

*I hereby certify that this PUBLIC BILL has finally passed the  
Legislative Assembly of Queensland.*

*Legislative Assembly Chamber,  
Brisbane,*

*The Clerk of the Parliament.*

*20 October 2021*

*In the name and on behalf of the Queen, I assent to this Bill.*

*Paul de Jersey*

*Government House,*

*Brisbane,*

*20 October 2021*



Queensland

**No. 19 of 2021**

**A BILL for**

**An Act to amend the Residential Tenancies and Rooming Accommodation Act 2008, the Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020, the Residential Tenancies and Rooming Accommodation Regulation 2009 and the Retirement Villages Act 1999 for particular purposes**



## Queensland

# Housing Legislation Amendment Bill 2021

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# 2021

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## A Bill

for

***An Act to amend the Residential Tenancies and Rooming Accommodation Act 2008, the Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020, the Residential Tenancies and Rooming Accommodation Regulation 2009 and the Retirement Villages Act 1999 for particular purposes***

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[s 1]

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**The Parliament of Queensland enacts—**

## **Chapter 1      Preliminary**

### **1      Short title**

This Act may be cited as the *Housing Legislation Amendment Act 2021*.

### **2      Commencement**

The following provisions commence on a day to be fixed by proclamation—

- (a) chapter 2, part 3;
- (b) sections 98 and 100;
- (c) schedule 1, part 2.

## **Chapter 2      Amendment of Residential Tenancies and Rooming Accommodation Act 2008**

### **Part 1      Preliminary**

#### **3      Act amended**

This chapter amends the *Residential Tenancies and Rooming Accommodation Act 2008*.

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*Note—*

See also the amendments in schedule 1.

## **Part 2                      Amendments commencing on assent**

### **4              Replacement of s 110 (Application of pt 3)**

Section 110—

*omit, insert—*

#### **110 Application of part**

- (1) This part applies to rental bonds—
- (a) paid for residential tenancy agreements; or
  - (b) paid for rooming accommodation agreements; or
  - (c) paid by boarders and lodgers.

*Note—*

See section 433 for the matters to which the tribunal must have regard in deciding whether a person is a boarder or lodger.

- (2) For the purpose of applying this part to a rental bond paid by a boarder or lodger—
- (a) a reference to a resident is taken to be a reference to the boarder or lodger; and
  - (b) a reference to a provider is taken to be a reference to the person providing the accommodation to the boarder or lodger; and
  - (c) a reference to a rooming accommodation agreement is taken to be a reference to the arrangement under which accommodation is provided to the boarder or lodger.

[s 5]

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## 5 Amendment of s 111 (Meaning of *rental bond*)

(1) Section 111(1)—

*omit, insert—*

(1) A ***rental bond*** is an amount—

(a) for a residential tenancy agreement—

(i) paid by or for the tenant under the agreement; and

(ii) intended to be available for the financial protection of the lessor against the tenant breaching the agreement; or

(b) for a rooming accommodation agreement—

(i) paid by or for the resident under the agreement; and

(ii) intended to be available for the financial protection of the provider against the resident breaching the agreement.

(2) Section 111(3)(d), ‘agreement or arrangement’—

*omit, insert—*

residential tenancy agreement or rooming accommodation agreement

## 6 Replacement of s 113 (Contributor for a rental bond)

Section 113—

*omit, insert—*

### 113 Who is a ***contributor*** for a rental bond

(1) A person is a ***contributor*** for a rental bond for a residential tenancy agreement if—

- (a) for an agreement with 1 tenant—the person is the tenant; or
  - (b) for an agreement with more than 1 tenant—
    - (i) the person is 1 of the tenants; and
    - (ii) the authority is satisfied the person is responsible for payment of all or part of the bond.
- (2) A person is a **contributor** for a rental bond for a rooming accommodation agreement if—
  - (a) for an agreement with 1 resident—the person is the resident; or
  - (b) for an agreement with more than 1 resident—
    - (i) the person is 1 of the residents; and
    - (ii) the authority is satisfied the person is responsible for payment of all or part of the bond.
- (3) Without limiting subsection (1)(b)(ii) or (2)(b)(ii), the authority may be satisfied a person is responsible for payment of all or part of a rental bond because—
  - (a) the rental bond notice for the agreement indicates the person paid the bond or contributed to payment of the bond; or
  - (b) a tenant or resident—
    - (i) is shown on the rental bond notice for the agreement to have paid the bond; and
    - (ii) has given the authority a written notice naming the person as a contributor for the bond; or
  - (c) a former tenant or former resident—



[s 7]

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- (i) is shown on the rental bond notice for the agreement to have contributed to payment of the bond; and
- (ii) has given the authority a written notice naming the person as a contributor for the bond in place of the former tenant or former resident.

**7 Replacement of s 127 (Joint application by lessor and contributor)**

Section 127—

*omit, insert—*

**127 Joint application by contributor and lessor or provider**

- (1) This section applies if the application is made jointly by the contributor and—
  - (a) for a rental bond for a residential tenancy agreement—the lessor; or
  - (b) for a rental bond for a rooming accommodation agreement—the provider.
- (2) The authority must make each payment as directed by the application.

**8 Insertion of new ch 2, pt 3, div 3, sdiv 3A**

Chapter 2, part 3, division 3—

*insert—*

**Subdivision 3A Payment of bond if applicant affected by domestic violence**

### **135A Application of subdivision**

- (1) This subdivision applies to an application to the authority for payment of a rental bond made by a tenant or resident who, after experiencing domestic violence—
  - (a) ended a residential tenancy agreement or an interest in an agreement under chapter 5, part 1, division 3, subdivision 2A; or
  - (b) ended a rooming accommodation agreement or an interest in an agreement under chapter 5, part 2, division 3, subdivision 2A.
- (2) If an application to the authority for payment of a rental bond is made by a person mentioned in subsection (1), subdivisions 2 and 3 do not apply to the application.
- (3) To remove any doubt, it is declared that this subdivision applies to the application regardless of the number of contributors for the rental bond.

### **135B Joint application by contributor and lessor or provider**

- (1) This section applies if the application is made jointly by the contributor and—
  - (a) for a rental bond for a residential tenancy agreement—the lessor; or
  - (b) for a rental bond for a rooming accommodation agreement—the provider.
- (2) The authority must make each payment as directed by the application.

### **135C Application only by lessor or provider**

- (1) This section applies if the application is made only by the lessor or provider.

[s 9]

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- (2) If the application directs that a payment be made to the contributor, the authority must make the payment.
- (3) If the application directs that a payment be made to the lessor or provider—
  - (a) the authority must make the payment as required under subdivision 4; and
  - (b) the contributor is the interested person for the payment.

### **135D Application only by contributor**

- (1) This section applies if the application is made by the contributor only.
- (2) If the application directs that a payment be made to the lessor or provider, the authority must make the payment.
- (3) If the application directs that a payment be made to the contributor—
  - (a) the authority must make the payment as required under subdivision 4; and
  - (b) the lessor or provider is the interested person for the payment.

## **9 Replacement of s 136 (Payment for which notice must be given)**

Section 136—

*omit, insert—*

### **136 Notice of application for payment of rental bond**

- (1) This section applies if—

- (a) the authority receives an application for payment of a rental bond under section 125; and
  - (b) under subdivision 2, 3 or 3A, there are 1 or more interested persons for the payment directed to be made under the application.
- (2) The authority must give written notice of the application to each interested person.

**136A Response by interested person to application for payment of rental bond**

- (1) This section applies if the authority gives an interested person written notice of an application for payment of a rental bond.
- (2) The interested person may, within 14 days after receiving the written notice, make a dispute resolution request to the authority about the payment.

*Note—*

See section 402 for making a dispute resolution request.

**136B Application to tribunal if conciliation process ends without conciliated resolution**

- (1) This section applies if—
  - (a) an interested person makes a dispute resolution request about payment of a rental bond mentioned in section 136A; and
  - (b) the conciliation process ends without a conciliated resolution being reached; and
  - (c) the authority gives the interested person written notice about the ending of the conciliation process.
- (2) The interested person may apply to the tribunal

for an order about the payment of the rental bond.

- (3) The application must be made within 7 days after the interested person is given the written notice from the authority about the ending of the conciliation process.
- (4) If the interested person applies to the tribunal for an order about the payment of the rental bond, the person must give the authority written notice of the application.

### **136C Extension of time to apply to tribunal**

- (1) This section applies if, under section 136B, an interested person may apply to the tribunal for an order about the payment of a rental bond.
- (2) The interested person may, within the claim period, make a written request to the authority for an extension of the claim period of up to 3 days.
- (3) The authority may grant the request only if the authority is satisfied there is sufficient reason to extend the claim period.

*Examples of a sufficient reason—*

- 1 The interested person did not receive the written notice under section 136B(1)(c) because the mail was affected by a natural disaster.
  - 2 The interested person was hospitalised during the claim period.
- (4) In this section—

***claim period***, for an application under section 136B, means the period within which the application must be made under that section.

### **136D Tribunal order about payment of rental bond**

- (1) This section applies if, under section 136B, an interested person applies to the tribunal for an

order about the payment of a rental bond.

- (2) The tribunal may make any order about payment of the rental bond the tribunal considers appropriate having regard to—
  - (a) for a residential tenancy agreement—
    - (i) the efforts made by the tenant to comply with the tenant's obligation under section 188(4); and
    - (ii) the lessor and tenant's compliance with this Act for the agreement; and
    - (iii) the evidence supporting any claim on all or part of the rental bond; or
  - (b) for a rooming accommodation agreement—
    - (i) the efforts made by the resident to comply with the resident's obligation under section 253(i); and
    - (ii) the provider and resident's compliance with this Act for the agreement; and
    - (iii) the evidence supporting any claim on all or part of the rental bond.
- (3) However, the tribunal's order must not have the effect of penalising a tenant or resident for any damage, caused by an act of domestic violence committed against the tenant or resident, to—
  - (a) for a residential tenancy agreement—the premises or inclusions; or
  - (b) for a rooming accommodation agreement—the resident's room or inclusions.

### **136E Payment of rental bond after dispute resolution process**

- (1) This section applies if—
- (a) the authority receives an application for payment of a rental bond under section 125; and
  - (b) under subdivision 2, 3 or 3A, there are 1 or more interested persons for the payment directed to be made under the application.

*Note—*

See section 136 for the requirement that the authority give each interested person written notice of the application.

- (2) The authority must make the payment as directed by the application if—
- (a) no dispute resolution requests are made about the payment under section 136A; or
  - (b) 1 or more dispute resolution requests are made about the payment under section 136A but all the requests are withdrawn; or
  - (c) all of the following apply—
    - (i) 1 or more dispute resolution requests are made about the payment under section 136A;
    - (ii) the conciliation process for each dispute resolution request ends without a conciliated resolution;
    - (iii) none of the interested persons, given notice about the ending of the conciliation process, gives the authority notice of the person applying to the tribunal for an order about the payment under section 136B; or
  - (d) all of the following apply—

- (i) 1 or more dispute resolution requests are made about the payment;
- (ii) the conciliation process for each dispute resolution request ends without a conciliated resolution;
- (iii) 1 or more of the interested persons, given notice about the ending of the conciliation process, apply to the tribunal for an order about the payment under section 136B but all of the applications are withdrawn.

## 10 **Amendment of s 139 (Limitation affecting payment)**

- (1) Section 139, heading, before ‘payment’—

*insert—*

**early**

- (2) Section 139(3)—

*insert—*

*Note—*

See sections 127(2), 128(2), 129(2), 131, 132(2), (3) or (4), 133(2), 134(2), 135B(2), 135C(2) or 135D(2) for payments to which subsection (3) applies.

- (3) Section 139—

*insert—*

- (4) Subsection (5) applies if the application for payment of the rental bond was made by a tenant or resident who, after experiencing domestic violence—
  - (a) ended a residential tenancy agreement or an interest in an agreement under chapter 5, part 1, division 3, subdivision 2A; or



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- (b) ended a rooming accommodation agreement or an interest in an agreement under chapter 5, part 2, division 3, subdivision 2A.
- (5) The authority must not pay a rental bond for a residential tenancy agreement or rooming accommodation agreement if the authority knows the applicant has not vacated the premises.

**11 Amendment of s 144 (Sdivs 3 and 4 apply subject to this subdivision)**

- (1) Section 144, heading ‘3 and 4’—  
*omit, insert—*  
**3, 3A and 4**
- (2) Section 144(1), ‘3 and 4’—  
*omit, insert—*  
**3, 3A and 4**
- (3) Section 144(2)(a), ‘subdivision 3, including section 131’—  
*omit, insert—*  
**subdivision 3 or 3A**
- (4) Section 144(2)(b) and (c)—  
*omit, insert—*
  - (b) subdivision 4 applies with any modifications necessary because the chief executive is taken to be an interested person.

**12 Amendment of s 173 (Certain terms about penalties and other payments void)**

- (1) Section 173(2) and (3)—  
*omit, insert—*
  - (2) However, subsection (1) does not apply to a term

of an agreement requiring the tenant to pay the reasonable costs incurred by the lessor in reletting the premises if the term complies with section 357A.

- (2) Section 173(4), penalty, ‘subsection (4)’—

*omit, insert—*

subsection (3)

- (3) Section 173(4)—

*renumber* as section 173(3).

### **13 Amendment of s 178 (Certain terms about penalties and other payments void)**

- (1) Section 178(2) and (3)—

*omit, insert—*

- (2) However, subsection (1) does not apply to a term of an agreement requiring the resident to pay the reasonable costs incurred by the provider in reletting the resident’s room if the term complies with section 396A.

- (2) Section 178(4), penalty, ‘subsection (4)’—

*omit, insert—*

subsection (3)

- (3) Section 178(4)—

*renumber* as section 178(3).

### **14 Amendment of s 188 (Tenant’s obligations generally)**

Section 188—

*insert—*

- (5) However, the tenant’s obligations under this section do not apply to the extent the obligations

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would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

## **15 Amendment of s 205 (Tenant's name and other details)**

Section 205(3)—

*omit, insert—*

(3) Subsection (2)—

- (a) applies only if the lessor or lessor's agent asks the tenant in writing to state the new address; but
- (b) does not apply to a tenant who, after experiencing domestic violence, ended the residential tenancy agreement, or the tenant's interest in the residential tenancy agreement, under chapter 5, part 1, division 3, subdivision 2A.

## **16 Replacement of s 211 (Changing locks)**

Section 211—

*omit, insert—*

### **211 Changing locks**

- (1) The lessor or tenant may change a lock at the premises only if—
  - (a) the other party to the residential tenancy agreement agrees to the change; or
  - (b) the lessor or tenant has a reasonable excuse for making the change; or
  - (c) the lessor or tenant believes the change is necessary because of an emergency; or

- (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant—
  - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
  - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to the residential tenancy agreement a key for the changed lock, unless—
  - (a) the other party agrees to not being given the key; or
  - (b) a tribunal orders that the key not be given to the other party.
- (4) If the tenant changes a lock under subsection (2) and gives the lessor a key for the changed lock, the lessor must not give a key for the changed lock to any person other than the tenant without the tenant's agreement or a reasonable excuse.

Maximum penalty—50 penalty units.

- (5) The right of the lessor or tenant to change a lock at the premises under this section is subject to a body corporate law or a body corporate by-law that applies to the premises.
- (6) In this section—

***body corporate law*** means the *Body Corporate and Community Management Act 1997* or the *Building Units and Group Titles Act 1980*.

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**17 Amendment of s 212 (Agreement about changing locks)**

Section 212(2)—

*omit.*

**18 Amendment of s 217 (Notice of damage)**

Section 217—

*insert—*

- (5) This section does not apply to a tenant for damage caused by an act of domestic violence experienced by the tenant.

**19 Amendment of s 251 (Changing locks)**

- (1) Section 251(1)(b), ‘tenant’s’—

*omit, insert—*

resident’s

- (2) Section 251—

*insert—*

- (3) Also, the provider must change or repair the lock if the request states it is made for the purpose of protecting the resident from domestic violence.
- (4) If the provider changes a lock under subsection (3), the provider must not give a key for the changed lock to any person other than the resident without the resident’s agreement or a reasonable excuse.

Maximum penalty—50 penalty units.

**20 Amendment of s 253 (Resident’s obligations generally)**

- (1) Section 253(g), ‘tenancy’—

*omit, insert—*

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rooming accommodation agreement

(2) Section 253—

*insert—*

- (2) However, the resident's obligations under subsection (1) do not apply to the extent the obligations would have the effect of requiring the resident to repair, or compensate the provider for, damage to the resident's room or inclusions caused by an act of domestic violence experienced by the resident.

## **21 Replacement of s 277 (Ending of residential tenancy agreements)**

Section 277—

*omit, insert—*

### **277 Ending of residential tenancy agreements**

A residential tenancy agreement ends only in 1 of the following ways—

- (a) the lessor and tenant agree, in a separate written document, to end the residential tenancy agreement;
- (b) the lessor gives the tenant a notice to leave under section 326 and the tenant hands over vacant possession of the premises on or before the handover day for the notice;
- (c) the tenant gives the lessor a notice of intention to leave under section 327 and hands over vacant possession of the premises on or before the handover day for the notice;
- (d) if there is only 1 tenant for the agreement—
  - (i) the tenant gives the lessor a notice ending tenancy interest, and hands over

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vacant possession of the premises, in accordance with division 3, subdivision 2A; or

- (ii) the tenant dies;

*Note—*

See section 324A in relation to the death of a sole tenant.

- (e) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317;
- (f) the tenant abandons the premises and the period for which the tenant has paid rent has ended;

*Note—*

See division 8 for alternative procedures the lessor needs to follow in relation to abandonment of the premises.

- (g) the tribunal makes an order terminating the agreement.

*Note—*

See division 6 for the making of termination orders by the tribunal.

## **22 Insertion of new ch 5, pt 1, div 3, sdiv 2A**

Chapter 5, part 1, division 3—

*insert—*

### **Subdivision 2A Domestic violence**

#### **308A Victim's right to leave**

- (1) This section applies if a tenant believes the tenant can no longer safely continue to occupy the

premises because of domestic violence experienced by the tenant.

- (2) The tenant may end the tenant's interest in the residential tenancy agreement by giving the lessor a notice ending tenancy interest.

### **308B Notice ending tenancy interest**

- (1) A notice given by a tenant exercising the right under section 308A to end the tenant's interest in a residential tenancy agreement must—
  - (a) be in the approved form; and
  - (b) be supported by the evidence prescribed by regulation.
- (2) For subsection (1)(b), the notice is supported by evidence prescribed for the subsection if—
  - (a) a copy of the evidence accompanies the notice; or
  - (b) the tenant allows the lessor or lessor's agent to inspect the evidence.
- (3) A notice that complies with this section is a ***notice ending tenancy interest***.

### **308C Lessor's response to notice ending tenancy interest**

- (1) This section applies if a tenant (the ***vacating tenant***) gives the lessor a notice ending tenancy interest.
- (2) The lessor must, within 7 days after receiving the notice ending tenancy interest, inform the vacating tenant whether the lessor proposes to apply to the tribunal under section 308H to have the notice set aside because it does not comply with section 308B.



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- (3) Also, if there are other tenants for the residential tenancy agreement, the lessor must inform the vacating tenant—
  - (a) that the other tenants will be informed that the tenant is vacating the premises; and
  - (b) when the other tenants will be informed that the tenant is vacating the premises; and
  - (c) that the residential tenancy agreement continues for the other tenants.

### **308D Effect of notice ending tenancy interest if sole tenant**

- (1) This section applies if—
  - (a) a tenant gives the lessor a notice ending tenancy interest; and
  - (b) the tenant is the sole tenant for the residential tenancy agreement.
- (2) The residential tenancy agreement ends on the later of the following days—
  - (a) the day that is 7 days after the notice ending tenancy interest is given to the lessor;
  - (b) the day the tenant hands over vacant possession of the premises.

#### *Note—*

See section 125 and chapter 2, part 3, division 3, subdivision 3A in relation to the tenant applying to the authority for payment of the rental bond for the residential tenancy agreement.

### **308E Effect of notice ending tenancy interest if more than 1 tenant**

- (1) This section applies if—

- (a) a tenant (the *vacating tenant*) gives the lessor a notice ending tenancy interest; and
  - (b) the vacating tenant is not the sole tenant for the residential tenancy agreement.
- (2) The vacating tenant's interest in the residential tenancy agreement ends on the later of the following days—
- (a) the day that is 7 days after the notice ending tenancy interest is given to the lessor;
  - (b) the day the tenant vacates the premises.

*Note—*

See section 125 and chapter 2, part 3, division 3, subdivision 3A in relation to the vacating tenant applying to the authority for payment of the rental bond for the residential tenancy agreement.

- (3) After the vacating tenant's interest in the residential tenancy agreement ends, the lessor must give each remaining tenant for the agreement a written notice (a *continuing interest notice*) stating—
- (a) the vacating tenant's interest in the agreement has ended; and
  - (b) the agreement continues for the remaining tenant, and any other remaining tenants, on the same terms; and
  - (c) if the remaining tenants are required to top up the rental bond under section 308F—
    - (i) the remaining tenants are required to top up the rental bond; and
    - (ii) the amount the remaining tenants must pay to top up the rental bond; and
    - (iii) the day by which the top up must be made.

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- (4) The day stated in the continuing interest notice under subsection (3)(c)(iii) must not be earlier than 1 month after the notice is given to all of the remaining tenants.
- (5) The lessor must give all of the remaining tenants the continuing interest notice—
  - (a) no later than 14 days after the vacating tenant's interest ends; but
  - (b) not earlier than 7 days after the vacating tenant's interest ends.
- (6) To remove any doubt, it is declared that after the vacating tenant's interest in the residential tenancy agreement ends, the agreement continues on the same terms but with the parties to the agreement being the lessor and the remaining tenants.

### **308F Top ups of rental bond**

- (1) This section applies in relation to a residential tenancy agreement if—
  - (a) the amount held by the authority for the rental bond for the agreement is less than the amount of the rental bond required under the agreement; and
  - (b) the shortfall mentioned in paragraph (a) occurred because a tenant's interest in the agreement ended under section 308E(2); and
  - (c) all of the remaining tenants for the agreement have been given a continuing interest notice under section 308E(3).
- (2) The remaining tenants must top up the rental bond within 1 month after the last of the remaining tenants is given the continuing interest notice.

- (3) The remaining tenants *top up* the rental bond by paying an amount to the lessor that restores the rental bond to the full amount required under the residential tenancy agreement.

### **308G Particular costs not recoverable**

- (1) This section applies if—
  - (a) a residential tenancy agreement ends under section 308D(2); or
  - (b) a tenant's interest in a residential tenancy agreement ends under section 308E(2).
- (2) The tenant is not liable for any of the following costs—
  - (a) costs relating to the ending of the residential tenancy agreement or interest;
  - (b) costs relating to goods left at the premises by the tenant;
  - (c) costs relating to reletting the premises.
- (3) This section applies despite any provision of this Act, or any term of the residential tenancy agreement, to the contrary.

### **308H Application to tribunal about notice ending tenancy interest**

- (1) This section applies if a tenant gives, or purports to give, the lessor a notice ending tenancy interest.
- (2) The lessor may, within 7 days after receiving the notice, apply to the tribunal for an order setting aside the notice because it does not comply with section 308B.
- (3) The tribunal may make the order only if satisfied the notice does not comply with section 308B.

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- (4) In deciding whether to make the order, the tribunal—
  - (a) must have regard to whether or not the evidence supporting the notice is the evidence required under section 308B(1)(b); but
  - (b) must not examine—
    - (i) whether or not the tenant experienced domestic violence; or
    - (ii) the tenant's belief as to whether or not the tenant could safely continue to occupy the premises.

### **308I Confidentiality**

- (1) This section applies to any of the following persons who have had access to evidence supporting a notice ending tenancy interest—
  - (a) the lessor;
  - (b) the lessor's agent;
  - (c) a person (an *employee*) who has access to the evidence in the course of the person's employment by the lessor or lessor's agent.
- (2) The person must not disclose the evidence to anyone except in the following circumstances—
  - (a) the lessor disclosing the evidence to the lessor's agent;
  - (b) the lessor's agent disclosing the evidence to the lessor;
  - (c) an employee of the lessor or lessor's agent disclosing the evidence to the lessor or agent;

- (d) the person disclosing the evidence to a lawyer while obtaining legal advice;
- (e) the person disclosing the evidence in a proceeding in a court or tribunal;
- (f) the person disclosing the evidence as required by a law.

Maximum penalty—100 penalty units.

## **23 Insertion of new ch 5, pt 1, div 4A**

Chapter 5, part 1—

*insert—*

### **Division 4A Death of sole tenant**

#### **324A Death of sole tenant**

- (1) If a sole tenant dies, the residential tenancy agreement ends on the earliest of the following—
  - (a) 14 days after the tenant's personal representative or relative gives the lessor written notice that the agreement ends because of the tenant's death;
  - (b) 14 days after the lessor gives the tenant's personal representative or relative written notice that the agreement ends because of the tenant's death;
  - (c) the day agreed between the lessor and the tenant's personal representative or relative;
  - (d) the day decided by the tribunal on application by the lessor.
- (2) However, if no notice is given, or agreement or application is made, under subsection (1), the residential tenancy agreement ends—

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- (a) if the agreement is a short tenancy (moveable dwelling)—2 days after the tenant's death; or
- (b) otherwise—1 month after the tenant's death.
- (3) Nothing prevents the withdrawal of a notice or application under subsection (1) so that a day may be agreed under subsection (1)(c).

## **24 Insertion of new s 357A**

Before section 358—

*insert—*

### **357A Reletting costs**

- (1) A residential tenancy agreement may include a term requiring the tenant to pay the reasonable costs incurred by the lessor in reletting the premises if—
  - (a) the agreement is for a fixed term; and
  - (b) the tenant is made liable under the term only if the tenant ends the agreement other than in a way permitted under this Act; and
  - (c) the tenant's liability under the term is limited to the reasonable costs incurred by the lessor in reletting the premises.
- (2) A term of a residential tenancy agreement requiring the tenant pay reletting costs—
  - (a) is void if the term does not comply with subsection (1); and
  - (b) does not apply if after experiencing domestic violence, the tenant ended the agreement or the tenant's interest in the agreement under chapter 5, part 1, division 3, subdivision 2A.

**25 Replacement of s 366 (Ending of rooming accommodation agreements)**

Section 366—

*omit, insert—*

**366 Ending of rooming accommodation agreements**

A rooming accommodation agreement ends only in 1 of the following ways—

- (a) the provider and resident agree, in a separate written document, to end the rooming accommodation agreement;
- (b) the provider gives the resident a notice under this part requiring the resident to leave the rental premises and the resident leaves the premises;
- (c) the resident or provider gives a notice under this part terminating the agreement on a stated day;
- (d) if there is only 1 resident for the agreement—
  - (i) the resident gives the provider a notice ending residency interest, and vacates the rental premises, in compliance with the requirements under division 3, subdivision 2A; or
  - (ii) the resident dies;

*Note—*

See section 387A in relation to the death of a sole resident.

- (e) the resident vacates, or is removed from, the rental premises after receiving a notice from a mortgagee or appointed person under section 384;



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- (f) the resident abandons the resident's room and the period for which the resident has paid rent has ended;

*Note—*

See section 509 for indications a resident has abandoned a room.

- (g) the tribunal makes an order terminating the agreement.

*Note—*

See division 5 for the making of termination orders by the tribunal.

## **26 Insertion of new ch 5, pt 2, div 3, sdiv 2A**

Chapter 5, part 2, division 3—

*insert—*

### **Subdivision 2A Domestic violence**

#### **381A Victim's right to leave**

- (1) This section applies if a resident believes the resident can no longer safely continue to occupy rental premises because of domestic violence experienced by the resident.
- (2) The resident may end the resident's interest in the rooming accommodation agreement by giving the provider a notice ending residency interest.

#### **381B Notice ending residency interest**

- (1) A notice given by a resident exercising the right under section 381A to end the resident's interest in a rooming accommodation agreement must—
  - (a) be in the approved form; and

- (b) be supported by the evidence prescribed by regulation.
- (2) For subsection (1)(b), the notice is supported by the evidence prescribed for the subsection if—
  - (a) a copy of the evidence accompanies the notice; or
  - (b) the resident allows the provider or provider's agent to inspect the evidence.
- (3) A notice that complies with this section is a ***notice ending residency interest***.

### **381C Provider's response to notice ending residency interest**

- (1) This section applies if a resident (the ***vacating resident***) gives the provider a notice ending residency interest.
- (2) The provider must, within 7 days after receiving the notice ending residency interest, inform the vacating resident whether the provider proposes to apply to the tribunal under section 381H to have the notice set aside because it does not comply with section 381B.
- (3) Also, if there are other residents for the rooming accommodation agreement, the provider must inform the vacating resident—
  - (a) that the other residents will be informed that the resident is vacating the rental premises; and
  - (b) when the other residents will be informed that the resident is vacating the rental premises; and
  - (c) that the rooming accommodation agreement continues for the other residents.

### **381D Effect of notice ending residency interest if sole resident**

- (1) This section applies if—
  - (a) a resident gives the provider a notice ending residency interest; and
  - (b) the resident is the sole resident for the rooming accommodation agreement.
- (2) The rooming accommodation agreement ends on the later of the following days—
  - (a) the day that is 7 days after the notice ending residency interest is given to the provider;
  - (b) the day the resident vacates the rental premises.

*Note—*

See section 125 and chapter 2, part 3, division 3, subdivision 3A in relation to the resident applying to the authority for payment of the rental bond for the rooming accommodation agreement.

### **381E Effect of notice ending residency interest if more than 1 resident**

- (1) This section applies if—
  - (a) a resident (the *vacating resident*) gives the provider a notice ending residency interest; and
  - (b) the vacating resident is not the sole resident for the rooming accommodation agreement.
- (2) The vacating resident's interest in the rooming accommodation agreement ends on the later of the following days—
  - (a) the day that is 7 days after the notice ending residency interest is given to the provider;

- (b) the day the resident vacates the rental premises.

*Note—*

See section 125 and chapter 2, part 3, division 3, subdivision 3A in relation to the vacating resident applying to the authority for payment of the rental bond for the rooming accommodation agreement.

- (3) After the vacating resident's interest in the rooming accommodation agreement ends, the provider must give each remaining resident for the agreement a written notice (a ***continuing interest notice***) stating—
  - (a) the vacating resident's interest in the agreement has ended; and
  - (b) the agreement continues for all of the remaining residents on the same terms; and
  - (c) if the remaining residents are required to top up the rental bond under section 381F—
    - (i) the remaining residents are required to top up the rental bond; and
    - (ii) the amount the remaining residents must pay to top up the rental bond; and
    - (iii) the day by which the top up must be made.
- (4) The day stated in the continuing interest notice under subsection (3)(c)(iii) must not be earlier than 1 month after the notice is given to all of the remaining residents.
- (5) The provider must give all of the remaining residents the continuing interest notice—
  - (a) no later than 14 days after the vacating resident's interest ends; but
  - (b) not earlier than 7 days after the vacating resident's interest ends.

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- (6) To remove any doubt, it is declared that after the vacating resident's interest in the rooming accommodation agreement ends, the agreement continues on the same terms but with the parties to the agreement being the provider and the remaining residents.

### **381F Top ups of rental bond**

- (1) This section applies in relation to a rooming accommodation agreement if—
  - (a) the amount held by the authority for the rental bond for the agreement is less than the amount of the rental bond required under the agreement; and
  - (b) the shortfall mentioned in paragraph (a) occurred because a resident's interest in the agreement ended under section 381E(2); and
  - (c) all of the remaining residents for the agreement have been given a continuing interest notice under section 381E(3).
- (2) The remaining residents must top up the rental bond within 1 month after the last of the remaining residents is given the continuing interest notice.
- (3) The remaining residents ***top up*** the rental bond by paying an amount to the provider that restores the rental bond to the full amount required under the rooming accommodation agreement.

### **381G Particular costs not recoverable**

- (1) This section applies if—
  - (a) a rooming accommodation agreement ends under section 381D(2); or

- (b) a resident's interest in a rooming accommodation agreement ends under section 381E(2).
- (2) The resident is not liable for any of the following costs—
  - (a) costs relating to the ending of the rooming accommodation agreement or interest;
  - (b) costs relating to goods left at the rental premises by the resident;
  - (c) costs relating to reletting the resident's room.
- (3) This section applies despite any provision of this Act, or any term of the rooming accommodation agreement, to the contrary.

### **381H Application to tribunal about notice ending residency interest**

- (1) This section applies if a resident gives, or purports to give, the provider a notice ending residency interest.
- (2) The provider may, within 7 days after receiving the notice, apply to the tribunal for an order setting aside the notice because it does not comply with section 381B.
- (3) The tribunal may make the order only if satisfied the notice does not comply with section 381B.
- (4) In deciding whether to make the order, the tribunal—
  - (a) must have regard to whether or not the evidence supporting the notice is the evidence required under section 381B(1)(b); but
  - (b) must not examine—

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- (i) whether or not the resident experienced domestic violence; or
- (ii) the resident's belief as to whether or not the resident could safely continue to occupy the rental premises.

### **381I Confidentiality**

- (1) This section applies to any of the following persons who have had access to evidence supporting a notice ending residency interest—
  - (a) the provider;
  - (b) the provider's agent;
  - (c) a person (an *employee*) who has access to the evidence in the course of the person's employment by the provider or the provider's agent.
- (2) The person must not disclose the evidence to anyone except in the following circumstances—
  - (a) the provider disclosing the evidence to the provider's agent;
  - (b) the provider's agent disclosing the evidence to the provider;
  - (c) an employee of the provider or provider's agent disclosing the evidence to the provider or agent;
  - (d) the person disclosing the evidence to a lawyer while obtaining legal advice;
  - (e) the person disclosing the evidence in a proceeding in a court or tribunal;
  - (f) the person disclosing the evidence as required by a law.

Maximum penalty—100 penalty units.

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**27 Insertion of new ch 5, pt 2, div 4A**

Chapter 5, part 2—

*insert—*

**Division 4A      Death of sole resident**

**387A Death of sole resident**

- (1) If a sole resident dies, the rooming accommodation agreement ends on the earliest of the following—
  - (a) 7 days after the resident's personal representative or relative gives the provider written notice that the agreement ends because of the resident's death;
  - (b) 7 days after the provider gives the resident's personal representative or relative written notice that the agreement ends because of the resident's death;
  - (c) the day agreed between the provider and the resident's personal representative or relative;
  - (d) the day decided by the tribunal on application by the provider.
- (2) However, if no notice is given, or agreement or application is made, under subsection (1), the rooming accommodation agreement ends 14 days after the resident's death.
- (3) Nothing prevents the withdrawal of a notice or application under subsection (1) so that a day may be agreed under subsection (1)(c).

**28 Insertion of new ch 5, pt 2, div 7**

Chapter 5, part 2—



[s 29]

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*insert—*

## **Division 7                      Compensation**

### **396A Reletting costs**

- (1) A rooming accommodation agreement may include a term requiring the resident to pay the reasonable costs incurred by the provider in reletting the resident's room (*reletting costs*) if—
  - (a) the agreement is for a fixed term; and
  - (b) the resident is made liable under the term only if the resident ends the agreement other than in a way permitted under this Act; and
  - (c) the resident's liability under the term is limited to reasonable costs incurred by the provider in reletting the resident's room.
- (2) A term of a rooming accommodation agreement requiring the resident pay reletting costs—
  - (a) is void if the term does not comply with subsection (1); and
  - (b) does not apply if after experiencing domestic violence, the resident ended the agreement or the resident's interest in the agreement under chapter 5, part 2, division 3, subdivision 2A.

## **29                      Amendment of s 415 (Meaning of *urgent application*)**

- (1) Section 415, 'a tribunal'—

*omit, insert—*

the tribunal

- (2) Section 415(5)(k)—

*omit.*

(3) Section 415(5)—

*insert—*

(la) section 308H (Application to tribunal about notice ending tenancy interest);

(ma) section 324A(1)(d) (Death of sole tenant)

(5) Section 415(5)(u)—

*omit.*

(6) Section 415(5)—

*insert—*

(va) section 381H (Application to tribunal about notice ending residency interest);

(vb) section 387A(1)(d) (Death of sole resident);

### 30 Amendment of sch 2 (Dictionary)

(1) Schedule 2, definition *interested person*—

*omit.*

(2) Schedule 2—

*insert—*

***body corporate by-law*** means a by-law under the *Body Corporate and Community Management Act 1997* or the *Building Units and Group Titles Act 1980*.

***interested person***, for a payment mentioned in any of the following provisions, means a person stated in the provision to be an interested person for the payment—

(a) section 128(3);

(b) section 129(3);

(c) section 132(5);

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- (d) section 133(3);
- (e) section 134(3);
- (f) section 135(2) or (3);
- (g) section 135C(3);
- (h) section 135D(3).

*Note—*

See also section 143.

***notice ending residency interest*** see section 381B(3).

***notice ending tenancy interest*** see section 308B(3).

## Part 3                      Amendments commencing by proclamation

### 31            **Amendment of s 17A (Prescribed minimum housing standards)**

- (1) Section 17A(2)(b) to (d)—

*omit, insert—*

- (b) premises in which rooming accommodation is, or is to be, provided; or
- (c) inclusions for premises mentioned in paragraph (a) or (b); or
- (d) facilities in a moveable dwelling park.

- (2) Section 17A(3), ‘for any matter relating to the premises, inclusions or park facilities’—

*omit, insert—*

about any matter relating to the premises, inclusions or facilities mentioned in subsection (2)

- (3) Section 17A(3)(a) and (d), ‘park’—  
*omit.*
- (4) Section 17A(6)—  
*omit.*

### **32 Insertion of new s 57A**

After section 57—  
*insert—*

#### **57A Offer of residential tenancy must disclose particular information**

- (1) A lessor or lessor’s agent must not advertise or otherwise offer a residential tenancy for premises unless the information prescribed by regulation is stated in, or otherwise disclosed with, the advertisement or offer.

Maximum penalty—20 penalty units.

- (2) A lessor or lessor’s agent must not accept a rental bond from a tenant of premises if the residential tenancy for the premises was advertised or otherwise offered in contravention of subsection (1).

Maximum penalty—20 penalty units.

- (3) This section does not apply to a person merely placing a sign on or near premises advertising that the premises are available for residential tenancy.

### **33 Amendment of s 58 (Lessor must give documents to prospective tenant)**

- (1) Section 58, heading, ‘documents’—  
*omit, insert—*

#### **particular information**

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- (2) Section 58(1), after ‘section 61’—

*insert—*

, and any other information prescribed by regulation,

### **34 Amendment of s 65 (Condition report at start of tenancy)**

- (1) Section 65(1), (2) and (3), ‘the agreement’—

*omit, insert—*

the residential tenancy agreement

- (2) Section 65(2)(b) and (c), (3)(b), (4), (5) and (6), before ‘report’—

*insert—*

condition

- (3) Section 65(3), ‘3 days’—

*omit, insert—*

7 days

- (4) Section 65(3)(a), after ‘copy’—

*insert—*

of the condition report given to the tenant

- (5) Section 65(3)(b) and (c), after ‘copy’—

*insert—*

of the condition report

- (6) Section 65(6), ‘the agreement ends’—

*omit, insert—*

the last residential tenancy agreement, to which a condition report relates, ends

- (7) Section 65—

*insert—*

- (7) If the lessor or agent complies with subsection (2) for a residential tenancy agreement (the ***original agreement***), subsections (2) to (5) do not apply in relation to a later residential tenancy agreement (a ***renewal agreement***) that continues the tenant's right to occupy the same premises.
- (8) Unless a new condition report is prepared for a renewal agreement, the condition report for the original agreement is taken to be the condition report for the renewal agreement at the start of the tenancy.

### 35 Insertion of new ss 76A and 76B

After section 76—

*insert—*

#### **76A Offer of rooming accommodation must disclose particular information**

- (1) A provider or provider's agent must not advertise or otherwise offer rooming accommodation unless the information prescribed by regulation is stated in, or otherwise disclosed with, the advertisement or offer.

Maximum penalty—20 penalty units.

- (2) A provider or provider's agent must not accept a rental bond from a resident for rooming accommodation if the rooming accommodation was advertised or otherwise offered in contravention of subsection (1).

Maximum penalty—20 penalty units.

- (3) This section does not apply to a person merely placing a sign on or near rental premises advertising that a room is available for rooming accommodation.

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**76B Provider must give particular information to prospective resident**

A provider or provider's agent must give a prospective resident the information prescribed by regulation before doing any of the following—

- (a) accepting a document from the prospective resident that commits the resident—
  - (i) to enter into a rooming accommodation agreement; or
  - (ii) to pay an amount for the accommodation;
- (b) accepting an amount from the prospective resident for the accommodation;
- (c) entering into a rooming accommodation agreement with the prospective resident.

Maximum penalty—20 penalty units.

**36 Amendment of s 81 (Condition report at start of rooming accommodation)**

- (1) Section 81(1) and (2), 'the agreement'—

*omit, insert—*

the rooming accommodation agreement

- (2) Section 81(1)(b) and (c), (2)(b), (3), (4) and (5), before 'report'—

*insert—*

condition

- (3) Section 81(2), '3 days'—

*omit, insert—*

7 days

- (4) Section 81(2)(a), after 'copy'—

*insert—*

of the condition report given to the resident

- (5) Section 81(2)(b) and (c), after ‘copy’—

*insert—*

of the condition report

- (6) Section 81(5), ‘the rooming accommodation agreement ends’—

*omit, insert—*

the last rooming accommodation agreement, to which a condition report relates, ends

- (7) Section 81—

*insert—*

- (5A) If the provider or agent complies with subsection (1) for a rooming accommodation agreement (the **original agreement**), subsections (1) to (4) do not apply in relation to a later rooming accommodation agreement (a **renewal agreement**) that continues the resident’s right to occupy the same room.

- (5B) Unless a new condition report is prepared for a renewal agreement, the condition report for the original agreement is taken to be the condition report for the renewal agreement at the start of the rooming accommodation.

- (8) Section 81(5A) to (6)—

*renumber* as section 81(6) to (8).

### **37 Amendment of s 91 (Rent increases)**

Section 91(6) and (7)—

*omit, insert—*

- (6) However, the increased rent is payable by the



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tenant only if—

- (a) the rent is increased in compliance with this section; and
  - (b) the increase in rent does not relate to—
    - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
    - (ii) the keeping of a pet or working dog at the premises.
- (7) Also, the rent under a fixed term agreement may not be increased before the term ends unless—
- (a) the agreement provides for a rent increase; and
  - (b) the agreement states the amount of the increase or how the amount of the increase is to be worked out; and
  - (c) the increase is made under the agreement.

**38 Amendment of s 92 (Tenant’s application to tribunal about rent increase)**

(1) Section 92(1)—

*omit, insert—*

- (1) This section applies if the lessor gives the tenant notice of a proposed rent increase and the tenant believes the increase—
  - (a) is excessive; or
  - (b) is not payable under section 91.

(1A) The tenant may apply to the tribunal for an order mentioned in subsection (4).

(2) Section 92(4)(f)—

*omit, insert—*

- (f) if the proposed rent increase relates to the prescribed minimum housing standards—any repairs or maintenance carried out to the premises or inclusions;
  - (g) if the proposed rent increase relates to keeping a pet or working dog at the premises—the approval to keep the pet or the right to keep the working dog.
- (3) Section 92—  
*insert—*
  - (4A) The tribunal may also have regard to other matters the tribunal considers relevant.
- (4) Section 92(1A) to (6)—  
*renumber* as section 92(2) to (8).

### **39 Amendment of s 105 (Rent increases)**

- (1) Section 105(2)—  
*omit.*
- (2) Section 105—  
*insert—*
  - (3A) Subject to an order of a tribunal under section 105A, the increased rent is payable from the day stated in the notice, and the rooming accommodation agreement is taken to be amended accordingly.
  - (3B) However, the increased rent is payable by the resident only if—
    - (a) the rent is increased in compliance with this section; and
    - (b) the rent increase does not relate to—

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- (i) compliance of the rental premises or inclusions with the prescribed minimum housing standards; or
  - (ii) the keeping of a pet or working dog in the resident's room.
- (3) Section 105(5), '(2) to (4)'—  
*omit, insert—*
  - (2) to (5)
- (4) Section 105(3) to (5)—  
*renumber* as section 105(2) to (6).
- (5) Section 105—  
*insert—*
  - (7) However, subsection (6) does not apply if the provision of the service—
    - (a) is necessary for the rental premises or inclusions to comply with the prescribed minimum housing standards; or
    - (b) is a condition of the provider's approval to keep a pet in the resident's room.

#### **40 Insertion of new s 105A**

After section 105—

*insert—*

##### **105A Resident's application to tribunal about rent increase**

- (1) This section applies if the provider gives the resident notice of a proposed rent increase and the resident believes the increase—
  - (a) is excessive; or
  - (b) is not payable under section 105.

- (2) The resident may apply to the tribunal for an order mentioned in subsection (4).
- (3) The application must be made—
  - (a) within 30 days after the resident receives the notice; and
  - (b) if the rooming accommodation agreement is for a fixed term—before the term of the agreement ends.
- (4) The tribunal may make either of the following orders on the application—
  - (a) an order reducing the amount of the proposed increase of rent by a stated amount;
  - (b) an order stopping the proposed increase of rent.
- (5) In deciding the application, the tribunal must have regard to the following—
  - (a) the range of market rents usually charged for comparable accommodation;
  - (b) the proposed increased rent compared to the current rent;
  - (c) the state of repair of the rental premises;
  - (d) the term of the accommodation;
  - (e) the period since the last rent increase (if any);
  - (f) if the proposed rent increase relates to compliance of the rental premises or inclusions with the prescribed minimum housing standards—any repairs or maintenance carried out to the rental premises or inclusions since the resident began to occupy the rental premises;

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- (g) if the proposed rent increase relates to keeping a pet or working dog in the resident's room—the approval to keep the pet or the right to keep the working dog.
- (6) The tribunal may also have regard to any other matter the tribunal considers relevant.
- (7) Without limiting the tribunal's powers, the tribunal may make an interim order about payment of the rent increase pending its final decision on the application.

**41 Amendment of s 148 (Order for return of bond if bond wrongfully taken)**

- (1) Section 148(1)—

*omit, insert—*

- (1) This section applies if—
  - (a) a lessor or lessor's agent is convicted of an offence against section 57(2) or 57A(2); or
  - (b) a provider or provider's agent is convicted of an offence against section 76A(2).

- (2) Section 148(3), 'lessor or agent'—

*omit, insert—*

lessor or provider, or the lessor or provider's agent

- (3) Section 148—

*insert—*

- (4) In this section—  
***convicted***, of an offence in relation to a person, includes any of the following in relation to the offence—

- (a) a court finding the person guilty or accepting the person's plea of guilty, whether or not a conviction is recorded;
- (b) the person opting to pay a fine under an infringement notice;
- (c) the registration of a default certificate for an infringement notice given to the person.

**default certificate** see the *State Penalties Enforcement Act 1999*, schedule 2.

**infringement notice** see the *State Penalties Enforcement Act 1999*, schedule 2.

## **42 Amendment of s 171 (Supply of goods and services)**

Section 171(3)—

*omit, insert—*

- (3) This section does not apply to—
  - (a) a requirement about a service charge; or
  - (b) a condition of an approval to keep a pet at the premises if the condition—
    - (i) requires the carpets at the premises to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
    - (ii) complies with section 184F; and
    - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

## **43 Amendment of s 176 (Supply of goods and services)**

Section 176(3)—

*omit, insert—*

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- (3) This section does not apply to—
- (a) a requirement about a food service, personal care service or utility service; or
  - (b) a condition of an approval to keep a pet in a resident's room if the condition—
    - (i) requires the carpets in the room to be cleaned, or the room to be fumigated, at the end of a rooming accommodation agreement; and
    - (ii) complies with section 256F; and
    - (iii) does not require the resident to buy cleaning or fumigation services from a particular person or business.

#### **44 Insertion of new ch 3, pt 1A**

Chapter 3—

*insert—*

### **Part 1A            Pets**

#### **Division 1        Preliminary**

##### **184A Definitions for part**

In this part—

*pet*—

- (a) means—
  - (i) a domesticated animal; or
  - (ii) an animal that is dependent on a person for the provision of food or shelter; but
- (b) does not include—

- (i) a working dog; or
- (ii) an animal prescribed by regulation not to be a pet.

***working dog*** means—

- (a) an assistance dog, guide dog or hearing dog under the *Guide, Hearing and Assistance Dogs Act 2009*, schedule 4; or
- (b) a corrective services dog under the *Corrective Services Act 2006*, schedule 4; or
- (c) a police dog under the *Police Powers and Responsibilities Act 2000*, schedule 6.

## **Division 2            Keeping pets and other animals at premises**

### **184B Keeping pets and other animals at premises**

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) An authorisation to keep a pet, working dog or other animal at premises is subject to a body corporate by-law, park rule or other law relating to keeping animals at the premises.

*Examples—*

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.



### **184C Tenant responsible for pets and other animals**

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear for the purpose of section 188(4).

## **Division 3                      Approvals, refusals and conditions for keeping pets at premises**

### **184D Request for approval to keep pet at premises**

- (1) The tenant may request, in the approved form, the lessor's approval for the tenant to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response must be in writing and state—
  - (a) whether the lessor approves or refuses the tenant's request; and
  - (b) if the lessor approves the tenant's request subject to conditions—the conditions of the approval; and
  - (c) if the lessor refuses the tenant's request—
    - (i) the grounds for the refusal; and

- (ii) the reasons the lessor believes the grounds for the refusal apply to the request.

*Note—*

See section 184E for the permitted grounds for refusal.

- (4) The lessor is taken to approve the keeping of the pet at the premises if—
  - (a) the lessor does not comply with subsection (2); or
  - (b) the lessor's response does not comply with subsection (3).
- (5) To remove any doubt, it is declared that a lessor's refusal of a tenant's request on the grounds that 'no pets are allowed' is not enough to comply with subsection (3)(c).

### **184E Grounds for refusing pets being kept at premises**

- (1) The following are the only grounds for a lessor to refuse a tenant's request for approval to keep a stated pet at the premises—
  - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
  - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
  - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;

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- (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
  - (e) keeping the pet would contravene a law;
  - (f) keeping the pet would contravene a body corporate by-law or park rule applying to the premises;
  - (g) the tenant has not agreed to the reasonable conditions proposed by the lessor for approval to keep the pet;
  - (h) the animal stated in the request is not a pet;
  - (i) if the premises is a moveable dwelling premises—keeping the pet would contravene a condition of a licence applying to the premises;
  - (j) another ground prescribed by regulation.
- (2) Subsection (1)(g) applies only to conditions to which an approval may be subject under section 184F.

### **184F Conditions for approval to keep pet at premises**

- (1) The lessor's approval for the tenant to keep a pet at the premises may be subject to conditions—
- (a) relate only to keeping the pet at the premises; and
  - (b) are reasonable having regard to the type of pet and the nature of the premises; and
  - (c) are stated in the written approval given to the tenant under section 184D(2).
- (2) Without limiting subsection (1)(b), the following

conditions of the lessor's approval are taken to be reasonable—

- (a) if the pet is not a type of pet ordinarily kept inside—a condition requiring the pet to be kept outside at the premises;
  - (b) if the pet is capable of carrying parasites that could infest the premises—a condition requiring the premises to be professionally fumigated at the end of the tenancy;
  - (c) if the pet is allowed inside the premises—a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval for the tenant to keep a pet at the premises is void if the condition—
- (a) would have the effect of the lessor contravening section 171 or 172; or
  - (b) would, as a term of a residential tenancy agreement, be void under section 173; or
  - (c) would increase the rent or rental bond payable by the tenant; or
  - (d) would require any form of security from the tenant.
- (4) For subsection (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

### **184G Continuation of authorisation to keep pet or working dog at premises**

- (1) This section applies if—

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- (a) the lessor gives approval for the tenant to keep a pet at the premises; or

*Note—*

See section 184D(4) for circumstances in which a lessor is taken to have approved a pet being kept at the premises.

- (b) the tenant is authorised under section 184B(2) to keep a working dog at the premises.
- (2) The authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters—
- (a) the ending of a residential tenancy agreement, if the tenant continues occupying the premises under a new agreement;
  - (b) a change in the lessor or lessor's agent;
  - (c) for a working dog—the retirement of the dog from the service the dog provided as a working dog.

#### **45 Amendment of s 192 (Grounds for entry)**

Section 192(2), definition *significant breach*, paragraph (c)—  
*omit, insert—*

- (c) keeping an animal, other than a working dog, at the premises without the approval of the lessor;

#### **46 Amendment of s 214 (Meaning of *emergency repairs*)**

Section 214—  
*insert—*

- (2) Also, ***emergency repairs*** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.

**47 Amendment of s 216 (Nominated repairer for emergency repairs)**

- (1) Section 216(1) and (2), ‘may’ —  
*omit, insert—*  
must
- (2) Section 216(2), ‘agreement’ —  
*omit, insert—*  
residential tenancy agreement
- (3) Section 216(3)—  
*omit, insert—*  
(3) The residential tenancy agreement or notice must state—  
(a) the name and telephone number of the nominated repairer; and  
(b) whether or not the nominated repairer is the tenant’s first point of contact for notifying the need for emergency repairs.
- (4) Section 216(4), after ‘nominated repairer’ —  
*insert—*  
or the telephone number of the nominated repairer
- (5) Section 216—  
*insert—*  
(5) This section does not apply if—  
(a) the lessor has given the tenant a telephone number of the lessor; and

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- (b) under the residential tenancy agreement, the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

**48 Amendment of s 219 (Costs of emergency repairs arranged by tenant)**

Section 219(1), ‘agreement for 2 weeks rent’—

*omit, insert—*

residential tenancy agreement for 4 weeks rent

**49 Insertion of new s 219A**

After section 219—

*insert—*

**219A Lessor’s agent may arrange for emergency repairs to be made**

- (1) The lessor’s agent may arrange for a suitably qualified person to carry out emergency repairs to the premises or inclusions if the repairs are not likely to cost more than the emergency repair limit for the residential tenancy agreement.
- (2) If the lessor’s agent acts under subsection (1) and pays for the emergency repairs, the agent may make deductions from payments of rent, up to the cost of the repairs, before disbursement of the payments to the lessor’s account.
- (3) If the lessor’s agent acts under subsection (1) or (2), the agent must inform the lessor of the action as soon as practicable after taking it.
- (4) In this section—

***emergency repair limit***, for a residential tenancy agreement, means an amount equal to the amount payable under the agreement for 4 weeks rent.

**50 Replacement of s 221 (Orders of tribunal about carrying out emergency repairs)**

Section 221—

*omit, insert—*

**221 Application for repair order**

- (1) The tenant, or a representative entity, may apply to the tribunal for an order (a ***repair order***) about repairs to the premises or inclusions if—
  - (a) the premises or inclusions need repair; and
  - (b) for routine repairs—
    - (i) the tenant has informed the lessor or lessor’s agent under section 217 of the need for the repair; and
    - (ii) the repair was not made within a reasonable time after the lessor or lessor’s agent was informed by the tenant of the need for the repair; and
  - (c) for emergency repairs—
    - (i) the tenant has been unable to notify the lessor or nominated repairer of the need for the repair; or
    - (ii) the repair was not made within a reasonable time after the tenant gave the lessor or nominated repairer notice of the need for the repair.
- (2) However, the representative entity may not apply for the repair order if—
  - (a) the tenant does not consent to the entity applying for the order; or
  - (b) the tenant and entity do not agree on the order to be sought.
- (3) This section does not apply for a short tenancy



[s 51]

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(moveable dwelling).

## **51 Insertion of new ss 221A–221C**

After section 221—

*insert—*

### **221A Granting repair order**

- (1) The tribunal may grant an application for a repair order if the tribunal is satisfied the application is made under section 221.
- (2) In considering the application, the tribunal—
  - (a) must consider—
    - (i) the conduct of the lessor and lessor’s agent; and
    - (ii) the risk of injury the damage is likely to cause a person at the premises; and
    - (iii) the loss of amenity caused by the damage; and
  - (b) may consider any other matter the tribunal considers relevant.
- (3) In granting the repair order, the tribunal may—
  - (a) make any order, or give any directions, about the repairs the tribunal considers appropriate in the circumstances; or
  - (b) if the premises is vacant—make an order that the premises not be occupied under a residential tenancy agreement until stated repairs are completed.
- (4) Without limiting subsection (3), the tribunal may make an order about 1 or more of the following matters—
  - (a) what is, or is not, to be repaired;

- (b) that the lessor must carry out the repairs by a stated date;
  - (c) that the tenant may arrange for a suitably qualified person to carry out the repairs for an amount decided by the tribunal;
  - (d) who must pay for the repairs;
  - (e) that the tenant may pay a reduced rent until the repairs are carried out to the standard decided by the tribunal;
  - (f) that the lessor must pay an amount to the tenant as compensation for loss of amenity;
  - (g) that a suitably qualified person must assess the need for the repairs or inspect the premises or inclusions;
  - (h) that the residential tenancy agreement ends if the repairs are not completed by a stated date.
- (5) Until a repair order is complied with, the repair order—
- (a) continues to apply in relation to the premises; and
  - (b) does not end with any particular residential tenancy agreement.
- (6) The tribunal must give the authority a copy of a repair order made under this section.

### **221B Extension of time to comply with repair order**

- (1) The lessor may apply to the tribunal for an extension of time to comply with a repair order applying to the lessor.
- (2) The tribunal may grant the application if the tribunal is satisfied the lessor is unable to complete the ordered repairs before the required

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time for any of the following reasons—

- (a) hardship;
  - (b) a shortage of a material necessary to make the repairs;
  - (c) the remote location of the premises is causing the lessor difficulty in—
    - (i) being supplied with a material necessary to make the repairs; or
    - (ii) engaging a suitably qualified person to make the repairs.
- (3) The tribunal must notify the authority of an extension granted under this section.

### **221C Offence to contravene repair order**

- (1) A person must comply with a repair order to the extent the order applies to the person, unless the person has a reasonable excuse.

Maximum penalty—50 penalty units.

- (2) An offence against subsection (1) is a continuing offence and may be charged in 1 or more complaints for periods the offence continues.

Maximum penalty for each week the offence continues after a conviction against subsection (1)—5 penalty units.

## **52 Insertion of new ch 3, pt 8**

Chapter 3—

*insert—*

### **Part 8**

### **Retaliation**

### **246A Retaliatory action taken against tenant**

- (1) This section applies if—
  - (a) any of the following apply—
    - (i) the tenant, or a representative entity, takes action to enforce the tenant's rights, including, for example, by—
      - (A) giving the lessor a notice to remedy breach; or
      - (B) requesting repairs or maintenance to the premises or inclusions; or
      - (C) requiring the lessor to reimburse the tenant for an amount properly incurred by the tenant for emergency repairs; or
      - (D) applying to the tribunal for an order under this Act;
    - (ii) the lessor or lessor's agent knows the tenant or a representative entity has complained to the authority or another government entity about an act or omission of the lessor that adversely affected the tenant;
    - (iii) an order of the tribunal is in force in relation to the lessor and tenant; and
  - (b) after a matter mentioned in paragraph (a) arises, the lessor—
    - (i) gives the tenant a notice to remedy breach, other than a notice relating to a failure to pay rent for at least 7 days; or
    - (ii) increases the rent payable under the residential tenancy agreement; or
    - (iii) takes action to end the residential tenancy agreement; or

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- (iv) refuses to enter into a further residential tenancy agreement, at the end of the current agreement, with the tenant.
- (2) The tenant may apply to the tribunal for an order to set aside the lessor's action if the tenant reasonably believes the action was taken to intimidate or punish the tenant for a matter mentioned in subsection (1)(a).
- (3) The application must be made within 1 month after the tenant becomes aware of the lessor taking the action.
- (4) The tribunal may make the order sought if the tribunal is satisfied the lessor's action was likely to have been taken by the lessor to intimidate or punish the tenant for a matter mentioned in subsection (1)(a).
- (5) The tenant may form a belief under subsection (2), and the tribunal may be satisfied of a matter under subsection (4), whether or not—
  - (a) the tenant was intimidated or suffered a punishment; or
  - (b) any person was convicted or found guilty of an offence against this Act.

## **53 Amendment of s 253 (Resident's obligations generally)**

Section 253(1)(e), 'the provider's permission;'

*omit, insert—*

an authorisation under section 256B;

## **54 Insertion of new ch 4, pt 1A**

Chapter 4—

*insert—*

## **Part 1A            Pets**

### **Division 1           Preliminary**

#### **256A Definitions for part**

In this part—

*pet*—

(a) means—

- (i) a domesticated animal; or
- (ii) an animal that is dependent on a person for the provision of food or shelter; but

(b) does not include—

- (i) a working dog; or
- (ii) an animal prescribed by regulation not to be a pet.

*working dog* means—

- (a) an assistance dog, guide dog or hearing dog under the *Guide, Hearing and Assistance Dogs Act 2009*, schedule 4; or
- (b) a corrective services dog under the *Corrective Services Act 2006*, schedule 4; or
- (c) a police dog under the *Police Powers and Responsibilities Act 2000*, schedule 6.

### **Division 2           Keeping pets and other                              animals in resident's                              rooms**

### **256B Keeping pets and other animals in resident's rooms**

- (1) The resident may keep a pet or other animal in the resident's room only with the approval of the provider.
- (2) However, the resident may keep a working dog in the resident's room without the provider's approval.
- (3) An authorisation to keep a pet, working dog or other animal in a resident's room is subject to a body corporate by-law, house rules or other law relating to keeping animals at the rental premises.

#### *Examples—*

- 1 The rental premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The rental premises may be subject to a body corporate by-law that requires the resident obtain approval from the body corporate before keeping a pet at the premises.

### **256C Resident responsible for pets and other animals**

- (1) The resident is responsible for all nuisance caused by a pet or other animal kept in the resident's room, including, for example, noise caused by the pet or other animal.
- (2) The resident is responsible for repairing any damage to the resident's room or inclusions caused by the pet or other animal.
- (3) Damage to the resident's room or inclusions caused by the pet or other animal is not fair wear and tear for the purpose of section 253(1)(i).

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## **Division 3                      Approvals, refusals and conditions for keeping pets in residents' rooms**

### **256D Request for approval to keep pet in resident's room**

- (1) The resident may request, in the approved form, the provider's approval for the resident to keep a stated pet in the resident's room.
- (2) The provider must respond to the resident's request within 14 days after receiving the request.
- (3) The provider's response must be in writing and state—
  - (a) whether the provider approves or refuses the resident's request; and
  - (b) if the provider approves the resident's request subject to conditions—the conditions of the approval; and
  - (c) if the provider refuses the resident's request—
    - (i) the grounds for the refusal; and
    - (ii) the reasons why the provider believes the grounds for the refusal apply to the request.

*Note—*

See section 256E for the permitted grounds for refusal.

- (4) The provider is taken to approve the keeping of the pet in the resident's room if—
  - (a) the provider does not comply with subsection (2); or
  - (b) the provider's response does not comply with subsection (3).



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- (5) To remove any doubt, it is declared that a provider's refusal of a resident's request on the grounds that 'no pets are allowed' is not enough to comply with subsection (3)(c).

### **256E Grounds for refusing pets being kept in resident's room**

- (1) The following are the only grounds for a provider to refuse a resident's request for approval to keep a stated pet in the resident's room—
- (a) keeping the pet would exceed a reasonable number of animals being kept in the room or at the rental premises;
  - (b) the resident's room is unsuitable for keeping the pet because of a lack of appropriate space or other things necessary to humanely accommodate the pet;
  - (c) keeping the pet is likely to cause damage to the resident's room or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the room;
  - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
  - (e) keeping the pet would contravene a law;
  - (f) keeping the pet would contravene a body corporate by-law or house rule applying to the rental premises;
  - (g) the resident has not agreed to the reasonable conditions proposed by the provider for approval to keep the pet;
  - (h) the animal stated in the request is not a pet;

- (i) another ground prescribed by regulation.
- (2) Subsection (1)(g) applies only to conditions to which an approval may be subject under section 256F.

### **256F Conditions for approval to keep pet in resident's room**

- (1) The provider's approval for the resident to keep a pet in the resident's room may be subject to conditions if the conditions—
  - (a) relate only to keeping the pet in the resident's room; and
  - (b) are reasonable having regard to the type of pet, the room and the rental premises; and
  - (c) are stated in the written approval given to the resident under section 256D(2).
- (2) Without limiting subsection (1)(b), the following conditions of the provider's approval are taken to be reasonable—
  - (a) a condition requiring the pet generally be kept in the resident's room;
  - (b) if the pet is capable of carrying parasites that could infest the room—a condition requiring the room to be professionally fumigated at the end of the rooming accommodation agreement;
  - (c) if the pet is allowed inside the room—a condition requiring carpets in the room to be professionally cleaned at the end of the rooming accommodation agreement.
- (3) A condition of the provider's approval for the resident to keep a pet in the resident's room is void if the condition—

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- (a) would have the effect of the provider contravening section 176 or 177; or
  - (b) would, as a term of a rooming accommodation agreement, be void under section 178; or
  - (c) would increase the rent or rental bond payable by the resident; or
  - (d) would require any form of security from the resident.
- (4) For subsection (2), a room is professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

### **256G Continuation of authorisation to keep pet or working dog in resident's room**

- (1) This section applies if—
- (a) the provider gives approval for the resident to keep a pet in the resident's room; or
- Note—*
- See section 256D(4) for circumstances in which a provider is taken to have approved a pet being kept in the resident's room.
- (b) the resident is authorised under section 256B(2) to keep a working dog in the resident's room.
- (2) The authorisation to keep the pet or working dog in the resident's room continues for the life of the pet or working dog and is not affected by any of the following matters—
- (a) the ending of a rooming accommodation agreement, if the resident continues occupying the room under a new agreement;

- (b) a change in the provider or provider's agent;
- (c) for a working dog—the retirement of the dog from the service the dog provided as a working dog.

**55 Insertion of new ch 4, pt 4**

Chapter 4—

*insert—*

**Part 4                      Retaliation**

**276A Retaliatory action taken against resident**

- (1) This section applies if—
  - (a) any of the following apply—
    - (i) the resident takes action to enforce the resident's rights, including, for example, by—
      - (A) giving the provider a notice to remedy breach; or
      - (B) requesting repairs or maintenance to the rental premises or inclusions; or
      - (C) applying to the tribunal for an order under this Act;
    - (ii) the provider or provider's agent knows the resident has complained to the authority or another government entity about an act or omission of the provider that adversely affected the resident;

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- (iii) an order of the tribunal is in force in relation to the provider and resident; and
- (b) after a matter mentioned in paragraph (a) arises, the provider—
  - (i) gives the resident a notice to remedy breach, other than a notice relating to a failure to pay rent for at least 7 days; or
  - (ii) increases the rent payable under the rooming accommodation agreement; or
  - (iii) takes action to end the rooming accommodation agreement; or
  - (iv) refuses to enter into a further rooming accommodation agreement, at the end of the current agreement, with the resident.
- (2) The resident may apply to the tribunal for an order to set aside the provider's action if the resident reasonably believes the action was taken to intimidate or punish the resident for a matter mentioned in subsection (1)(a).
- (3) The application must be made within 1 month after the resident becomes aware of the provider taking the action.
- (4) The tribunal may make the order sought if the tribunal is satisfied the action was likely to have been taken by the provider to intimidate or punish the resident for a matter mentioned in subsection (1)(a).
- (5) The resident may form a belief under subsection (2), and the tribunal may be satisfied of a matter under subsection (4), whether or not—
  - (a) the resident was intimidated or suffered a punishment; or

- (b) any person was convicted or found guilty of an offence against this Act.

**56 Amendment of s 286 (Notice to leave if premises being sold)**

- (1) Section 286(1)—

*omit, insert—*

- (1) The lessor may give the tenant a notice to leave the premises because—

- (a) the lessor is preparing to sell the premises and the preparation requires the premises to be vacant; or

- (b) the lessor has entered into a contract to sell the premises with vacant possession.

- (2) Section 286(2), note—

*omit.*

- (3) Section 286—

*insert—*

- (3) This section does not apply to a residential tenancy that is a short tenancy (moveable dwelling).

**57 Amendment of s 290A (Notice to leave because of serious breach)**

- (1) Section 290A, heading, ‘breach’—

*omit, insert—*

**breach at public or community housing**

- (2) Section 290A, before subsection (1)—

*insert—*

- (1AA) This section applies to the following lessors—

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- (a) the chief executive of the housing department, acting on behalf of the State;
- (b) a community housing provider.

*Note—*

See section 297B in relation to other lessors seeking tribunal orders to terminate a residential tenancy agreement on the grounds mentioned in subsection (2).

- (3) Section 290A(2), after ‘breach’—

*insert—*

***at public or community housing***

- (4) Section 290A(4) and note—

*omit.*

- (5) Section 290A(1AA) to (3)—

*renumber* as section 290A(1) to (4).

## **58 Insertion of new ss 290B–290G**

After section 290A—

*insert—*

### **290B Notice to leave for State government program**

- (1) The lessor may give a notice to leave the premises to the tenant if the premises are required for use under a program administered by the State under an Act.
- (2) A notice to leave under this section is called a notice to leave for ***State government program***.
- (3) This section does not apply to a residential tenancy that is a short tenancy (moveable dwelling).

### **290C Notice to leave for planned demolition or redevelopment**

- (1) The lessor may give a notice to leave the premises to the tenant if the lessor requires the premises to be vacant for a planned demolition or redevelopment.
- (2) A notice to leave under this section is called a notice to leave for *demolition or redevelopment*.
- (3) This section does not apply to a residential tenancy that is a short tenancy (moveable dwelling).

### **290D Notice to leave for significant repair or renovations**

- (1) The lessor may give a notice to leave the premises to the tenant if—
  - (a) the premises requires significant repairs or the lessor intends to carry out significant renovations to the premises; and
  - (b) the repairs or renovations cannot be safely carried out while the tenant occupies the premises.
- (2) A notice to leave under this section is called a notice to leave for *significant repair or renovations*.
- (3) This section does not apply to a residential tenancy that is a short tenancy (moveable dwelling).

### **290E Notice to leave for change of use**

- (1) The lessor may give a notice to leave the premises to the tenant if—



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- (a) the lessor requires the premises for a use other than residential tenancy; or
  - (b) the lessor will require the premises for the other use for a period of at least 6 months.
- (2) A notice to leave under this section is called a notice to leave for *change of use*.
- (3) This section does not apply to a residential tenancy that is a short tenancy (moveable dwelling).

#### **290F Notice to leave if entitlement to student accommodation ends**

- (1) This section applies if—
  - (a) premises are used for student accommodation; and
  - (b) the tenant's entitlement to occupy the premises depends on the tenant being a student.
- (2) The lessor may give a notice to leave the premises to the tenant if the tenant stops being a student.
- (3) A notice to leave under this section is called a notice to leave for *ending of entitlement to student accommodation*.
- (4) This section does not apply to moveable dwelling premises in a moveable dwelling park.
- (5) In this section—

*student* means a person enrolled in a course that, under the *Social Security Act 1991* (Cwlth), section 569B, is an approved course of education or study for section 569A(b) of that Act.

*student accommodation* means premises primarily used to provide accommodation to persons who are students.

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**290G Notice to leave for owner occupation**

- (1) The lessor may give a notice to leave the premises to the tenant if the lessor, or a relative of the lessor, needs to occupy the premises.
- (2) A notice to leave under this section is called a notice to leave for ***owner occupation***.
- (3) This section does not apply to a residential tenancy that is a short tenancy (moveable dwelling).

**59 Amendment of s 291 (Notice to leave without ground)**

- (1) Section 291, heading, ‘without ground’—

*omit, insert—*

**for end of fixed term agreement**

- (2) Section 291(1), from ‘without’—

*omit, insert—*

if the residential tenancy agreement is a fixed term agreement and the notice relates to the end of the agreement.

- (3) Section 291(4), ‘***without ground***’—

*omit, insert—*

**for *end of fixed term agreement***

- (4) Section 291(4), note—

*omit.*

- (5) Section 291—

*insert—*

- (5) This section does not apply to a residential tenancy that is a short tenancy (moveable dwelling).

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**60 Omission of s 292 (Application to tribunal about notice to leave without ground)**

Section 292—

*omit.*

**61 Insertion of new s 297B**

After section 297A—

*insert—*

**297B Application for termination because of serious breach**

- (1) The lessor may apply to the tribunal for a termination order if the lessor reasonably believes the tenant, an occupant, a guest of the tenant or a person allowed on the premises by the tenant has—
  - (a) used the premises or any property adjoining or adjacent to the premises (including any property that is available for use by the tenant in common with others) for an illegal activity; or
  - (b) intentionally or recklessly—
    - (i) destroyed or seriously damaged a part of the premises; or
    - (ii) endangered another person in the premises or a person occupying, or allowed on, premises nearby; or
    - (iii) interfered significantly with the reasonable peace, comfort or privacy of another tenant or another tenant's appropriate use of the other tenant's property.
- (2) An application made under this section is called an application made because of *serious breach*.

- (3) The lessor may form a reasonable belief that premises or property has been used for an illegal activity whether or not anyone has been convicted or found guilty of an offence in relation to the activity.
- (4) This section does not apply if the lessor is—
  - (a) the chief executive of the housing department, acting on behalf of the State; or
  - (b) a community housing provider.

**62      Amendment of s 299 (Application by lessor for termination for repeated breaches by tenant)**

Section 299(4), definition *provision*—

*insert*—

- (g) a provision of a body corporate by-law or park rule.

**63      Insertion of new ss 307A–307D**

After section 307—

*insert*—

**307A Notice of intention to leave because of condition of premises**

- (1) Within the first 7 days on which the tenant occupies the premises under the residential tenancy agreement, the tenant may give a notice of intention to leave the premises to the lessor because—
  - (a) the premises are not fit for the tenant to live in; or
  - (b) the premises or inclusions are not in good repair; or

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- (c) the lessor is in breach of a law dealing with issues about the health or safety of persons using or entering the premises; or
  - (d) the premises or inclusions do not comply with the prescribed minimum housing standards.
- (2) However, the tenant may not give a notice to leave under subsection (1) if the circumstance mentioned in that subsection was caused by an action or failure of the tenant.
- (3) A notice of intention to leave under this section is called a notice of intention to leave because of *condition of premises*.
- (4) This section does not apply to a residential tenancy that is a short tenancy (moveable dwelling).

### **307B Notice of intention to leave because of death of cotenant**

- (1) The tenant may give a notice of intention to leave the premises to the lessor if—
  - (a) another tenant under the residential tenancy agreement dies; and
  - (b) continuing with the residential tenancy agreement would—
    - (i) be impractical for the tenant; or
    - (ii) cause the tenant excessive hardship.
- (2) A notice of intention to leave under this section is called a notice of intention to leave because of *death of cotenant*.
- (3) This section does not apply to a residential tenancy that is a short tenancy (moveable dwelling).

**307C Notice of intention to leave if entitlement to student accommodation ends**

- (1) This section applies if—
  - (a) premises are used for student accommodation; and
  - (b) the tenant's entitlement to occupy the premises depends on the tenant being a student.
- (2) The tenant may give a notice of intention to leave the premises to the lessor if the tenant stops being a student.
- (3) A notice of intention to leave under this section is called a notice of intention to leave for *ending of entitlement to student accommodation*.
- (4) This section does not apply to moveable dwelling premises in a moveable dwelling park.
- (5) In this section—

*student* means a person enrolled in a course that, under the *Social Security Act 1991* (Cwlth), section 569B, is an approved course of education or study for section 569A(b) of that Act.

*student accommodation* means premises primarily used to provide accommodation to students.

**307D Notice of intention to leave because of failure to comply with repair order**

- (1) The tenant may give a notice of intention to leave the premises to the lessor if—
  - (a) a repair order applies to the lessor; and
  - (b) the repair order requires repairs be carried out to the premises or inclusions by a stated day; and

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- (c) the lessor fails to comply with the repair order by the stated day.
- (2) A notice of intention to leave under this section is called a notice of intention to leave because of *failure to comply with repair order*.

## 64 Insertion of new s 312A

After section 312—

*insert—*

### **312A Application for termination because of misrepresentation**

- (1) Within the first 3 months on which the tenant occupies the premises under the residential tenancy agreement, the tenant may apply to the tribunal for a termination order because the lessor or lessor's agent gave the tenant false or misleading information about—
  - (a) the condition of the premises or inclusions; or
  - (b) the services provided for the premises; or
  - (c) a matter relating to the premises that is likely to affect the tenant's quiet enjoyment of the premises; or
  - (d) the agreement or any other document the lessor must give the tenant under this Act; or

*Example of document that must be given to tenant—*

body corporate by-laws that apply to the premises

- (e) the rights and obligations of the tenant or lessor under this Act.
- (2) An application made under subsection (1) is called an application made because of *misrepresentation*.

---

**65 Amendment of s 326 (Notice to leave)**

(1) Section 326(1)(d) to (f)—

*omit, insert—*

- (d) require the tenant to hand over vacant possession of the premises to the lessor on the day stated in the notice (the ***handover day***); and
- (e) state the ground on which the notice is given; and
- (f) give particulars of the ground on which the notice is given; and
- (g) if the approved form requires information to accompany the form—be accompanied by the information required.

(2) Section 326(3)—

*omit, insert—*

- (3) The handover day stated in the notice to leave must not be before the end of the minimum notice period for the notice.

(3) Section 326—

*insert—*

- (5) A notice to leave given for a fixed term agreement is not ineffective merely because the handover day is earlier than the day the term ends unless the minimum notice period for the notice must not end before the day the term ends.
- (6) Subsection (5) does not prevent a notice to leave being given to a tenant at any time before the end of the term for a fixed term agreement.
- (7) In this section—  
***minimum notice period***, for a notice to leave, means the notice period stated for the notice in



schedule 1, part 1.

**66 Amendment of s 327 (Notice of intention to leave)**

- (1) Section 327(1)(d), after ‘notice’—

*insert—*

(the *handover day*)

- (2) Section 327(2)—

*omit, insert—*

- (2) The handover day stated in the notice of intention to leave must not be before the end of the minimum notice period for the notice.

- (3) Section 327—

*insert—*

- (4) A notice of intention to leave given for a fixed term agreement is not ineffective merely because the handover day is earlier than the day the term ends unless the minimum notice period for the notice must not end before the day the term ends.
- (5) Subsection (4) does not prevent a notice of intention to leave being given to a lessor at any time before the end of the term of the fixed term agreement.
- (6) In this section—  
*minimum notice period*, for a notice of intention to leave, means the notice period stated for the notice in schedule 1, part 2.

**67 Omission of ss 329–332**

Sections 329 to 332—

*omit.*

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**68 Amendment of s 335 (Applications for termination orders)**

(1) Section 335(1)—

*insert—*

(h) serious breach.

(2) Section 335(2)—

*insert—*

(h) misrepresentation.

**69 Amendment of s 340 (Failure to leave for other grounds)**

Section 340(1)(b)(ix)—

*omit, insert—*

(ix) serious breach at public or community housing;

(x) State government program;

(xi) demolition or redevelopment;

(xii) significant repair or renovations;

(xiii) change of use;

(xiv) ending of entitlement to student accommodation;

(xv) owner occupation;

(xvi) end of fixed term agreement.

**70 Omission of s 341 (Failure to leave without ground)**

Section 341—

*omit.*

**71 Insertion of new ss 347A and 347B**

After section 347—

*insert—*

### **347A Serious breach**

- (1) If an application is made to the tribunal for a termination order because of serious breach, the tribunal may make the order if satisfied—
  - (a) the applicant has established the grounds for making the application under section 297B(1); and
  - (b) the relevant action justifies terminating the residential tenancy agreement.
- (2) In deciding if the relevant action justifies terminating the residential tenancy agreement, the tribunal must have regard to the following matters—
  - (a) the damage done to the premises and inclusions by the relevant action, including the likely cost of the damage compared to the rental bond for the premises;
  - (b) whether the relevant action was recurrent and, if it was recurrent, the frequency of the recurrences;
  - (c) the adverse effects the relevant action had on any person, including physical harm and financial loss.
- (3) In deciding the application, the tribunal may have regard to any other matter the tribunal considers relevant.
- (4) In this section—

***relevant action***, for an application to the tribunal for a termination order because of serious breach, means an action of a person constituting the grounds for making the application under section 297B(1).

### **347B Misrepresentation**

- (1) If an application is made to the tribunal for a termination order because of misrepresentation, the tribunal may make the order if satisfied—
  - (a) the applicant has established the grounds for making the application under section 312A(1); and
  - (b) the false or misleading information, that is the subject of the application, justifies terminating the residential tenancy agreement.
- (2) In deciding whether the false or misleading information justifies terminating the residential tenancy agreement, the tribunal must have regard to—
  - (a) the extent to which the false or misleading information did any of the following—
    - (i) induced the tenant to enter into the agreement;
    - (ii) misrepresented the condition of the premises or inclusions;
    - (iii) misrepresented the services provided for the premises;
    - (iv) adversely affected the tenant in exercising a right under this Act;
    - (v) adversely affected the tenant's quiet enjoyment of the premises; and
  - (b) any adverse effects likely to be suffered by the tenant or other persons if the agreement were not terminated.
- (3) In deciding the application, the tribunal may have regard to any other matter the tribunal considers relevant.

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**72 Amendment of s 350 (Issue of warrant of possession)**

- (1) Section 350(1) and (2)—

*renumber* as section 350(2) and (3).

- (2) Section 350—

*insert—*

- (1) The owner of residential premises may apply to the tribunal for the issue of a warrant of possession if—

(a) there is no residential tenancy agreement in effect for the premises; and

(b) a person is occupying the premises without the consent of the owner, including, for example, a person who was a tenant under a residential tenancy agreement that has ended.

- (3) Section 350—

*insert—*

- (4) Nothing in this section prevents the owner of a residential premises recovering possession of the premises under any other process or law.

*Note—*

See, however, section 353 in relation to recovering possession of premises in a way authorised under this Act.

**73 Amendment of s 351 (Warrant of possession)**

- (1) Section 351(1)(a), after ‘premises to’—

*insert—*

the owner of the premises or

- (2) Section 351(1)(a), ‘the termination order’—

*omit, insert—*

a termination order

- (3) Section 351(2), ‘former tenant’—

*omit, insert—*

person occupying the premises

**74      Amendment of s 353 (Way of recovering possession of premises)**

- (1) Section 353, heading—

*omit, insert—*

**353 Limited ways of recovering possession of premises from tenants**

- (2) Section 353(1)(a) and (b)—

*omit, insert—*

- (a) who is the tenant under a residential tenancy agreement; or
- (b) who was the tenant under a residential tenancy agreement and who is holding over after termination of the agreement.

**75      Insertion of new ch 5, pt 1, div 11**

Chapter 5, part 1—

*insert—*

**Division 11      Offences**

**365A False or misleading information in notice to leave**

- (1) This section applies in relation to the following notices to leave—
  - (a) a notice to leave for sale contract;

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- (b) a notice to leave for significant repair or renovations;
  - (c) a notice to leave for demolition or redevelopment;
  - (d) a notice to leave for change of use;
  - (e) a notice to leave for owner occupation.
- (2) A lessor or lessor's agent must not give a tenant a notice to leave containing information the lessor or agent knows is false or misleading in a material particular.

Maximum penalty—50 penalty units.
- (3) Subsection (2) does not apply if the lessor or lessor's agent, when giving information in a document—
  - (a) tells the tenant, to the best of the lessor or agent's ability, how the document is false or misleading; and
  - (b) if the lessor or agent has, or can reasonably obtain, the correct information—gives the tenant the correct information.

**365B Lessor must not let premises for 6 months after ending tenancy for premises being sold**

- (1) If a residential tenancy ends because the lessor gives the tenant a notice to leave for sale contract, the lessor must not offer a residential tenancy for the premises for 6 months after the handover day.

Maximum penalty—50 penalty units.
- (2) In a proceeding for an offence against subsection (1), it is a defence for the lessor to prove that—
  - (a) the lessor genuinely made the premises available for sale but no offers, acceptable to the lessor, were received; or

*Example—*

The only offers the lessor received were below the lessor's expected sale price.

- (b) the lessor entered into a contract for the sale of the premises but the contract ended without the premises being sold.

*Example—*

The contract was terminated by the buyer under a term of the contract or a statutory right, including a cooling-off period.

**365C Lessor must not let premises for 6 months after ending tenancy for change of use**

- (1) If a residential tenancy ends because the lessor gives the tenant a notice to leave for change of use, the lessor must not offer a residential tenancy for the premises for 6 months after the handover day.

Maximum penalty—50 penalty units.

- (2) In a proceeding for an offence against subsection (1), it is a defence for the lessor to prove that the change of use did not happen for reasons beyond the lessor's control.

**365D Lessor must not let premises for 6 months after ending tenancy for owner occupation**

- (1) If a residential tenancy ends because the lessor gives the tenant a notice to leave for owner occupation, the lessor must not offer a residential tenancy for the premises for 6 months after the handover day.

Maximum penalty—50 penalty units.

- (2) In a proceeding for an offence against subsection (1), it is a defence for the lessor to prove—



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- (a) the intended occupant's need to occupy the premises ended or the intended occupant became unable to occupy the premises; and
  - (b) the lessor did not offer a residential tenancy for the premises until after the intended occupant's need ended or the intended occupant became unable to occupy the premises; and
  - (c) the premises remained vacant between the tenant vacating the premises and the offer mentioned in paragraph (b) being accepted.
- (3) In this section—

*intended occupant*, for premises for which a notice to leave for owner occupation was given, means the lessor or the relative of the lessor whose need to occupy the premises formed the basis for giving the notice to leave.

## 76 Insertion of new ss 371A–371E

After section 371—

*insert—*

### **371A Notice to leave if rental premises being sold**

- (1) This section applies if—
  - (a) a provider is preparing to sell the rental premises and the preparations require the rental premises to be vacant; or
  - (b) a provider has entered into a contract to sell the rental premises with vacant possession.
- (2) The provider may give a resident a notice requiring the resident to leave the rental premises.
- (3) The notice must—
  - (a) be in the approved form; and

- (b) state why the resident is being required to leave the rental premises; and
  - (c) state the day by which the resident is required to leave the rental premises; and
  - (d) be accompanied by the information required under the approved form for the notice; and
  - (e) be signed by the provider.
- (4) The day by which the resident is required to leave the rental premises must not be earlier than either of the following—
- (a) 1 month after the notice is given to the resident;
  - (b) if the rooming accommodation agreement is a fixed term agreement—the day the term of the agreement ends.

### **371B Notice to leave for planned demolition or redevelopment**

- (1) A provider may give a resident a notice requiring the resident to leave the rental premises if the provider requires the premises to be vacant for a planned demolition or redevelopment.
- (2) The notice must—
  - (a) be in the approved form; and
  - (b) state why the resident is being required to leave the rental premises; and
  - (c) state the day by which the resident is required to leave the rental premises; and
  - (d) be accompanied by the information required under the approved form for the notice; and
  - (e) be signed by the provider.
- (3) The day by which the resident is required to leave

[s 76]

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the rental premises must not be earlier than either of the following—

- (a) 2 months after the notice is given to the resident;
- (b) if the rooming accommodation agreement is a fixed term agreement—the day the term of the agreement ends.

### **371C Notice to leave because of significant repair or renovations**

- (1) A provider may give a resident a notice requiring the resident to leave the rental premises if—
  - (a) the premises requires significant repairs or the provider intends to carry out significant renovations to the premises; and
  - (b) the repairs or renovations cannot be effectively, efficiently or safely carried out while the resident occupies the premises.
- (2) The notice must—
  - (a) be in the approved form; and
  - (b) state why the resident is being required to leave the rental premises; and
  - (c) state the day by which the resident is required to leave the rental premises; and
  - (d) be accompanied by the information required under the approved form for the notice; and
  - (e) be signed by the provider.
- (3) The day by which the resident is required to leave the rental premises must not be earlier than either of the following—
  - (a) 1 month after the notice is given to the resident;

- (b) if the rooming accommodation agreement is a fixed term agreement—the day the term of the agreement ends.

### **371D Notice to leave for change of use**

- (1) A provider may give a resident a notice requiring the resident to leave the rental premises if—
  - (a) the provider requires the premises for use as holiday accommodation or other short stay service accommodation; or
  - (b) the provider requires the premises for a use that is not a residential use; or
  - (c) the provider proposes to make a change to the premises making it no longer able to be used as a residential dwelling.
- (2) The notice must—
  - (a) be in the approved form; and
  - (b) state why the resident is being required to leave the rental premises; and
  - (c) state the day by which the resident is required to leave the rental premises; and
  - (d) be accompanied by the information required under the approved form for the notice; and
  - (e) be signed by the provider.
- (3) The day by which the resident is required to leave the rental premises must not be earlier than either of the following—
  - (a) the day that is 1 month after the notice is given to the resident;
  - (b) if the rooming accommodation agreement is a fixed term agreement—the day the term of the agreement ends.

### **371E Notice to leave if entitlement to student accommodation ends**

- (1) This section applies if—
  - (a) rental premises are used for student accommodation; and
  - (b) a resident's entitlement to occupy the student accommodation depends on the resident being a student.
- (2) The provider may give the resident a notice requiring the resident to leave the rental premises if the resident stops being a student.
- (3) The notice must—
  - (a) be in the approved form; and
  - (b) state why the resident is being required to leave the rental premises; and
  - (c) state the day by which the resident is required to leave the rental premises; and
  - (d) be signed by the provider.
- (4) The day by which the resident is required to leave the rental premises must not be earlier than the day that is 1 month after the notice is given to the resident.

- (5) In this section—

***student*** means a person enrolled in a course that, under the *Social Security Act 1991* (Cwlth), section 569B, is an approved course of education or study for section 569A(b) of that Act.

***student accommodation*** means premises primarily used to provide accommodation to students.

**77 Replacement of s 372 (Terminating of agreement by provider without ground)**

Section 372—

*omit, insert—*

**372 Notice to leave for end of fixed term agreement**

- (1) This section applies in relation to a rooming accommodation agreement that is a fixed term agreement.
- (2) The provider may give the resident a notice requiring the resident to leave the rental premises at the end of the rooming accommodation agreement.
- (3) The notice must—
  - (a) be in the approved form; and
  - (b) state why the resident is being required to leave the rental premises; and
  - (c) state the day by which the resident is required to leave the rental premises; and
  - (d) be signed by the provider.
- (4) The day by which the resident is required to leave the rental premises must not be earlier than either of the following—
  - (a) 14 days after the notice is given to the resident;
  - (b) the end of the rooming accommodation agreement.

**78 Omission of s 373 (Application to tribunal about terminating agreement without ground)**

Section 373—

*omit.*

[s 79]

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**79 Amendment of s 376 (Application by provider for termination for repeated breaches by resident)**

Section 376(4), definition *provision*—

*insert—*

- (c) a provision of a body corporate by-law or house rule.

**80 Insertion of new ss 380A–380C**

After section 380—

*insert—*

**380A Notice terminating agreement because of condition of rental premises**

- (1) Within the first 7 days on which the resident occupies the room under the rooming accommodation agreement, the resident may give the provider a notice terminating the agreement if—
  - (a) the provider is in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas; or
  - (b) the resident's room or common areas are not fit for the resident to live in; or
  - (c) the resident's room or common areas, or the facilities provided in the room or common areas, are not safe or in good repair; or
  - (d) the rental premises or inclusions do not comply with the prescribed minimum housing standards.
- (2) However, the resident may not give the provider a notice under subsection (1) if the circumstances mentioned in that subsection were caused by an action or failure of the resident.

- (3) The notice must—
  - (a) be in the approved form; and
  - (b) state why the resident is terminating the agreement; and
  - (c) state the day on which the resident is terminating the agreement; and
  - (d) be signed by the resident.
- (4) The day stated in the notice must not be earlier than 2 days after the notice is given to the provider.

### **380B Notice terminating agreement because of death of coresident**

- (1) The resident may give the provider a notice terminating a rooming accommodation agreement if a coresident dies.
- (2) The notice must—
  - (a) be in the approved form; and
  - (b) state why the resident is terminating the agreement; and
  - (c) state the day on which the resident is terminating the agreement; and
  - (d) be signed by the resident.
- (3) The day stated in the notice must not be earlier than 7 days after the notice is given to the provider.

### **380C Notice to leave if entitlement to student accommodation ends**

- (1) This section applies if—



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- (a) rental premises are used for student accommodation; and
  - (b) a resident's entitlement to occupy the student accommodation depends on the resident being a student.
- (2) The resident may give the provider a notice terminating the rooming accommodation agreement if the resident stops being a student.
- (3) The notice must—
  - (a) be in the approved form; and
  - (b) state why the resident is terminating the agreement; and
  - (c) state the day on which the resident is terminating the agreement; and
  - (d) be signed by the resident.
- (4) The day stated in the notice must not be earlier than 1 month after the notice is given to the provider.
- (5) This section does not apply to moveable dwelling premises in a moveable dwelling park.
- (6) In this section—

***student*** means a person enrolled in a course that, under the *Social Security Act 1991* (Cwlth), section 569B, is an approved course of education or study for section 569A(b) of that Act.

***student accommodation*** means premises primarily used to provide accommodation to students.

## **81 Insertion of new s 381J**

Chapter 5, part 2, division 3, subdivision 3—  
*insert—*

### **381J Application by resident for termination because of misrepresentation**

- (1) Within the first 3 months on which the resident occupies the room under the rooming accommodation agreement, the resident may apply to the tribunal for a termination order because the provider or provider's agent gave the resident false or misleading information about—
    - (a) the condition of the rental premises, the resident's room or inclusions; or
    - (b) the services provided for the resident's room; or
    - (c) a matter relating to the rental premises or the resident's room that is likely to affect the resident's quiet enjoyment of the room; or
    - (d) the agreement or any other document the provider must give the resident under this Act; or

*Example of document that must be given to resident—*

body corporate by-laws that apply to the rental premises

  - (e) the rights and obligations of the resident or provider under this Act.
- (2) An application made under subsection (1) is called an application made because of ***misrepresentation***.

## **82 Amendment of s 388 (Applications for termination orders)**

Section 388(2)—

*insert—*

- (c) misrepresentation.

[s 83]

---

## **83 Insertion of new s 389A**

After section 389—

*insert—*

### **389A Orders relating to misrepresentation**

- (1) If an application is made to the tribunal for a termination order because of misrepresentation, the tribunal may make the order if satisfied—
  - (a) the applicant has established the grounds for making the application under section 381J(1); and
  - (b) the false or misleading information, that is the subject of the application, justifies terminating the rooming accommodation agreement.
- (2) In deciding whether the false or misleading information justifies terminating the rooming accommodation agreement, the tribunal must have regard to—
  - (a) the extent to which the false or misleading information did any of the following—
    - (i) induced the resident to enter into the agreement;
    - (ii) misrepresented the condition of the rental premises, the resident's room or inclusions;
    - (iii) misrepresented the services provided for the room;
    - (iv) adversely affected the resident in exercising a right under this Act;
    - (v) adversely affected the resident's quiet enjoyment of the resident's room; and

- (b) any adverse effects likely to be suffered by the resident or other persons if the agreement were not terminated.
- (3) In deciding the application, the tribunal may have regard to any other matter the tribunal considers relevant.

**83A Insertion of new ch 5, pt 2, div 7**

Chapter 5, part 2—

*insert—*

**Division 7                      Offences**

**396A False or misleading information in notice  
requiring resident to leave rental premises**

- (1) This section applies in relation to the following notices—
  - (a) a notice to leave if rental premises being sold given under section 371A;
  - (b) a notice to leave for planned demolition or redevelopment given under section 371B;
  - (c) a notice to leave because of significant repair or renovations given under section 371C;
  - (d) a notice to leave for change of use given under section 371D.
- (2) A provider or provider's agent must not give a resident a notice containing information the provider or agent knows is false or misleading in a material particular.

Maximum penalty—50 penalty units.

- (3) Subsection (2) does not apply if the provider or provider's agent, when giving information in a

[s 83A]

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document—

- (a) tells the resident, to the best of the provider or agent's ability, how the document is false or misleading; and
- (b) if the provider or agent has, or can reasonably obtain, the correct information—gives the resident the correct information.

**396B Provider must not let rental premises for 6 months after ending rooming accommodation for premises being sold**

- (1) If a rooming accommodation agreement ends because the provider gives the resident a notice requiring the resident to leave the rental premises under section 371A, the provider must not offer rooming accommodation at the premises for 6 months after the day the agreement ends.

Maximum penalty—50 penalty units.

- (2) In a proceeding for an offence against subsection (1), it is a defence for the provider to prove that—
  - (a) the provider genuinely made the rental premises available for sale but no offers, acceptable to the provider, were received; or

*Example—*

The only offers the provider received were below the provider's expected sale price.

- (b) the provider entered into a contract for the sale of the rental premises but the contract ended without the premises being sold.

*Example—*

The contract was terminated by the buyer under a term of the contract or a statutory right, including a cooling-off period.

**396C Provider must not let rental premises for 6 months after ending rooming accommodation for change of use**

- (1) If a rooming accommodation agreement ends because the provider gives the resident a notice requiring the resident to leave the rental premises under section 371D, the provider must not offer rooming accommodation at the premises for 6 months after the day the agreement ends.

Maximum penalty—50 penalty units.

- (2) In a proceeding for an offence against subsection (1), it is a defence for the provider to prove that the change of use did not happen for reasons beyond the provider's control.

**84 Amendment of s 415 (Meaning of *urgent application*)**

- (1) Section 415(5)(e)—

*omit, insert—*

- (e) section 221 (Application for repair order), if the application is about emergency repairs

- (ea) section 221B (Extension of time to comply with repair order)

- (2) Section 415(5)—

*insert—*

- (ha) section 246A (Retaliatory action taken against tenant)

- (3) Section 415(5)—

*insert—*

- (ja) section 276A (Retaliatory action taken against resident)

- (3A) Section 415(5)(l)—

[s 85]

---

*omit.*

(4) Section 415(5)—

*insert—*

(mb) section 350 (Issue of warrant of possession)

(5) Section 415(5)(v)—

*omit.*

## **85 Amendment of s 426 (Disputes about lessors' notices)**

(1) Section 426(1)—

*omit, insert—*

(1) If a tenant disputes the ground stated in any of the following notices given to the tenant by the lessor, the tenant may apply to the tribunal for an order about the notice—

- (a) a notice to remedy breach;
- (b) a notice to leave;
- (c) a notice informing the tenant of the lessor's refusal to approve the tenant keeping a pet at the premises.

*Note—*

See section 184D for the requirements of a notice informing the tenant of the lessor's refusal to approve the tenant keeping a pet at the premises.

(2) Section 426(5)—

*omit.*

## **86 Amendment of s 427 (Disputes about providers' notices)**

(1) Section 427(1)(b), ' , other than a notice under section 372'—

*omit.*

(2) Section 427(1)—

---

*insert—*

- (c) a notice informing the resident of the provider's refusal to approve the resident keeping a pet in the resident's room.

*Note—*

See section 256D for the requirements of a notice informing the resident of the provider's refusal to approve the resident keeping a pet in the resident's room.

## 87 Insertion of new ch 14, pt 5

Chapter 14—

*insert—*

### **Part 5                      Transitional provisions for Housing Legislation Amendment Act 2021**

#### **569 Changes in processes not limited to relevant circumstances happening after the commencement**

- (1) This section applies if, after the amendment of this Act by a 2021 amendment, a person may take any of the following actions under this Act because of an act, omission or other circumstance (the *relevant circumstances*)—
  - (a) give a notice;
  - (b) make an application;
  - (c) make a request.
- (2) The person may take the action under this Act whether the relevant circumstances happened before or after the 2021 amendment commenced.
- (3) Unless section 570 applies in relation to the



[s 87]

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action, the action must be dealt with under this Act as in force from the commencement.

(4) In this section—

**2021 amendment** means an amendment of this Act by the *Housing Legislation Amendment Act 2021*, chapter 2, part 3 or schedule 1, part 2.

### **570 Incomplete processes to be completed under pre-amended Act**

(1) This section applies if—

- (a) before the commencement of a 2021 amendment, a person gave a notice or made an application under this Act (the **initiating action**); and
- (b) under the pre-amended Act, a person (the **responder**) may or must take particular action because of the initiating action; and
- (c) the responder did not take or complete the action before the commencement of the 2021 amendment.

(2) Despite the commencement of the 2021 amendment—

- (a) the right or obligation mentioned in subsection (1)(b) continues under the pre-amended Act; and
- (b) the pre-amended Act applies for the purpose of taking the action mentioned in subsection (1)(b).

(3) In this section—

**2021 amendment** means an amendment of this Act by the *Housing Legislation Amendment Act 2021*, chapter 2, part 3 or schedule 1, part 2.

**pre-amended Act**, in relation to a 2021

amendment, means this Act as in force immediately before its amendment by the 2021 amendment.

### **571 Pets previously approved for premises**

- (1) This section applies if, before the commencement—
  - (a) a lessor approved a pet being kept at premises; or
  - (b) a provider approved a pet being kept in a resident's room at rental premises.
- (2) The approval continues in effect for the pet and premises or resident's room until ended by agreement of—
  - (a) for an approval mentioned in subsection (1)(a)—the lessor and tenant; or
  - (b) for an approval mentioned in subsection (1)(b)—the provider and resident.
- (3) A condition of the approval is of no effect to the extent it is inconsistent with this Act, as in force from the commencement.

## **88 Insertion of new sch 1**

Before schedule 2—

*insert—*

### **Schedule 1 Notice periods**

sections 326 and 327

## **Part 1 Notices to leave**

[s 88]

## Division 1

## Notices to leave for premises other than moveable dwelling premises

Notice to leave	Notice period
notice to leave for an unremedied breach that is a failure to pay rent (s 281)	7 days after the notice is given to the tenant
notice to leave for an unremedied breach that is any failure other than a failure to pay rent (s 281)	14 days after the notice is given to the tenant
notice to leave for noncompliance (tribunal order) (s 282)	7 days after the notice is given to the tenant
notice to leave for non-livability (s 284(3))	the day the notice is given to the tenant
notice to leave for compulsory acquisition (s 284(4))	2 months after the notice is given to the tenant
notice to leave for a sale contract (s 286)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement
notice to leave for ending of entitlement under employment (s 288)	4 weeks after the notice is given to the tenant
notice to leave for ending of accommodation assistance (s 289)	4 weeks after the notice is given to the tenant
notice to leave for ending of housing assistance (s 290)	4 weeks after the notice is given to the tenant

<b>Notice to leave</b>	<b>Notice period</b>
notice to leave for serious breach at public or community housing (s 290A)	7 days after the notice is given to the tenant
notice to leave for State government program (s 290B)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement
notice to leave for demolition or redevelopment (s 290C)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement
notice to leave for significant repair or renovations (s 290D)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement
notice to leave for change of use (s 290E)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement
notice to leave for ending of entitlement to student accommodation (s 290F)	1 month after the notice is given to the tenant
notice to leave for owner occupation (s 290G)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement
notice to leave for end of fixed term agreement (s 291)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement

## **Division 2**

## **Notices to leave for long tenancies (moveable dwelling)**

[s 88]

<b>Notice to leave</b>	<b>Notice period</b>
notice to leave for an unremedied breach (s 281)	2 days after the notice is given to the tenant
notice to leave for noncompliance (tribunal order) (s 282)	7 days after the notice is given to the tenant
notice to leave for noncompliance (moveable dwelling relocation) (s 283)	2 days after the notice is given to the tenant
notice to leave for non-livability (ss 284(3) and 285)	the day the notice is given to the tenant
notice to leave for compulsory acquisition (s 284(4))	2 months after the notice is given to the tenant
notice to leave for a sale contract (s 286)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement
notice to leave for voluntary park closure (s 287(2))	3 months after the notice is given to the tenant
notice to leave for compulsory park closure (s 287(3))	the day the notice is given to the tenant
notice to leave for ending of entitlement under employment (s 288)	4 weeks after the notice is given to the tenant
notice to leave for ending of accommodation assistance (s 289)	4 weeks after the notice is given to the tenant
notice to leave for ending of housing assistance (s 290)	2 months after the notice is given to the tenant
notice to leave for State government program (s 290B)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement

<b>Notice to leave</b>	<b>Notice period</b>
notice to leave for demolition or redevelopment (s 290C)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement
notice to leave for significant repair or renovations (s 290D)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement
notice to leave for change of use (s 290E)	3 months after the notice is given to the tenant and not before the end of a fixed term agreement
notice to leave for owner occupation (s 290G)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement
notice to leave for end of fixed term agreement (s 291)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement

### **Division 3      Notices to leave for short tenancies (moveable dwelling)**

<b>Notice to leave</b>	<b>Notice period</b>
notice to leave for an unremedied breach (s 281)	2 days after the notice is given to the tenant
notice to leave for noncompliance (tribunal order) (s 282)	2 days after the notice is given to the tenant
notice to leave for noncompliance (moveable dwelling relocation) (s 283)	2 days after the notice is given to the tenant

[s 88]

<b>Notice to leave</b>	<b>Notice period</b>
notice to leave for non-livability (ss 284(3) and 285)	the day the notice is given to the tenant
notice to leave for compulsory acquisition (s 284(4))	the day the notice is given to the tenant
notice to leave for voluntary park closure (s 287(2))	2 days after the notice is given to the tenant
notice to leave for compulsory park closure (s 287(3))	the day the notice is given to the tenant
notice to leave for ending of entitlement under employment (s 288)	2 days after the notice is given to the tenant
notice to leave for ending of accommodation assistance (s 289)	2 days after the notice is given to the tenant
notice to leave for ending of housing assistance (s 290)	2 days after the notice is given to the tenant

## **Part 2**

## **Notices of intention to leave**

### **Division 1**

### **Notices of intention to leave for premises other than moveable dwelling premises**

<b>Notice of intention to leave</b>	<b>Notice period</b>
notice of intention to leave for an unremedied breach (s 302)	7 days after the notice is given to the lessor

<b>Notice of intention to leave</b>	<b>Notice period</b>
notice of intention to leave for noncompliance (tribunal order) (s 304)	7 days after the notice is given to the lessor
notice of intention to leave for non-livability (s 305(3))	the day the notice is given to the lessor
notice of intention to leave for compulsory acquisition (s 305(4))	14 days after the notice is given to the lessor
notice of intention to leave for intention to sell (s 307)	14 days after the notice is given to the lessor
notice of intention to leave because of condition of premises (s 307A)	14 days after the notice is given to the lessor
notice of intention to leave because of death of cotenant (s 307B)	14 days after the notice is given to the lessor
notice of intention to leave for ending of entitlement to student accommodation (s 307C)	1 month after the notice is given to the lessor
notice of intention to leave because of failure to comply with repair order (s 307D)	14 days after the notice is given to the lessor
notice of intention to leave without ground (s 308)	14 days after the notice is given to the lessor and not before the end of a fixed term agreement

## Division 2      Notices of intention to leave for long tenancies (moveable dwelling)



[s 88]

<b>Notice of intention to leave</b>	<b>Notice period</b>
notice of intention to leave for an unremedied breach (s 302)	2 days after the notice is given to the lessor
notice of intention to leave for noncompliance (tribunal order) (s 304)	7 days after the notice is given to the lessor
notice of intention to leave for non-livability (s 305(3))	the day the notice is given to the lessor
notice of intention to leave for compulsory acquisition (s 305(4))	14 days after the notice is given to the lessor
notice of intention to leave for non-livability (s 306)	the day the notice is given to the lessor
notice of intention to leave for intention to sell (s 307)	14 days after the notice is given to the lessor
notice of intention to leave because of condition of premises (s 307A)	14 days after the notice is given to the lessor
notice of intention to leave because of death of cotenant (s 307B)	7 days after the notice is given to the lessor
notice of intention to leave because of failure to comply with repair order (s 307D)	14 days after the notice is given to the lessor
notice of intention to leave without ground (s 308)	14 days after the notice is given to the lessor and not before the end of a fixed term agreement

### **Division 3                      Notices of intention to leave for short tenancies (moveable dwelling)**

Notice of intention to leave	Notice period
notice of intention to leave for an unremedied breach (s 302)	1 day after the notice is given to the lessor
notice of intention to leave for noncompliance (tribunal order) (s 304)	1 day after the notice is given to the lessor
notice of intention to leave for non-livability (s 305(3))	the day the notice is given to the lessor
notice of intention to leave for compulsory acquisition (s 305(4))	1 day after the notice is given to the lessor
notice of intention to leave for non-livability (s 306)	the day the notice is given to the lessor
notice of intention to leave for intention to sell (s 307)	1 day after the notice is given to the lessor
notice of intention to leave because of failure to comply with repair order (s 307D)	the day the notice is given to the lessor
notice of intention to leave without ground (s 308)	1 day after the notice is given to the lessor

## 89 Amendment of sch 2 (Dictionary)

(1) Schedule 2, definitions *serious breach* and *without ground*—  
*omit.*

(2) Schedule 2—  
*insert—*

***change of use***, for a notice to leave, see section 290E(2).

***condition of premises***, for a notice of intention to leave, see section 307A(4).

***death of cotenant***, for a notice of intention to leave, see section 307B(2).

***demolition or redevelopment***, for a notice to leave, see section 290C(2).

***ending of entitlement to student accommodation***—

- (a) for a notice to leave—see section 290F(3); or
- (b) for a notice of intention to leave—see section 307C(3).

***end of fixed term agreement***, for a notice to leave, see section 291(4).

***failure to comply with repair order***, for a notice of intention to leave, see section 307D(2).

***housing department*** means the department in which the *Housing Act 2003* is administered.

***misrepresentation***, for an application for a termination order—

- (a) for a residential tenancy agreement—see section 312A(2); or
- (b) for a rooming accommodation agreement—see section 381J(2).

***owner occupation***, for a notice to leave, see section 290G(2).

***pet***—

- (a) for a residential tenancy agreement—see section 184A; or
- (b) for a rooming accommodation agreement—see section 256A.

***prescribed minimum housing standards*** see section 17A(1).

***repair order*** see section 221(1).

***representative entity*** means an entity that has the purpose of providing advice or support to tenants.

***serious breach***, for an application for a termination order, see section 297B(2).

***serious breach at public or community housing***, for a notice to leave, see section 290A(3).

***significant repair or renovations***, for a notice to leave, see section 290D(2).

***State government program***, for a notice to leave, see section 290B(2).

***without ground***, for a notice of intention to leave, see section 308(2).

***working dog***—

(a) for a residential tenancy agreement—see section 184A; or

(b) for a rooming accommodation agreement—see section 256A.

(3) Schedule 2, definition *handover day*—

*insert*—

*Note*—

See sections 326(3) and 327(2) for limitations on handover days.

## **Chapter 3      Amendment of Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020**

### **90      Regulation amended**

This chapter amends the *Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020*.

### **91      Omission of pt 2, div 7 (Domestic violence)**

Part 2, division 7—

*omit.*

### **92      Amendment of s 43 (Reletting costs)**

Section 43(2)(b)—

*omit, insert—*

- (b) a notice, that complied with repealed section 22, was given to the lessor under repealed section 21; or

### **93      Omission of pt 3, div 7 (Domestic violence)**

Part 3, division 7—

*omit.*

### **94      Amendment of s 78 (Reletting costs)**

Section 78(2)(b)—

*omit, insert—*

- (b) a notice, that complied with repealed section 60, was given to the provider under repealed section 59; or

**95 Insertion of pt 5, div 4**

Part 5—

*insert—*

**Division 4 Transitional provisions for  
Housing Legislation  
Amendment Act 2021**

**100 Incomplete domestic violence  
processes—residential tenancy**

- (1) Subsection (2) applies if, before the commencement of the *Housing Legislation Amendment Act 2021*, chapter 2, part 2—
  - (a) a tenant gave a lessor a notice under repealed section 21 and the notice complied with repealed section 22; and
  - (b) the tenant, lessor or another tenant has not taken or completed an action required or permitted under the domestic violence provisions in relation to the notice.
- (2) Despite the repeal of the domestic violence provisions—
  - (a) the tenant, lessor or other tenant must take or complete the action required under the domestic violence provisions; and
  - (b) the tenant, lessor or other tenant may take or complete the action permitted under the domestic violence provisions.
- (3) Subsection (4) applies if, before the commencement of the *Housing Legislation*

*Amendment Act 2021*, chapter 2, part 2—

- (a) a tenant applied to the tribunal for a termination order under repealed section 34; and
  - (b) the application was not decided, withdrawn or rejected.
- (4) Despite the repeal of section 34, the tribunal may deal with the application under that section and make a termination order under that section.
- (5) For the purpose of subsections (2) and (4), the provisions of the Act that do not apply or are overridden under the domestic violence provisions continue to not apply or be overridden to the extent provided for under the domestic violence provisions.
- (6) In this section—  
***domestic violence provisions*** means repealed part 2, division 7.

### **101 Incomplete domestic violence processes—rooming accommodation**

- (1) Subsection (2) applies if, before the commencement of the *Housing Legislation Amendment Act 2021*, chapter 2, part 2—
- (a) a resident gave a provider a notice under repealed section 59 and the notice complied with repealed section 60; and
  - (b) the resident, provider or another resident has not taken or completed an action required or permitted under the domestic violence provisions in relation to the notice.
- (2) Despite the repeal of the domestic violence provisions—

- 
- (a) the resident, provider or other resident must take or complete the action required under the domestic violence provisions; and
  - (b) the resident, provider or other resident may take or complete the action permitted under the domestic violence provisions.
- (3) Subsection (4) applies if, before the commencement of the *Housing Legislation Amendment Act 2021*, chapter 2, part 2—
- (a) a resident applied to the tribunal for a termination order under repealed section 68; and
  - (b) the application was not decided, withdrawn or rejected.
- (4) Despite the repeal of section 68, the tribunal may deal with the application under that section and make a termination order under that section.
- (5) For the purpose of subsections (2) and (4), the provisions of the Act that do not apply or are overridden under the domestic violence provisions continue to not apply or be overridden to the extent provided for under the domestic violence provisions.
- (6) In this section—
- domestic violence provisions*** means repealed part 3, division 7.

## 96 Amendment of sch 1 (Dictionary)

Schedule 1, definitions *notice ending residency* and *notice ending tenancy*—

*omit.*



## **Chapter 4      Amendment of Residential Tenancies and Rooming Accommodation Regulation 2009**

### **97      Regulation amended**

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

### **98      Insertion of new s 19A**

Before section 20—

*insert—*

#### **19A Prescribed minimum housing standards—Act, s 17A**

- (1) For section 17A of the Act, the standards stated in schedule 5A are the prescribed minimum housing standards for the following premises—
  - (a) residential premises let, or to be let, under a residential tenancy agreement;
  - (b) premises in which rooming accommodation is, or is to be, provided.
- (2) From 1 September 2023, the prescribed minimum housing standards apply to premises if a residential tenancy agreement, or rooming accommodation agreement, for the premises starts on or after that date.
- (3) From 1 September 2024, the prescribed minimum housing standards apply to all premises to which the standards do not already apply under subsection (2).

**99 Insertion of new s 25A**

After section 25—

*insert—*

**25A Supporting evidence—Act, ss 308B and 381B**

- (1) For sections 308B(1)(b) and 381B(1)(b) of the Act, the following evidence is prescribed—
  - (a) any of the following orders or notices under the *Domestic and Family Violence Protection Act 2012*—
    - (i) a protection order;
    - (ii) a temporary protection order;
    - (iii) a police protection notice;
    - (iv) an interstate order;
  - (b) an injunction under the *Family Law Act 1975* (Cwlth), section 68B(1)(a) or (b) or 114(1)(a);
  - (c) a report, in the approved form, about domestic violence signed by any of the following entities—
    - (i) a health practitioner;
    - (ii) a person who is eligible for membership of the Australian Association of Social Workers;
    - (iii) a refuge or crisis worker;
    - (iv) a domestic and family violence support worker or case manager;
    - (v) an Aboriginal and Torres Strait Islander medical service;
    - (vi) a solicitor.

- (2) In this section—

***health practitioner*** means a person registered

under the Health Practitioner Regulation National Law to practise, other than as a student, in any of the following health professions under that law—

- (a) Aboriginal and Torres Strait Islander health practice;
- (b) medical;
- (c) midwifery;
- (d) nursing;
- (e) occupational therapy;
- (f) psychology.

## **100 Insertion of new sch 5A**

After schedule 5—

*insert—*

# **Schedule 5A Prescribed minimum housing standards**

section 19A

## **Part 1 Safety and security**

### **1 Weatherproof and structurally sound**

- (1) Premises must be weatherproof, structurally sound and in good repair.
- (2) Premises are not weatherproof if the roofing or windows of the premises do not prevent water entering the premises when it rains.
- (3) Without limiting subsection (1), premises are not structurally sound if—

- (a) a floor, wall, ceiling or roof is likely to collapse because of rot or a defect; or
- (b) a deck or stairs are likely to collapse because of rot or a defect; or
- (c) a floor, wall or ceiling or other supporting structure is affected by significant dampness; or
- (d) the condition of the premises is likely to cause damage to an occupant's personal property.

## **2 Fixtures and fittings**

The fixtures and fittings, including electrical appliances, for premises—

- (a) must be in good repair; and
- (b) must not be likely to cause injury to a person through the ordinary use of the fixtures and fittings.

## **3 Locks on windows and doors**

- (1) Premises let, or to be let, under a residential tenancy agreement must have a functioning lock or latch fitted to all external windows and doors to secure the premises against unauthorised entry.
- (2) Premises let, or to be let, under a rooming accommodation agreement must have a functioning lock or latch fitted to all windows and doors of a resident's room to secure the room against unauthorised entry.
- (3) Subsection (1) or (2) apply only to the windows and doors that a person outside the premises or room could access without having to use a ladder.

#### **4 Vermin, damp and mould**

- (1) Premises must be free of vermin, damp and mould.
- (2) Subsection (1) does not apply to vermin, damp or mould caused by the tenant, including, for example, caused by a failure of the tenant to use an exhaust fan installed at the premises.

#### **5 Privacy**

- (1) Premises must have privacy coverings for windows in all rooms in which tenants or residents are reasonably likely to expect privacy, including, for example, bedrooms.
- (2) ***Privacy coverings*** for windows include any of the following—
  - (a) blinds;
  - (b) curtains;
  - (c) tinting;
  - (d) glass frosting.
- (3) Subsection (1) does not apply to a window of a room if a line of sight between a person outside the premises and a person inside the room is obstructed by a fence, hedge, tree or other feature of the property.

### **Part 2 Reasonable functionality**

#### **6 Plumbing and drainage**

Premises must—

- (a) have adequate plumbing and drainage for the number of persons occupying the premises; and
- (b) be connected to a water supply service or other infrastructure that supplies hot and cold water suitable for drinking.

## **7 Bathrooms and toilets**

- (1) The bathroom and toilet facilities at premises must provide the user with privacy.
- (2) Each toilet must—
  - (a) function as designed, including flushing and refilling; and
  - (b) be connected to a sewer, septic system or other waste disposal system.

## **8 Kitchen**

A kitchen, if included, must include a functioning cook-top.

## **9 Laundry**

A laundry, if included, must include the fixtures required to provide a functional laundry other than whitegoods.

# **Chapter 5      Amendment of Retirement Villages Act 1999**

## **101      Act amended**

This chapter amends the *Retirement Villages Act 1999*.

[s 102]

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**102 Amendment of s 6 (What is *retirement village land*)**

Section 6, ‘within the meaning of the *Body Corporate and Community Management Act 1997*’—

*omit.*

**103 Insertion of new pt 3, div 5B**

Part 3—

*insert—*

**Division 5B Exemptions from  
particular obligations  
relating to former  
residents**

**Subdivision 1 Preliminary**

**70C Definitions for division**

In this division—

*exemption start day* see section 70H.

*exempt scheme* means a scheme to which an exemption under section 70D applies.

*right to reside*, in relation to a scheme, means a right under a residence contract to reside in an accommodation unit in the retirement village operated under the scheme.

**Subdivision 2 Exemptions**

**70D Declaration of exemption**

- (1) A regulation may declare that an exemption under this section applies to a stated scheme.

- (2) The Minister may recommend to the Governor in Council the making of a regulation under subsection (1) only if the Minister is satisfied—
  - (a) each residence contract under the scheme is based on a freehold interest in an accommodation unit that is the resident's freehold property; and
  - (b) the exemption would be appropriate because of the extent to which—
    - (i) the residents are in a position to control or influence the affairs of the scheme operator in relation to the operation of the scheme; and
    - (ii) for any of the accommodation units, the scheme operator's assets and ability to generate income are likely to be insufficient to purchase the resident's freehold property.
- (3) When deciding whether an exemption for a scheme would be appropriate under subsection (2)(b), the Minister may have regard to any relevant matter, including the following—
  - (a) whether, for a scheme in which the retirement village land is land included in a community titles scheme, the common area of the retirement village is—
    - (i) common property under the community titles scheme; or
    - (ii) a lot owned by the body corporate under the community titles scheme;
  - (b) the extent to which, other than as required by this Act—
    - (i) the scheme operator has any control over, or involvement in, the sale of a



[s 103]

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- former resident's accommodation unit;  
and
  - (ii) a former resident is required to refurbish, reinstate or renovate the former resident's accommodation unit before it may be sold;
  - (c) the extent to which the scheme operator makes any profit from fees or charges payable by residents;
  - (d) whether any amount is payable to the scheme operator on the sale of an accommodation unit.
- (4) If the Minister stops being satisfied about a matter stated in subsection (2)(a) or (b) in relation to an exempt scheme, the Minister must recommend to the Governor in Council the making of a regulation ending the exemption of the scheme.

### **70E Effect of exemption**

Sections 63(1)(c) and 63A do not apply to the scheme operator of an exempt scheme in relation to a former resident.

### **70F Scheme operator must notify changes relevant to exemption**

- (1) This section applies to the scheme operator of an exempt scheme if the scheme operator knows, or ought reasonably to know, there has been a change to any matter or circumstance that is relevant to a matter mentioned in section 70D(2)(a) or (b).

*Example—*

a sale of shares, in a scheme operator that is a corporation, that changes the extent to which the residents are in a position to control the corporation

- (2) Within 28 days after the scheme operator becomes aware or ought reasonably to have become aware of the change, the scheme operator must give the chief executive a notice in the approved form.

Maximum penalty—50 penalty units.

### **70G Chief executive may require information about exempt scheme**

- (1) The chief executive may give the scheme operator of an exempt scheme a notice asking for stated information about a matter or circumstance that the chief executive considers may be relevant to a matter mentioned in section 70D(2)(a) or (b).
- (2) The notice must state the reasonable time, not less than 28 days after the notice is given, within which the information must be given.
- (3) The scheme operator must comply with the notice unless the scheme operator has a reasonable excuse.

Maximum penalty—50 penalty units.

## **Subdivision 3 Transitional provisions for start of exemption**

### **70H Application of subdivision**

This subdivision applies if a resident's right to reside is terminated under this Act before the day (the *exemption start day*) on which an exemption under section 70D starts to apply to a scheme.

### **70I Exit entitlement payments**

- (1) From the exemption start day, section 63(1)(c)

[s 103]

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does not apply to any exit entitlement of the former resident.

- (2) Subsection (1) does not affect a right acquired or liability incurred in relation to an amount that was required to be paid under section 63(1)(c) on a day before the exemption start day.

### **70J Uncompleted contract to purchase freehold property**

- (1) This section applies if the scheme operator—
  - (a) entered into a contract under section 63A before the exemption start day to purchase the former resident's freehold property; and
  - (b) did not complete the purchase before the exemption start day.
- (2) At the beginning of the exemption start day, the contract ends.
- (3) If the scheme operator has paid an amount to the seller under the contract towards the purchase of the former resident's freehold property, the scheme operator may give the seller a notice requiring repayment of the amount.
- (4) The notice must state the day, not less than 30 days after the notice is given, by which the amount must be repaid.
- (5) The seller must comply with the notice.
- (6) No compensation is payable to the seller for a loss incurred because the contract ends under this section.
- (7) In this section—

***seller*** means the person from whom the scheme operator is buying the former resident's freehold property under the contract.

### **70K Failure to complete purchase of freehold property before exemption starts**

- (1) This section applies if the scheme operator was required, under section 63A or a contract entered into under that section, to complete the purchase of the former resident's freehold property on a day (the *completion day*) before the exemption start day.
- (2) Neither section 70E nor 70J affects any right of a person to claim compensation from the scheme operator for a failure to complete the purchase on the completion day.

### **70L Proceedings for offences**

- (1) This section applies in relation to an offence against section 63(1) or 63A(2) committed by the scheme operator before the exemption start day.
- (2) Without limiting the *Acts Interpretation Act 1954*, section 20, a proceeding for the offence may be continued or started, and the scheme operator may be convicted of and punished for the offence, as if the exemption had not started to apply to the scheme.

## **Subdivision 4 Transitional provision for end of exemption**

### **70M End of exemption**

- (1) This section applies if an exemption applying to a scheme under section 70D ends.
- (2) From the day the exemption ends—
  - (a) sections 63(1)(c) and 63A apply to the scheme operator in relation to a former resident; and

[s 104]

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- (b) if the former resident's right to reside was terminated while the exemption was in effect, this Act applies as if a reference in section 63(1)(c) or 63B(3)(a) to the termination date were a reference to the day the exemption ends.

**104 Amendment of s 237Q (Timing of mandatory buyback)**

Section 237Q—

*insert—*

- (5) This section applies subject to part 3, division 5B.

**105 Insertion of new pt 15, div 5**

Part 15—

*insert—*

**Division 5                      Transitional provision for  
Housing Legislation  
Amendment Act 2021**

**237R Exemption of schemes**

- (1) This section applies in relation to a regulation under section 70D declaring that an exemption applies to a scheme.
- (2) Section 70E applies in relation to the scheme operator and a former resident even if the former resident's right to reside in an accommodation unit under the scheme was terminated before the day section 70D commences.

**106 Amendment of schedule (Dictionary)**

Schedule—

*insert—*

***community titles scheme*** see the *Body Corporate and Community Management Act 1997*, section 10.

***exemption start day***, for part 3, division 5B, see section 70H.

***exempt scheme***, for part 3, division 5B, see section 70C.

***right to reside***, for part 3, division 5B, see section 70C.

## Chapter 6      Other amendments

### 107      Legislation amended

Schedule 1 amends the legislation it mentions.

## **Schedule 1      Other amendments**

section 107

### **Part 1                      Amendments commencing on assent**

#### **Residential Tenancies and Rooming Accommodation Act 2008**

- 1            Section 69, heading, ‘By-laws’—**  
*omit, insert—*  
**Body corporate by-laws**
- 2            Section 69, from ‘by-laws’ to ‘1980’—**  
*omit, insert—*  
**body corporate by-laws**
- 3            Section 70(1) and (4), ‘an agreement’—**  
*omit, insert—*  
**a residential tenancy agreement**
- 4            Section 70(1)(b)(iv), ‘277(7)’—**  
*omit, insert—*  
**324A**

**5 Section 70(1)(b)(v)—**

*omit, insert—*

- (v) a separate written agreement between the lessor and tenant to end the residential tenancy agreement under section 277(a).

**6 Section 71(8), ‘other that’—**

*omit, insert—*

, other than

**7 Section 82(1)(b), after ‘end the agreement’—**

*insert—*

under section 366(a)

**8 Section 82(2), ‘The agreement’—**

*omit, insert—*

The rooming accommodation agreement

**9 Section 114(b), after ‘cotenant’—**

*insert—*

or coresident

**10 Section 116(1), ‘a rental bond’—**

*omit, insert—*

an amount that is to be applied to a rental bond

**11 Section 118—**

*insert—*

- (5) This section does not apply in relation to a rental bond for accommodation of a boarder or lodger.



**12 Section 119(1), ‘lessor under an agreement’—**

*omit, insert—*

lessor under a residential tenancy agreement, or a provider under a rooming accommodation agreement,

**13 Section 119(1)(a), ‘tenant is given to the lessor’—**

*omit, insert—*

tenant or resident is given to the lessor or provider

**14 Section 119(2), ‘or lessor’s agent’—**

*omit, insert—*

, provider or the lessor’s or provider’s agent

**15 Section 119(3), ‘by the lessor or lessor’s agent’—**

*omit, insert—*

to the authority

**16 Section 122(1)(c), ‘new agreement’—**

*omit, insert—*

*renewal agreement*

**17 Section 122(2), ‘new agreement’—**

*omit, insert—*

renewal agreement

**18 Section 125(2), ‘lessor or’—**

*omit, insert—*

lessor, provider or

---

**19 Section 126—***insert—**Note—*

See, however, section 135A.

**20 Section 128, heading, ‘by lessor’—***omit, insert—***only by lessor or provider****21 Section 128(1), ‘by the lessor only’—***omit, insert—***only by the lessor or provider****22 Section 128(3), after ‘lessor’—***insert—***or provider****23 Section 128(3)(a)—***omit, insert—*

(a) the authority must make the payment as required under subdivision 4; and

**24 Section 129, heading, ‘by contributor’—***omit, insert—***only by contributor****25 Section 129(2) and (3)(b), after ‘lessor’—***insert—***or provider**

**26 Section 129(3)(a)—**

*omit, insert—*

- (a) the authority must make the payment as required under subdivision 4; and

**27 Section 130—**

*insert—*

*Note—*

See, however, section 135A.

**28 Section 131, heading, ‘lessor and every contributor’—**

*omit, insert—*

**every contributor and the lessor or provider**

**29 Section 131, ‘the lessor and every contributor’—**

*omit, insert—*

**every contributor and the lessor or provider**

**30 Section 132, heading, ‘lessor and some contributors’—**

*omit, insert—*

**some contributors and the lessor or provider**

**31 Section 132(1), from ‘by the lessor’—**

*omit, insert—*

**by—**

- (a) some, but not all, of the contributors; and
- (b) the lessor or provider.

---

**32 Section 132(5)(a)—***omit, insert—*

- (a) the authority must make the payment as required under subdivision 4; and

**33 Section 133, heading, ‘by lessor’—***omit, insert—*

**only by lessor or provider**

**34 Section 133(1), ‘by the lessor only’—***omit, insert—*

only by the lessor or provider

**35 Section 133(3)(a)—***omit, insert—*

- (a) the authority must make the payment as required under subdivision 4; and

**36 Section 134, heading, ‘by every contributor’—***omit, insert—*

**made only by all contributors**

**37 Section 134(1), (2) and (3)(b), after ‘lessor’—***insert—*

or provider

**38 Section 134(3)(a)—***omit, insert—*

- (a) the authority must make the payment as required under subdivision 4; and

**39 Section 135, heading, ‘by some contributors’—**

*omit, insert—*

**only by some contributors**

**40 Section 135(1), (2) and (3)(b), after ‘lessor’—**

*insert—*

or provider

**41 Section 135(2)(a) and (3)(a)—**

*omit, insert—*

(a) the authority must make the payment as required under subdivision 4; and

**42 Chapter 2, part 3, division 3, subdivision 4, heading, ‘Other matters about payment’—**

*omit, insert—*

**General process for payment of rental bond if interested persons for the payment**

**43 Section 141(2), after ‘tenant’—**

*insert—*

or resident

**44 Section 141(4)—**

*omit, insert—*

(4) Also—

(a) if the payment is required to be made to the lessor, the authority may make the payment only to the lessor or lessor’s agent; or

(b) if the payment is required to be made to the provider, the authority may make the

payment only to the provider or provider's agent.

**45 Section 145(3)—**

*omit, insert—*

(3) The receipt must state the following—

- (a) the name of the person receiving the rental bond;
- (b) the name of the tenant or resident;
- (c) if the person receiving the rental bond is not the lessor or provider—the name of the lessor or provider;
- (d) the address of the premises for which the rental bond is paid;
- (e) the date the rental bond was received;
- (f) the amount of the rental bond;
- (g) if there is more than 1 tenant or resident and they tell the person receiving the rental bond the proportions in which the bond is paid—the amount paid by each tenant or resident.

**46 Section 146(1)(a) and (b)—**

*omit, insert—*

- (a) for a residential tenancy agreement for which the lessor is the tenant's employer and gives the tenant a rental subsidy—the amount fixed under subsection (2); or
- (b) for a rooming accommodation agreement for which the provider is the resident's employer and gives the resident a rental subsidy—the amount fixed under subsection (2); or

(c) otherwise—the maximum rental bond for the residential tenancy agreement or rooming accommodation agreement.

**47 Section 146(2), ‘subsection (1)(a)’—**

*omit, insert—*

subsection (1)(a) and (b)

**48 Section 146(2)(b), ‘agreement’—**

*omit, insert—*

residential tenancy agreement or rooming accommodation agreement

**49 Section 153(1)(c), after ‘tenants’—**

*insert—*

and providers and residents

**50 Section 154, after ‘tenant’—**

*insert—*

or resident

**51 Section 154(a) and (c)(i), ‘the agreement’—**

*omit, insert—*

the residential tenancy agreement or rooming accommodation agreement

**52 Section 154(b), after ‘lessor’—**

*insert—*

or provider

**53 Section 155(1), ‘an agreement’—**

*omit, insert—*

a residential tenancy agreement or rooming accommodation agreement

**54 Section 155(3), after ‘lessor’—**

*insert—*

or provider

**55 Section 155(4), after ‘tenant’—**

*insert—*

or resident

**56 Section 509(1)(b), ‘366(5)’—**

*omit, insert—*

366(f)

**Part 2 Amendments commencing by proclamation**

**Residential Tenancies and Rooming Accommodation Act 2008**

**1 Section 57, heading, ‘Premises must be offered’—**

*omit, insert—*

**Offer of residential tenancy must be**



**2 Sections 61(1) and 62(1), ‘the agreement’—**

*omit, insert—*

a residential tenancy agreement

**3 Section 66(1)—**

*omit, insert—*

(1) This section—

- (a) applies if a tenant’s right to occupy premises ends when a residential tenancy agreement ends; and
- (b) does not apply if the tenant’s right to occupy the premises continues under another residential tenancy agreement.

(1A) The tenant must, on or before the day the residential tenancy agreement ends—

- (a) prepare, in the approved form, a condition report for the premises and any inclusions; and
- (b) sign the condition report; and
- (c) as soon as practicable after the agreement ends, give a copy of the condition report to the lessor or agent.

**4 Section 66(2), before ‘report’—**

*insert—*

condition

**5 Section 66(2)(a) and (b), after ‘copy’—**

*insert—*

of the condition report

---

**6 Section 66(1A) to (3)—**

*renumber* as section 66(2) to (4).

**7 Section 67(2)(b) and (c), ‘the agreement’—**

*omit, insert—*

the residential tenancy agreement

**8 Section 67(3) and (4), ‘an agreement that’—**

*omit, insert—*

a residential tenancy agreement that

**9 Section 67—**

*insert—*

- (5) If a lessor or agent complies with subsection (1) for a tenant under a residential tenancy agreement, subsections (1) to (4) do not apply in relation to a later residential tenancy agreement that continues the tenant’s right to occupy the same premises.

**10 Section 68—**

*insert—*

- (5) If a lessor or agent complies with subsection (2) for a tenant under a residential tenancy agreement, subsections (2)(a) and (3) do not apply in relation to a later residential tenancy agreement that continues the tenant’s right to occupy the same premises.

**11 Section 69—**

*insert—*

- (2) If a lessor or agent complies with subsection (1)

Schedule 1

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for a tenant under a residential tenancy agreement, subsection (1) does not apply in relation to a later residential tenancy agreement that continues the tenant's right to occupy the same premises.

**12 Sections 283(3), 284(3) and (4), 285(5), 287(4) and (5) and 290(3), note—**

*omit.*

**13 Sections 288(3), 289(3), 302(2), 304(2), 305(4), 306(5), 307(4) and 308(2), notes—**

*omit.*

**14 Section 381, heading, 'Terminating of'—**

*omit, insert—*

**Notice terminating**

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