resident's obligation to leave the premises and inclusions, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted. In this way, a situation involving damage to the lessor's or provider's property as a result of domestic violence may amount to a deprivation of property, with the lessor or provider having to bear the cost and burden of rectifying the damage done to the property. However, sections 188 and 253 do not alter the responsibilities of the tenant or resident for damage that is not attributable to domestic violence or the responsibilities of the person who committed the domestic violence and damage.

- The Bill will allow a tenant or resident who cannot safely continue to occupy premises due to domestic violence committed against them to give a notice to end their interest in a residential tenancy agreement or rooming accommodation agreement, under new sections 308A and 381A of the *Residential Tenancies and Rooming Accommodation Act 2008*. Conferring additional rights on the tenant or resident has the effect of limiting the lessor's and provider's rights under the residential tenancy and rooming accommodation agreements.
- The Bill includes provisions to support parties to reach agreement about keeping pets. The right to keep animals without the lessor's or provider's consent applies in relation to assistance dogs, guide dogs, hearing dogs, corrective services dogs and police dogs. The Bill also limits the grounds on which a lessor or provider may refuse consent for a tenant or resident to have a pet on premises. The lessor's or provider's right to use and enjoyment of their property may be limited by these provisions as the limitation on the lessor's right to refuse consent to keep animals on a rental property affects the lessor's ability to control how their property is used by the tenant or resident.
- The right to change locks without the lessor's or provider's consent is necessary to protect the tenant or resident from domestic violence being committed against the tenant or resident, for example, changing the locks under amended sections 211 and 251 of the *Residential Tenancies and Rooming Accommodation Act 2008*.
- Offence provisions in new sections 365B to 365D of the *Residential Tenancies and Rooming Accommodation Act 2008* will limit the right to property of a lessor as they prevent a lessor from letting premises for a period of either 6 months after a tenancy agreement ends. For example, if a residential tenancy ends after the lessor gives the tenant a notice to leave for sale contract, the lessor must not let the premises for 6 months, under s 365B.

The changes do not arbitrarily deprive a person of their property. The changes adjust the respective rights and obligations of lessors/providers and tenants/residents in respect of rental property.

- (b) the nature of the purpose of the limitation to be imposed by the Bill if enacted, including whether it is consistent with a free and democratic society based on human dignity, equality and freedom

The Queensland Government undertook a comprehensive consultation process and carefully considered the feedback from that process to develop the reforms that are in the Bill.

The context of the reforms includes that over a third of the estimated 1.65 million households in Queensland rent. A stable home enables people to achieve positive life outcomes such as good health, quality education and secure employment.

The Bill includes provisions relating to improving transparency around managing tenancies and ending tenancies and rooming accommodation agreements fairly. Amendments to sections 286, 291 and 372 and new sections 290B to 290G and 371A to 371E of the *Residential Tenancies and Rooming Accommodation Act 2008* are intended to provide a tenant or resident with more certainty about the continuation of their tenancy or rooming accommodation agreement by removing the lessor's unlimited discretion to end the tenancy without grounds and adding grounds to enable the lessor to end the tenancy in specific circumstances.

The minimum housing standards and repairs and maintenance provisions are intended to ensure that all Queensland rental properties are safe, secure and functional.

The provisions about renting with pets are intended to encourage parties to reach agreement between themselves about pets and allow pets without the lessor's consent in limited circumstances, for example, working dogs.

The provisions relating to domestic violence are intended to enable individuals to take steps towards protecting themselves against, and escaping from, domestic violence. In this way, these provisions limit the rights to property of the lessor or provider for the purpose of protecting the rights of the tenant or resident relating to life, liberty and security of the person and the protection of families and children.

The provisions which prevent a lessor from letting premises for a period after giving a notice to leave are intended to discourage lessors from falsely relying on a ground to end a tenancy agreement.

(c) the relationship between the limitation to be imposed by the Bill if enacted, and its purpose, including whether the limitation helps to achieve the purpose

Limiting the lessor's or provider's right to end tenancy and rooming accommodation agreements is necessary to achieve the purpose of providing a tenant or resident with more certainty about the duration of their tenancy.

Altering the respective rights and obligations of lessors and providers and tenants and residents in respect of premises through minimum housing standards and repairs and maintenance provisions and provisions about pets help achieve the purpose of supporting individuals and families to access safe and secure rental accommodation.

The rights to end a tenancy or rooming accommodation agreement and provisions about damage in cases of domestic violence help to achieve the purpose of supporting and protecting individuals from domestic and family violence by enabling them to take steps to protect themselves and escape the violence.

Preventing lessor's from letting premises for a period after a tenancy ends discourages lessor's from giving a notice to leave on false grounds.

(d) whether there are any less restrictive (on human rights) and reasonably available ways to achieve the purpose of the Bill

I believe that the objectives of the Bill cannot be achieved with provisions that are less restrictive on an individual's freedom to choose where to live or an individual's property rights.

To provide additional certainty for the tenant about the continuation of their tenancy it is necessary to remove the lessor's right to end a tenancy without ground and replace it with specific stated grounds for the lessor to end the tenancy. The specific grounds include grounds allowing the lessor to end the tenancy at the end of the term of a fixed term agreement and to end the tenancy so that the lessor can move into the premises themselves. I believe that it is necessary to include these and other specific grounds for the lessor to end the tenancy to ensure that the Bill adopts the least restrictive and reasonable available way of achieving the purposes of the Bill.

Under the Bill, a lessor retains a right to end a tenancy at the end of a fixed term. This preserves the lessor's right to property by preserving their ability to enter a fixed term agreement which may end at the end of the fixed term.

Under the Bill, a lessor retains a right to end a tenancy where the lessor or their immediate family needs to live in the premises. This preserves the lessor's right to choose to live in the premises. The adjustments to the respective rights and obligations of lessors or providers and tenants or residents in the Bill have been developed taking into account the results of extensive consultation. The Queensland Government modified its original reform proposals to take industry feedback into account and engaged an external economic specialist organisation to undertake a comprehensive economic analysis of the impact of the reforms.

I believe that the adjustments to the respective rights and obligations of lessors and providers and tenants and residents in respect of premises under the provisions of the Bill are the least restrictive and reasonably available ways to achieve the purpose of the Bill.

(e) the balance between the importance of the purpose of the Bill, which, if enacted, would impose a limitation on human rights and the importance of preserving the human rights, taking into account the nature and extent of the limitation

I believe that the purpose of supporting individuals and families to access safe and secure rental accommodation is more important than the minimal restrictions on an individual's freedom to choose where to live or an individual's property rights. The enhancement of the tenant's property rights through limiting the lessor's right to recover possession of their property also supports other rights of the tenant, including the right not to have their privacy, family, home or correspondence unlawfully or arbitrarily interfered with under section 25 of the *Human Rights Act 2019* and the entitlement of families and children to be protected, under section 26 of the *Human Rights Act 2019*. It supports these rights of the tenant by reducing the ability of a lessor to require a tenant and their family and children to leave their home, forcing them to try to find another home.

Privacy and reputation (section 25)

(a) the nature of the right

Section 25 of the *Human Rights Act 2019* provides that a person has the right not to have their privacy, family, home or correspondence unlawfully or arbitrarily interfered with and not to have their reputation unlawfully attacked. The right protects privacy in the sense of personal information, data collection and correspondence, as well as also extending to an individual's private life more generally.

Various provisions of the Bill may limit privacy:

Requirement to provide evidence supporting a notice to end an interest

The Bill will allow a tenant or resident who cannot safely continue to occupy premises because of domestic violence to give a notice to end their interest in a residential tenancy agreement or rooming accommodation agreement, under sections 308A and 381A. The tenant or resident's notice must be supported by evidence prescribed required by the approved form and by regulation, under new sections 308B and 381B. Sections 308I and 381I require the lessor or provider and their agent and employees not to disclose the evidence.

A human rights certificate would be required for a regulation prescribing evidence for the purposes of sections 308B and 381B, under section 41 of the *Human Rights Act 2019*.

Requirement to tell the cotenant or co-resident that the vacating tenant's interest has ended

Under new section 308E(3)(a), where a lessor has received a notice from a cotenant to end the tenancy due to domestic violence, the lessor must give a notice to each remaining cotenant that the vacating cotenant's interest in the residential tenancy agreement has ended within a specified timeframe, that being after the vacating tenant's interest ends in accordance with s308E(2). The notice also advises tenants that the agreement for the remaining tenants continues and that they may be required to top-up the rental bond. Section 381E(3)(a) is an equivalent provision applicable to rooming accommodation providers.

(b) the nature of the purpose of the limitation to be imposed by the Bill if enacted, including whether it is consistent with a free and democratic society based on human dignity, equality and freedom

The purpose of requiring evidence to support a notice to end a tenancy due to domestic violence is to ensure that individuals do not end the tenancy in circumstances where the ground for ending the tenancy does not arise.

Disclosure to the remaining cotenants of the fact that the vacating cotenant's interest will end is necessary so the remaining cotenants are aware that their tenancy agreement continues and that they may need to top-up the rental bond.

(c) the relationship between the limitation to be imposed by the Bill if enacted, and its purpose, including whether the limitation helps to achieve the purpose

The requirement to provide evidence of domestic violence helps to achieve the purpose of ensuring that the residential tenancy agreements and rooming accommodation agreements are only terminated in circumstances where the grounds for termination arise.

The requirement to tell the cotenant or co-resident that a tenant or resident's interest has ended is necessary for the remaining cotenants or co-residents to understand that their tenancy agreement continues and that they may need to top-up the rental bond.

(d) whether there are any less restrictive (on human rights) and reasonably available ways to achieve the purpose of the Bill

No less restrictive and reasonably available ways to ensure that grounds for termination of the cotenant's or co-resident's interest have been substantiated have been identified. To confine the limits on privacy, the lessor or provider and their agent and employees are not to disclose the evidence given to them.

The only way for remaining cotenants to understand why they must top-up a rental bond is to inform them that a notice has been given under sections 308A or 381A.

(e) the balance between the importance of the purpose of the Bill, which, if enacted, would impose a limitation on human rights and the importance of preserving the human rights, taking into account the nature and extent of the limitation

The importance of avoiding misuse of the power for a cotenant to end a tenancy outweighs the limitation on privacy that may arise from the requirement for the tenant to provide supporting evidence.

It is necessary to tell the cotenant or co-resident that the vacating tenant's interest has ended and this outweighs the possible limitation on the vacating tenant's privacy.

Human rights relevant to the amendments to the *Retirement Villages Act 1999*

Property rights (section 24)

(a) the nature of the rights

Section 24 provides that all persons have the right to own property alone or in association with others and that a person must not be arbitrarily deprived of the person's property. The ability to own and protect property historically underpins many of the structures essential to maintaining a free and democratic society based on human dignity, equality and freedom.

The right includes the protection from the *deprivation* of property. Deprivation in this sense has been held to include the substantial restriction on a person's use or enjoyment of their property. Property is likely to include all real and personal property interests recognised under general law (for example, interests in land, contractual rights and shares) and may include some statutory rights (especially if the right includes traditional aspects of property rights, such as to use, transfer, dispose and exclude). The right does not provide a right to compensation.

A former resident's property rights may be affected by the new section 70E of the *Retirement Villages Act 1999* which provides that sections 63(1)(c) and 63A of the *Retirement Villages Act 1999* do not apply to the scheme operator of an exempt scheme. The scheme operator of an exempt scheme is no longer obliged to pay the exit entitlement of the former resident to the person entitled to receive it on or before the day that is 18 months after the termination date or any later day fixed by the tribunal by an order under section 171A of the *Retirement Villages Act 1999* and is no longer required to enter into and complete a contract to purchase the former resident's freehold property under section 63A of the *Retirement Villages Act 1999*. The removal of these requirements may have the effect of limiting the former resident's property rights in respect of the disposal of the former resident's freehold property.

The changes do not arbitrarily deprive a former resident of their property. The changes adjust the respective rights and obligations of the scheme operator and the former resident of a resident-operated village in respect of the disposal of the former resident's freehold property.

(b) the nature of the purpose of the limitation to be imposed by the Bill if enacted, including whether it is consistent with a free and democratic society based on human dignity, equality and freedom

The Queensland Government considered feedback from an independent expert panel review into the timeframes for the current 'buyback' laws for retirement villages to develop the reforms that are in the Bill.

The buyback laws were first introduced in 2017 and were amended in 2019 to ensure that residents holding freehold title to their units received funds payable to them on unit resale within a prescribed timeframe after the resident left the village permanently. The amendments ensured that all residents were provided the same protections if they had freehold title or held the units under a lease or license.

The reforms under the Bill have been developed in the context of certain resident-operated villages which, unlike commercial or not-for-profit retirement villages, do not have sufficient revenue and assets to cover the mandatory purchase of a freehold unit.

The independent expert panel review found that an unintended consequence of the mandatory buyback requirements was the significant emotional impacts for the small class of resident-operated retirement villages in Queensland.

The Bill introduces provisions to address the unintended consequences of the mandatory buyback requirements by exempting resident-operated villages from complying with the provisions under sections 63(1)(c) and 63A of the *Retirement Villages Act 1999*.

(c) the relationship between the limitation to be imposed by the Bill if enacted, and its purpose, including whether the limitation helps to achieve the purpose

Limiting the former resident's right to receive an exit entitlement from the scheme operator or to have the resident's freehold property purchased by the scheme operator is necessary to eliminate the unintended consequences of the mandatory buyback requirements.

Altering the respective rights and obligations of former residents and the scheme operator in respect of the disposal of a former resident's freehold property helps to achieve the purpose of reducing any potential financial hardship and the emotional impacts for the residents living within resident-operated retirement villages in Queensland who would otherwise be required to comply with the buyback requirements.

(d) whether there are any less restrictive (on human rights) and reasonably available ways to achieve the purpose of the Bill

I believe that the objectives of the Bill cannot be achieved with provisions that are less restrictive on an individual's property rights.

The adjustments to the respective rights and obligations of former residents and scheme operators in the Bill have been developed taking into account the results of extensive consultation. The Queensland Government provided a free support service for these villages and engaged an external independent panel to undertake a comprehensive review of the impact of the reforms.

I believe that the adjustments to the respective rights and obligations of former residents and scheme operators of resident-operated retirement villages in respect of the disposal of former residents' freehold property under the provisions of the Bill are the least restrictive and reasonably available ways to achieve the purpose of the Bill.

(e) the balance between the importance of the purpose of the Bill, which, if enacted, would impose a limitation on human rights and the importance of preserving the human rights, taking into account the nature and extent of the limitation

I believe that the purpose of eliminating the unintended consequences of the mandatory buyback requirements for resident-operated retirement villages is more important than the minimal restrictions on a former resident's property rights. I note that a former resident retains their right to transfer or dispose of their freehold property and that the provisions of the Bill do not alter a former resident's basic property rights.

Conclusion

In my opinion, the Housing Legislation Amendment Bill 2021 is compatible with human rights under the *Human Rights Act 2019* because it limits a human right only to the extent that is reasonable and demonstrably justifiable in accordance with section 13 of the Act.

Leanne Enoch MP
Minister for Communities and Housing,
Minister for Digital Economy and
Minister for the Arts