




Speech By  
**Hon. Samuel O'Connor**  
**MEMBER FOR BONNEY**

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Record of Proceedings, 25 June 2025

**PLANNING (SOCIAL IMPACT AND COMMUNITY BENEFIT) AND OTHER  
LEGISLATION AMENDMENT BILL**

 **Hon. ST O'CONNOR** (Bonney—LNP) (Minister for Housing and Public Works and Minister for Youth) (4.40 pm): I rise to make a brief contribution to provide members with more information regarding the technical amendments to the Queensland Building and Construction Commission Act, which the Deputy Premier circulated this morning, that will clarify the operation of the Queensland Home Warranty Scheme. The Home Warranty Scheme is a statutory safety net for Queenslanders building or renovating their homes, with an average of 150,000 policies taken out each year. It makes sure that when things go wrong or when work is left incomplete or is defective consumers are protected and are not left to carry the burden alone.

Our amendments make it clear that eligibility for cover under the Home Warranty Scheme is not restricted to only formal, written and signed building contracts. These amendments confirm that other forms of agreements, including informal arrangements like email exchanges or verbally accepted quotes, are also recognised under the scheme. This reflects how many Queenslanders engage with tradespeople, especially for lower financial value renovations and repair work. Not every contract is or necessarily should be a 20-page legal document. For thousands of Queenslanders it is a clear quote, an email confirming acceptance, a mutual understanding of the work to be done. That has always been common practice within the industry and these amendments give that practice legal certainty. It is not reasonable to deny someone protection under the scheme simply because their contract was not in the right format, especially when they received a notice of cover from the QBCC and proceeded in good faith.

These amendments result from a QCAT decision which interprets certain provisions under QBCC legislation in a manner inconsistent with the longstanding intent of the Queensland Home Warranty Scheme. A sample review of Queensland Home Warranty Scheme policies issued by the QBCC found that between 60 to 90 per cent of lower value renovation contracts would not meet the formality requirements set out by QCAT. While the rate of defects and claims for lower value work is low, when defects do occur the cost of rectification is often up to three times greater than the cost of the original building work. Given the prevalence of informal contracts, the QBCC has historically assessed Queensland Home Warranty Scheme claims using a common law principles approach which accepts these informal contracts. Recognising common law contracts, as these amendments do, is consistent with the overall policy intent of the Queensland Home Warranty Scheme to provide consumer protection in the worst of circumstances. The amendments have resulted from advice that the government received. We formed a view that it was important to move these as quickly as possible to resolve the matter.

As the Deputy Premier stated earlier, the amendments will provide legislative certainty and clarity about the intent of the Home Warranty Scheme by confirming coverage for the range of agreements between a home owner and a builder. These amendments will ensure informal contracts that meet the substance of a contractual agreement under common law are covered and that consumers who have done everything reasonably expected of them are protected.

In addition, these amendments will validate past decisions made by the QBCC in line with this approach, ensuring past actions, premium collections and claim payments remain secure and free from legal uncertainty. They also provide clear pathways for consumers, whose claims may have been rejected solely because their agreement was not in formal written form, to now seek review within a defined six-month period.

To conclude, these changes uphold the purpose of the scheme to protect Queenslanders and give them confidence in our construction sector. They do not change the fundamental responsibilities of builders or alter statutory warranty rights under formal contracts, but they do clarify what types of agreements the scheme will honour and, in doing so, reinforce trust in the system. I commend the bill and the associated amendments to the House.