



Australian Capital Territory

# **Residential Tenancies Act 1997**

**A1997-84**

**Republication No 52**

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## About this republication

### The republished law

This is a republication of the *Residential Tenancies Act 1997* (including any amendment made under the *Legislation Act 2001*, part 11.3 (Editorial changes)) as in force on 7 May 2018. It also includes any commencement, amendment, repeal or expiry affecting this republished law to 7 May 2018.

The legislation history and amendment history of the republished law are set out in endnotes 3 and 4.

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- authorised republications to which the *Legislation Act 2001* applies
- unauthorised republications.

The status of this republication appears on the bottom of each page.

### Editorial changes

The *Legislation Act 2001*, part 11.3 authorises the Parliamentary Counsel to make editorial amendments and other changes of a formal nature when preparing a law for republication. Editorial changes do not change the effect of the law, but have effect as if they had been made by an Act commencing on the republication date (see *Legislation Act 2001*, s 115 and s 117). The changes are made if the Parliamentary Counsel considers they are desirable to bring the law into line, or more closely into line, with current legislative drafting practice.

This republication includes amendments made under part 11.3 (see endnote 1).

### Uncommenced provisions and amendments

If a provision of the republished law has not commenced, the symbol **U** appears immediately before the provision heading. Any uncommenced amendments that affect this republished law are accessible on the ACT legislation register ([www.legislation.act.gov.au](http://www.legislation.act.gov.au)). For more information, see the home page for this law on the register.

### Modifications

If a provision of the republished law is affected by a current modification, the symbol **M** appears immediately before the provision heading. The text of the modifying provision appears in the endnotes. For the legal status of modifications, see the *Legislation Act 2001*, section 95.

### Penalties

At the republication date, the value of a penalty unit for an offence against this law is \$150 for an individual and \$750 for a corporation (see *Legislation Act 2001*, s 133).



Australian Capital Territory

# Residential Tenancies Act 1997

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Australian Capital Territory

# Residential Tenancies Act 1997

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An Act relating to residential tenancies and occupancy agreements

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## Part 1 Preliminary

### 1 Name of Act

This Act is the *Residential Tenancies Act 1997*.

### 2 Dictionary

The dictionary at the end of this Act is part of this Act.

*Note 1* The dictionary at the end of this Act defines certain terms used in this Act, and includes references (*signpost definitions*) to other terms defined elsewhere.

For example, the signpost definition '*energy efficiency rating statement*'—see the *Construction Occupations (Licensing) Act 2004*, s 123AC' means that the term '*energy efficiency rating statement*' is defined in that section and the definition applies to this Act.

*Note 2* A definition in the dictionary (including a signpost definition) applies to the entire Act unless the definition, or another provision of the Act, provides otherwise or the contrary intention otherwise appears (see *Legislation Act*, s 155 and s 156 (1)).

### 3 Notes

A note included in this Act is explanatory and is not part of this Act.

*Note* See the *Legislation Act*, s 127 (1), (4) and (5) for the legal status of notes.

### 3A Offences against Act—application of Criminal Code etc

Other legislation applies in relation to offences against this Act.

*Note 1* *Criminal Code*

The [Criminal Code](#), ch 2 applies to all offences against this Act (see Code, pt 2.1).

The chapter sets out the general principles of criminal responsibility (including burdens of proof and general defences), and defines terms used for offences to which the Code applies (eg *conduct*, *intention*, *recklessness* and *strict liability*).

*Note 2* *Penalty units*

The [Legislation Act](#), s 133 deals with the meaning of offence penalties that are expressed in penalty units.

### 4 Application of Act

This Act does not apply in relation to—

- (a) accommodation provided by an approved provider under the [Aged Care Act 1997](#) (Cwlth); or
- (b) premises prescribed by regulation.

*Note 1* A reference to an Act includes a reference to the statutory instruments made or in force under the Act, including a regulation (see [Legislation Act](#), s 104).

*Note 2* The [Aged Care Act 1997](#) (Cwlth) is accessible at [www.comlaw.gov.au](http://www.comlaw.gov.au)

## Part 1A Meaning of residential tenancy agreement

### 5 Who is a *lessor*?

- (1) A person is a *lessor* if the person grants a right of occupation under a residential tenancy agreement.
- (2) *Lessor* includes a prospective lessor.

### 6 Who is a *tenant*?

- (1) A person is a *tenant* if the person has a right of occupation under a residential tenancy agreement.
- (2) *Tenant* includes a prospective tenant.

### 6A What is a *residential tenancy agreement*?

- (1) An agreement is a *residential tenancy agreement* if, under the agreement—
  - (a) a person gives someone else (the *tenant*) a right to occupy stated premises; and
  - (b) the premises are for the tenant to use as a home (whether or not together with other people); and
  - (c) the right is given for value.
- (2) The agreement may be—
  - (a) express or implied; or
  - (b) in writing, oral, or partly in writing and partly oral.
- (3) The right to occupy may be—
  - (a) exclusive or not exclusive; and
  - (b) given with a right to use facilities, furniture or goods.

- (4) This section is subject to the following sections:
- section 6D (Certain kinds of agreements not residential tenancy agreements)
  - section 6E (Certain people given right of occupation not tenants)
  - section 6F (Certain kinds of premises mean no residential tenancy agreement).

**6B Residential tenancy agreement if agreement written and says it is residential tenancy agreement**

Despite section 6A (4), an agreement is a residential tenancy agreement if it—

- (a) complies with section 6A (1) to (3); and
- (b) is in writing; and
- (c) expressly states that it is a residential tenancy agreement.

**6C Residential tenancy agreement if agreement part of employment**

Despite section 6A (4), an agreement mentioned in section 6A (1) to (3) is a residential tenancy agreement if the person who is given the right to occupy the premises occupies the premises as the person's home under the terms and conditions of the person's employment.

**6D Certain kinds of agreements not residential tenancy agreements**

- (1) A residential tenancy agreement does not include an agreement—
- (a) arising under a mortgage entered into honestly in relation to the premises; or

- (b) arising under a scheme if—
    - (i) a group of adjacent premises is owned by a company; and
    - (ii) the tenants who have rights to occupy the adjacent premises are people who jointly have a controlling interest in the company; or
  - (c) entered into honestly to provide a right to occupy the premises for a holiday; or
  - (d) prescribed by regulation.
- (2) This section is subject to the following sections:
- section 6B (Residential tenancy agreement if agreement written and says it is residential tenancy agreement)
  - section 6C (Residential tenancy agreement if agreement part of employment).

**6E Certain people given right of occupation not tenants**

- (1) A residential tenancy agreement does not include an agreement for the right to occupy premises if the person given the right of occupation is—
- (a) a party to an agreement entered into honestly for the sale or purchase of the premises; or
  - (b) a boarder or lodger; or
  - (c) a person prescribed by regulation.
- (2) This section is subject to the following sections:
- section 6B (Residential tenancy agreement if agreement written and says it is residential tenancy agreement)
  - section 6C (Residential tenancy agreement if agreement part of employment).



**6F Certain kinds of premises mean no residential tenancy agreement**

- (1) A residential tenancy agreement does not include an agreement for the right to occupy premises if the premises are—
- (a) a caravan or mobile home in a mobile home park; or
  - (b) a hotel or motel; or
  - (c) used for a club; or
  - (d) on the campus of an educational institution; or
  - (e) prescribed by regulation.

*Note* This Act does not apply to nursing homes, hostels for aged or disabled people or other prescribed premises (see s 4).

- (2) This section is subject to the following sections:
- section 6B (Residential tenancy agreement if agreement written and says it is residential tenancy agreement)
  - section 6C (Residential tenancy agreement if agreement part of employment).

**7 When does residential tenancy agreement start?**

A residential tenancy agreement starts on the earliest of the following days:

- (a) the day stated in the agreement;
- (b) the 1st day both parties have signed the agreement and received a copy signed by the other;
- (c) the day the tenant takes possession of the premises;
- (d) the 1st day the lessor receives rent from the tenant.

## **Part 2 Residential tenancy agreements**

### **Division 2.1 Terms of agreement**

#### **8 Standard residential tenancy terms**

- (1) A residential tenancy agreement—
  - (a) must contain, and is taken to contain, terms to the effect of the standard residential tenancy terms mentioned in schedule 1; and
  - (b) if the lessor and tenant agree—may contain a fair clause for posted people; and
  - (c) if the agreement is a fixed term agreement and the lessor and tenant agree—may contain a break lease clause; and
  - (d) may contain any other term—
    - (i) that is consistent with the standard residential tenancy terms; or
    - (ii) that is inconsistent with a standard residential tenancy term if the term has been endorsed by the ACAT under section 10.

(2) In this section:

*break lease clause* means the following clause:

**Termination before end of fixed term—fee for breaking lease**

- (1) If the tenant ends a fixed term agreement before the end of the fixed term (other than for a reason provided for by the Residential Tenancies Act or the agreement), the tenant must pay a fee (a *break fee*) of the following amount:
  - (a) if the fixed term is 3 years or less—
    - (i) if less than half of the fixed term has expired—6 weeks rent; or
    - (ii) in any other case—4 weeks rent;
  - (b) if the fixed term is more than 3 years—the amount agreed between the lessor and tenant.
- (2) The lessor agrees that the compensation payable by the tenant for ending a fixed term agreement before the end of the fixed term is limited to the amount of the break fee specified in subclause (1).

*fair clause for posted people* means the following clause:

**Termination because of posting**

- (1) The tenancy agreement may be terminated—
  - (a) if the lessor is posted to Canberra in the course of the lessor's employment—by the lessor giving the tenant at least 8 weeks written notice; or
  - (b) if the tenant is posted away from Canberra in the course of the tenant's employment—by the tenant giving the lessor at least 8 weeks written notice.

- (2) A notice under subclause (1) must be accompanied by evidence of the posting (for example, a letter from the employer of the lessor or tenant confirming the details of the posting).
- (3) The tenancy ends—
  - (a) 8 weeks after the day a notice is received under subclause (1); or
  - (b) if a later date is stated in the notice—on the stated date.

## **9 Inconsistent tenancy terms void**

- (1) A term of a residential tenancy agreement is void if—
  - (a) it is inconsistent with a standard residential tenancy term; and
  - (b) it has not been endorsed by the ACAT under section 10.
- (2) A term of a residential tenancy agreement is void if it is inconsistent with this Act (other than a standard residential tenancy term).

## **10 Endorsement of inconsistent tenancy terms by ACAT**

- (1) The parties to a residential tenancy agreement may apply in writing to the ACAT for endorsement of a term of the agreement (the *inconsistent term*) that is inconsistent with a standard residential tenancy term.
- (2) If the parties apply for endorsement of the inconsistent term, the ACAT must do 1 of the following:
  - (a) endorse the inconsistent term;
  - (b) substitute the equivalent standard residential tenancy term for the inconsistent term.
- (3) In making a decision under subsection (2), the ACAT must consider—
  - (a) the criteria determined under subsection (6); and

- (b) whether the inclusion of the inconsistent term in the residential tenancy agreement was obtained by fraud or undue influence.
- (4) The ACAT must not endorse a term that is inconsistent with this Act (other than a standard residential tenancy term).
- (5) The ACAT must not endorse a term mentioned in section 15 (5) in relation to a tenant unless satisfied that the tenant owes an amount to the housing commissioner.
- (6) The Minister may determine criteria for subsection (3) (a).
- (7) A determination is a disallowable instrument.

*Note* A disallowable instrument must be notified, and presented to the Legislative Assembly, under the [Legislation Act](#).

## **Division 2.2 Precontractual obligations**

### **11 Compliance**

- (1) A lessor or tenant, or the agent of a lessor or tenant, must comply with his or her obligations under this division before the residential tenancy agreement commences.
- (2) A person is taken to have complied with an obligation under this division to provide certain information if that information is set out in the residential tenancy agreement being signed by the tenant.

### **11A Energy efficiency rating—advertising**

- (1) A person commits an offence if—
  - (a) the person publishes an advertisement for the lease of premises; and
  - (b) the advertisement does not contain—
    - (i) if there is an existing energy efficiency rating of the habitable part of the premises—a statement of the energy efficiency rating; or

- (ii) if there is no existing energy efficiency rating statement for the habitable part of the premises—a statement to that effect.

Maximum penalty: 5 penalty units.

- (2) Subsection (1) does not apply if the person has a reasonable excuse.
- (3) A person commits an offence if—
  - (a) the person publishes an advertisement for the lease of premises; and
  - (b) the advertisement includes a statement of the energy efficiency rating of the habitable part of the premises; and
  - (c) the statement is false or misleading.

Maximum penalty: 5 penalty units.

- (4) Subsection (3) does not apply if the person has a reasonable excuse.
- (5) Also, subsection (3) (c) does not apply if the statement is not false or misleading in a material particular.
- (6) An offence against this section is a strict liability offence.
- (7) In this section:

***existing energy efficiency rating***, of the habitable part of premises, means the energy efficiency rating, or the most recent energy efficiency rating, prepared for the premises for the purpose of a sale or leasing of the premises.

***publish*** means communicate or distribute information in a way or to an extent that makes it available to, or likely to come to the notice of, the public or a section of the public.

## **11B Smoke alarms**

- (1) A lessor must not enter into a residential tenancy agreement with a tenant in relation to premises unless—
  - (a) smoke alarms are installed at the premises; and
  - (b) the smoke alarms, and the installation of the smoke alarms, comply with the requirements prescribed by regulation.

*Note* Other requirements may apply in relation to the installation of smoke alarms, for example, requirements under the *Building Act 2004*.

- (2) A regulation made for subsection (1) may apply, adopt or incorporate a law or instrument as in force from time to time.

## **12 Lessor's obligations**

- (1) The lessor must give the tenant a copy of the proposed residential tenancy agreement and, if they are not included in the copy of the agreement, the standard residential tenancy terms, and allow the tenant a reasonable time to consider the proposed agreement.
- (2) A copy of a residential tenancy agreement provided under subsection (1) that contains a provision that is inconsistent with a standard residential tenancy term must be annotated in a way that draws the attention of the tenant to the provision and the fact that it is inconsistent with a standard residential tenancy term.
- (3) The lessor must provide the tenant with the following information:
  - (a) the lessor's full name;
  - (b) an address for service on the lessor and at which the lessor can be contacted by the tenant;
  - (c) for the premises that are the subject of the proposed residential tenancy agreement—
    - (i) a copy of an energy efficiency rating statement (if any) for the habitable part of the premises; or

- (ii) a copy of a fresh energy efficiency rating statement for the habitable part of the premises if—
  - (A) building work under the *Building Act 2004*, section 6 has been carried out on the premises that affects the energy efficiency rating of the habitable part of the premises; and
  - (B) before the building work was carried out, an energy efficiency rating statement had been prepared for the habitable part of the premises;
- (d) if the premises are crisis accommodation provided by a declared crisis accommodation provider—a statement explaining that the lessor can terminate the agreement on 4 weeks notice if the lessor needs the premises to use as crisis accommodation for someone other than the tenant;
- (e) if there is an asbestos assessment report for the premises and the lessor can obtain a copy of the report after taking reasonable steps—a copy of the report;
- (f) if there is no asbestos assessment report for the premises or the lessor cannot obtain the asbestos assessment report for the premises after taking reasonable steps—an asbestos advice for the premises.

(4) In this section:

**asbestos advice**—see the *Dangerous Substances Act 2004*, section 47J.

**asbestos assessment report**, for premises—see the *Dangerous Substances Act 2004*, section 47K.

**declared crisis accommodation provider** means a crisis accommodation provider declared under section 126.



**13 Tenant's obligations**

The tenant must provide the lessor with the tenant's full name.

**14 Agent's obligations**

The agent of a lessor or tenant must provide the tenant or lessor, as the case requires, with the following information:

- (a) the agent's full name;
- (b) the fact that he or she is the agent of the lessor or tenant;
- (c) if the agent is a company—the name of a company employee who can be contacted in relation to the residential tenancy agreement.

**Division 2.3 Consideration**

**15 Rent or a bond only**

- (1) In consideration for giving a tenant a right to occupy premises, a lessor may only require or accept rent or a bond.
- (2) A lessor must not require or accept any consideration for—
  - (a) agreeing to enter into, extend or renew a residential tenancy agreement; or
  - (b) agreeing to the assignment or transfer of a tenant's rights and obligations under a residential tenancy agreement; or
  - (c) consenting to a tenant entering into, extending or renewing a residential tenancy agreement with a subtenant; or
  - (d) vacating premises; or
  - (e) giving a tenant a key to premises; or
  - (f) informing a tenant about the availability of premises for occupation under a residential tenancy agreement.

- (3) For subsection (1), a requirement that a tenant make alterations, improvements or repairs to the premises is taken to be consideration.
- (4) In subsection (1), a reference to a *bond*—
  - (a) includes a reference to a guarantee or an indemnity under section 16; but
  - (b) if the guarantee or indemnity is a commercial guarantee—only includes a commercial guarantee that is consistent with a registered standard guarantee contract.
- (5) This Act does not prevent the housing commissioner from requiring a tenant to agree to pay an outstanding amount owed by the tenant to the housing commissioner in relation to a previous tenancy in consideration for giving the tenant a right to occupy premises if the ACAT has, under section 10, endorsed the term of the residential tenancy agreement requiring the payment.
- (6) The inclusion in a residential tenancy agreement of a term requiring payment of an outstanding amount owed by the tenant to the housing commissioner does not prevent—
  - (a) the commissioner and the tenant agreeing to the tenant repaying the outstanding amount over a period of time longer than the period set out in the term; or
  - (b) the commissioner from taking action against the tenant in relation to the outstanding amount.
- (7) In this section:  
*registered standard guarantee contract* means a standard guarantee contract registered under section 104.

**16 Alternative to a bond—guarantee or indemnity**

- (1) Subject to subsection (2), in addition to or in place of a bond, a lessor may accept either a guarantee or an indemnity for the performance of a tenant's obligations under a residential tenancy agreement.
- (2) A guarantee or an indemnity under subsection (1) is only enforceable against the guarantor or indemnifier—
  - (a) if it is in addition to a bond—to the extent of the difference between the maximum amount that would have been payable by the tenant as a bond and the amount that is payable by the tenant as a bond; or
  - (b) if it is in place of a bond—to the extent of the maximum amount that would have been payable by the tenant as a bond.
- (3) A term of a commercial guarantee, in relation to a residential tenancy agreement, that is inconsistent with, or is in addition to, a registered standard guarantee contract is void.
- (4) If a regulation requires a commercial guarantee to include a term in the contract, the guarantee is taken to include the term.
- (5) If a regulation requires a matter to be excluded from a commercial guarantee, the guarantee is void to the extent that it includes the matter.
- (6) In this section:  
*registered standard guarantee contract* means a standard guarantee contract registered under section 104.

**18 Holding deposits**

- (1) A lessor must not require or accept a holding deposit.

(2) An agreement to pay a holding deposit is void, and any amount paid under an agreement to pay a holding deposit is recoverable as a debt owing by the person to whom the amount was paid to the person who paid the amount.

(3) In this section:

*holding deposit* means an amount paid or payable by a tenant to a lessor in consideration for the lessor not entering into a residential tenancy agreement with a third party in relation to premises pending the tenant entering into a residential tenancy agreement with the lessor in relation to the premises.

## **Division 2.4 Lessor's obligations on signing agreement**

### **19 Copy of agreement to be given to tenant**

- (1) After a residential tenancy agreement has been signed by both parties to the agreement, the lessor must give the tenant a copy of the signed agreement.
- (2) A lessor is taken to have complied with subsection (1) only if the lessor gives the copy to the tenant within 3 weeks after the lessor receives the agreement signed by the tenant.

## **Part 3                      Bonds**

### **Division 3.1              Payment of bonds**

#### **20                      Maximum amount payable**

A lessor may only require or accept as a bond an amount of not more than the first 4 weeks of rent payable under the residential tenancy agreement.

#### **21                      Only 1 bond per residential tenancy agreement**

A lessor may only require or accept 1 bond in relation to a residential tenancy agreement.

#### **22                      Successive residential tenancy agreements**

If—

- (a) a bond is being held in relation to a residential tenancy agreement that terminates or is terminated (the *first agreement*); and
- (b) 1 or more of the tenants under the first agreement continue to occupy the premises under a second successive residential tenancy agreement (the *second agreement*);

the lessor must not require or accept a bond in relation to the second agreement unless the bond in relation to the first agreement is the subject of an application for release under division 3.4 (Release of bond money).

## Division 3.2 Depositing bond

### 23 Deposit of bond by lessor

- (1) The tenant must pay the bond to the lessor.
- (2) Subsection (1) does not apply if the lessor and tenant agree that the tenant will deposit the bond with the Territory.
- (3) If the tenant pays the bond to the lessor and not to the lessor's agent, the lessor must, before the prescribed period ends, deposit with the Territory—

- (a) the amount of the bond; and
- (b) a notice in accordance with section 25.

Maximum penalty: 20 penalty units.

- (4) If the tenant pays the bond to the lessor's agent, the agent must, before the prescribed period ends, deposit with the Territory—

- (a) the amount of the bond; and
- (b) a notice in accordance with section 25.

Maximum penalty: 20 penalty units.

- (5) An offence against this section is a strict liability offence.

- (6) In this section:

*prescribed period* means—

- (a) 2 weeks after the day the lessor receives the bond; or
- (b) if another period is prescribed by regulation—the prescribed period.

## **24 Deposit of bond by tenant**

- (1) If the lessor and the tenant agree to the tenant depositing the bond with the Territory—
  - (a) the tenant must deposit with the Territory the amount of the bond; and
  - (b) the tenant, or the lessor on the tenant's behalf, must lodge a notice in accordance with section 25.
- (2) Unless the lessor and the tenant otherwise agree, the tenant is not entitled to possession of the premises until—
  - (a) the tenant gives the lessor evidence that the bond has been deposited; or
  - (b) the Territory gives the lessor written notice that the bond has been deposited.

*Note* Under the *Electronic Transactions Act 2001*, s 8 (1), information required to be in writing may be given electronically in certain circumstances.

## **25 Notice about deposit**

A notice under section 23 (3) (b), section 24 (1) (b) or section 26 must specify—

- (a) the names of and addresses for service on the lessor and the tenant; and
- (b) the address of the premises that are the subject of the residential tenancy agreement; and
- (c) the rent payable under the residential tenancy agreement; and
- (d) the amount of bond being deposited.

*Note* If a form is approved under s 133 (Approved forms—Minister) for a notice, the form must be used.

## 26 Acknowledgment of receipt of bond money

If the Territory accepts an amount of bond, the Territory must—

- (a) if the tenant deposited the bond—give the tenant a receipt for the amount; and
- (b) give the tenant and lessor a notice in accordance with section 25.

*Note* Under the *Electronic Transactions Act 2001*, s 8 (1), information required to be in writing under this section may be given electronically in certain circumstances.

## 27 Payment of bond money into trust account

- (1) The Territory must pay all bond money received by it under this part to the credit of the trust account.
- (2) Subject to any order of the ACAT, an amount paid to the credit of the trust account in accordance with subsection (1) must be applied only in the payment of bond money in accordance with section 34 or section 35 (2).

## 28 Interest on amounts in trust account

- (1) This section applies to interest from the investment of any amount paid to the credit of the trust account under this part.
- (2) The director-general must pay the interest into the interest trust account or the ACAT trust account.

*Note* The *ACT Civil and Administrative Tribunal Act 2008*, s 115C sets out how amounts paid into the ACAT trust account may be used.

- (3) The director-general may transfer amounts from the interest trust account to the ACAT trust account.
- (4) Interest paid into the interest trust account may be applied for the following purposes:
  - (a) providing lessor and tenant information programs;



- (b) providing dispute resolution services for residential tenancy disputes;
- (c) facilitating assistance in the provision of residential accommodation, whether or not the accommodation is provided under this Act;
- (d) researching issues of concern to lessors and tenants;
- (e) reimbursing the costs incurred by the commissioner in instituting, defending or taking over proceedings in relation to tenancy disputes;
- (f) reimbursing the Territory the cost of administering this Act.

(5) In this section:

*interest*—see the *Financial Management Act 1996*, dictionary.

*interest trust account* means the trust bank account maintained by the director-general of the administrative unit responsible for administering this Act in accordance with the *Financial Management Act 1996*, section 51.

## **Division 3.3                      Condition of premises and deductions from bond**

### **29                      Condition report—start of tenancy**

- (1) A lessor must, not later than the day after the tenant takes possession of the premises, give the tenant 2 copies of a report about the state of repair or general condition of the premises, and of any goods leased with the premises, on the day the tenant is given the report.
- (2) A report under subsection (1) must be signed by the lessor.
- (3) The tenant must, within 2 weeks after receiving the copies of the report mentioned in subsection (1), return 1 copy to the lessor, either—
  - (a) signed by the tenant; or

- (b) endorsed with a statement, signed by the tenant, indicating whether the tenant agrees or disagrees with the whole of the report or with specified parts of it.
- (4) If the tenant returns the copy signed but without further endorsement, the tenant is taken to have agreed with the whole of the report.
- (5) To remove any doubt, a condition report for premises may, but need not, contain a list of items at the premises, other than goods leased with the premises.

### **30 Evidence of condition of premises**

- (1) If section 29 (1) and (3) have been complied with, a statement in a report mentioned in section 29 about the state of repair or general condition of the premises, and of any goods leased with the premises, (other than a statement in relation to which the tenant, by endorsement, has indicated disagreement) is evidence of that state of repair or general condition on the day the tenant was given the report.
- (2) If only section 29 (1) has been complied with, a statement in a report mentioned in section 29 about the state of repair or general condition of the premises, and of any goods leased with the premises, is evidence of that state of repair or general condition on the day the tenant was given the report.
- (3) If section 29 (1) has not been complied with, evidence by the tenant about the state of repair or general condition of the premises, and of any goods leased with the premises, is evidence of that state of repair or general condition on the day the tenant took possession of the premises.

### **30A Final inspection and condition report—end of tenancy**

- (1) A lessor must, together with the tenant, carry out an inspection of the premises at the end of the residential tenancy agreement.

- (2) The lessor must, together with the tenant, complete and sign a condition report based on the inspection.
- (3) However, a party may complete and sign the condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.

### **31 Deductions from bond**

A lessor is entitled to deduct from the bond paid under the residential tenancy agreement any of the following:

- (a) the reasonable cost of repairs to, or the restoration of, the premises or goods leased with the premises as a result of damage (other than fair wear and tear) caused by the tenant;
- (b) the reasonable cost of securing the premises if the tenant fails to return the keys for the premises to the lessor at the end of the tenancy;
- (c) any rent owing and payable under the residential tenancy agreement at the time the agreement terminates or is terminated;
- (d) the reasonable cost of replacing any fuel supplied to the premises by the lessor at the commencement or during the course of the tenancy;

#### **Examples—fuel**

- gas
- oil
- wood

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).

- (e) any reasonable amount (not greater than the costs incurred) for the cost of legal fees incurred by the lessor in assigning or transferring a tenant's rights under a residential tenancy agreement;
- (f) any amount expressed in a term of the agreement to be deductible by the lessor from the bond, if the term is endorsed by the ACAT under section 10.

### **Division 3.4 Release of bond money**

#### **32 Definitions—div 3.4**

In this division:

*bond release application*, in relation to a residential tenancy agreement, means an application to the Territory for payment out of the trust account of the amount of the bond paid under the agreement.

#### **33 Bond release application—general**

- (1) A bond release application may be made after the termination of a residential tenancy agreement by—
  - (a) the tenant and lessor jointly, under section 34A (Bond release application—joint application); or
  - (b) the tenant, under section 34B (Bond release application—application by tenant); or
  - (c) the lessor, under section 34C (Bond release application—application by lessor).

*Note 1* If a form is approved under s 133 for this provision, the form must be used.

*Note 2* A bond release application may be made before the termination of a residential tenancy agreement in certain circumstances (see s 34D).

- (2) The lessor or tenant may make more than 1 application in relation to the agreement only with the director-general's permission.

**34      Bond release application—lessor's obligations**

- (1) If a residential tenancy agreement is terminated, the lessor must give the tenant—
- (a) a bond release application form signed by the lessor; and
  - (b) if the application includes a claim by the lessor for a deduction from the bond—
    - (i) a written statement of the reasons for the deduction; and
    - (ii) if the reasons include a reason mentioned in section 31 (a) or (b) (Deductions from bond)—a written estimate of the cost of the repairs or restoration.
- (2) The lessor must give the signed bond release application to the tenant—
- (a) if the application includes a claim for a deduction from the bond for a reason mentioned in section 31 (a) or (b)—10 working days after the day the residential tenancy agreement is terminated; and
  - (b) in any other case—3 working days after the day the residential tenancy agreement is terminated.

**34A      Bond release application—joint application**

- (1) This section applies if—
- (a) a lessor gives the tenant a signed bond release application form under section 34 (Bond release application—lessor's obligations) in relation to a residential tenancy agreement; and
  - (b) the tenant or, if there is more than 1 tenant, each tenant signs the form.

- (2) The lessor or tenant may give the signed application to the Territory.
- (3) On receiving the signed application, the Territory must pay out of the trust account—
  - (a) to the tenant or, if there is more than 1 tenant, the tenants—the amount claimed as the bond in the application, less any amount claimed by the lessor as a deduction from the bond; and
  - (b) to the lessor—any amount claimed as a deduction.
- (4) The amount paid out of the trust account must not exceed the amount of bond paid into the trust account in relation to the residential tenancy agreement.

**34B Bond release application—application by tenant**

- (1) A tenant may make a bond release application to the Territory if—
  - (a) the tenant has not received a bond release application form from the lessor under section 34 (Bond release application—lessor’s obligations); or
  - (b) the tenant has received a bond release application form under section 34 and has not signed the form; or
  - (c) if there is more than 1 tenant—
    - (i) the tenants have received a bond release application form from the lessor under section 34; and
    - (ii) the tenant making the application has signed the form; but
    - (iii) at least 1 tenant has not signed the form.
- (2) On receiving a bond release application from the tenant, the Territory must—
  - (a) give written notice of the application (a *notice of application*) to the lessor and each tenant who has not signed the application (other than the applicant); and

- (b) if the Territory does not receive a notice disputing the application from a person mentioned in paragraph (a) within 2 weeks after the day the person was given the notice of application—pay out of the trust account in accordance with the application the amount claimed as bond in the application.
- (3) The amount paid out of the trust account must not exceed the amount of bond paid into the trust account in relation to the residential tenancy agreement.

### **34C Bond release application—application by lessor**

- (1) A lessor may make a bond release application to the Territory—
  - (a) if—
    - (i) the lessor had given a tenant a bond release application form under section 34 (Bond release application—lessor’s obligations); and
    - (ii) the tenant has not given the signed bond release application to the Territory or lessor within 10 days or any longer period prescribed by regulation; or
  - (b) if, despite taking reasonable steps to do so, the lessor has been unable to give a bond release application form to a tenant under section 34.
- (2) On receiving a bond release application from the lessor, the Territory must—
  - (a) give written notice of the application (a *notice of application*) to the tenant; and
  - (b) if the Territory does not receive a notice disputing the application from the tenant within 2 weeks after the day the tenant was given the notice of application—pay out of the trust account in accordance with the application the amount claimed as bond in the application.

- (3) The amount paid out of the trust account must not exceed the amount of bond paid into the trust account in relation to the residential tenancy agreement.

**34D Bond release application before end of agreement**

- (1) A bond release application may be made before the termination of a residential tenancy agreement if it is—
- (a) made by the tenant and lessor jointly; or
  - (b) made by the lessor for payment to the tenant, or by the tenant for payment to the lessor, of the total amount of the bond paid under the agreement; or
  - (c) made by the lessor or tenant in accordance with an order of the ACAT stating that money is to be paid from an amount of bond.

*Note 1* If a form is approved under s 133 for this provision, the form must be used.

*Note 2* Section 34E deals with applications mentioned in s (1) (c).

- (2) On receiving an application under subsection (1) (a), the Territory must pay out of the trust account—
- (a) to the tenant—the amount claimed as the bond in the application, less any amount claimed by the lessor as a deduction from the bond; and
  - (b) to the lessor—any amount claimed as a deduction;
- (3) On receiving an application under subsection (1) (b), the Territory must pay out of the trust account the amount claimed as the bond to the person mentioned in the application as the recipient.
- (4) The amount paid out of the trust account under subsection (2) or (3) must not exceed the amount of bond paid into the trust account in relation to the residential tenancy agreement.



### **34E Bond release application—ACAT order**

- (1) This section applies if a lessor or tenant makes a bond release application, to the Territory, in relation to a residential tenancy agreement that is in accordance with an order of the ACAT stating an amount of money is to be paid from an amount of bond.

*Note* If a form is approved under s 133 for this provision, the form must be used.

- (2) On receiving the application, the Territory must—
  - (a) give written notice of the application (a *notice of application*) to the party to the agreement who did not make the application; and
  - (b) pay out of the trust account an amount of bond in accordance with the application.
- (3) The amount paid out of the trust account must not exceed the amount of bond paid into the trust account in relation to the residential tenancy agreement.

### **35 Disputes about all or part of bond**

- (1) This section applies if—
  - (a) a tenant or lessor is given a notice (a *notice of application*) about a bond release application under section 34B (2) (a) (Bond release application—application by tenant) or section 34C (2) (a) (Bond release application—application by lessor); and
  - (b) the tenant or lessor gives the Territory a written notice (a *notice of dispute*) disputing the application within 2 weeks after the day the notice of application is given to the tenant or lessor.
- (2) The Territory must refer the application and notice of dispute to the ACAT as a tenancy dispute.

- (3) However, the Territory need not refer the application and notice of dispute to the ACAT if the application is in accordance with an order of the ACAT stating that an amount is to be paid from an amount of bond.
- (4) If a notice of dispute relates to only part of an amount of bond claimed, the Territory must, before referring the application and notice of dispute to the ACAT, release the amount of the bond that is not in dispute to the appropriate person.

## **Part 4**                      **Termination of residential tenancy agreements**

### **Division 4.1**              **General**

#### **36**              **Termination**

- (1) Despite anything to the contrary in any territory law, a residential tenancy agreement must not terminate or be terminated other than in the following circumstances:
- (a) if a fixed term agreement ends and the tenant vacates the premises on or after the end of the agreement;
  - (b) if a tenant notifies the lessor in the form approved under section 133 (Approved forms—Minister) for a termination notice, and vacates the premises in accordance with the notice;
  - (c) if the ACAT terminates an agreement under division 4.3, division 4.4 or division 6.5A;
  - (d) if the ACAT makes a termination and possession order in relation to the premises that are the subject of the agreement under division 4.4 or division 4.5;
  - (e) if the tenant abandons the premises that are the subject of the agreement;
  - (f) if a person takes action in accordance with section 64;
  - (g) if the tenant and lessor agree in writing to terminate the agreement and the tenant vacates the premises in accordance with the agreement to terminate;
  - (h) if the tenant and the lessor are the same person;
  - (i) if—
    - (i) a party to the agreement repudiates the agreement; and
    - (ii) the other party accepts the repudiation; and

- (iii) the tenant vacates the premises;
- (k) for crisis accommodation—if the lessor—
  - (i) gives the tenant 4 weeks notice to terminate the agreement; and
  - (ii) has given the tenant information about alternative accommodation; and
  - (iii) needs the premises to use as crisis accommodation for someone other than the tenant;
- (l) if a party to the agreement terminates the agreement under section 64AA because the premises are affected residential premises;

*Note* *Affected residential premises*—see the dictionary.

- (m) if a party to the agreement terminates the agreement under section 64AB because the premises are an eligible impacted property;

*Note* *Eligible impacted property*—see the *Civil Law (Sale of Residential Property) Act 2003*, s 9A (1).

- (n) if the agreement contains a fair clause for posted people—a party to the agreement terminates the agreement in accordance with the clause.

- (2) In this section:

*fair clause for posted people*—see section 8 (2).

### **37 Entry for eviction purposes**

- (1) A person must not enter premises or any part of premises of which someone else has prescribed possession for the purpose of recovering possession of the premises or part except in accordance with a warrant issued by the registrar, an order or a warrant of the ACAT or an order or judgment of the Supreme Court.

- (2) Subject to subsection (3), if a person enters premises in contravention of subsection (1) (the *offender*), the ACAT must, on application, order the offender to pay to the person who had prescribed possession of the premises the compensation that the ACAT considers appropriate.
- (3) In considering how much compensation is appropriate for subsection (2), the ACAT must consider whether the lessor reasonably believed that the premises had been abandoned by the tenant.
- (4) If an offender mentioned in subsection (2) is not the lessor but is acting on behalf of a lessor with the lessor's consent, the ACAT must make any order for compensation that it would otherwise have made against the offender against the lessor.
- (5) For this section, the following possession is prescribed:
  - (a) possession under a residential tenancy agreement;
  - (b) possession as a former tenant continuing to reside in the premises.
- (6) This section is subject to section 61A (Lessor may enter premises to confirm abandonment).

### **38 General duty to mitigate**

A person who, apart from this section, would be entitled to compensation under this Act is not entitled to the compensation, or part of it, if the loss, or part of the loss, to be compensated could have been reasonably avoided.

### **39 Content of termination and possession orders**

- (1) If the ACAT makes a termination and possession order the order must specify the following:
  - (a) the date the tenancy terminates;

- (b) that the tenant must vacate the premises on or before the date of termination;
  - (c) either that, should the tenant fail to vacate the premises as specified—
    - (i) the lessor may request the registrar to issue a warrant for the eviction of the former tenant; or
    - (ii) the termination and possession order has effect as if it were a warrant for eviction.
- (2) If a termination and possession order specifies that it has effect as if it were a warrant for eviction issued by the ACAT under division 4.2, the order must comply with section 40.

## **Division 4.2 Warrants for eviction**

### **40 Content of warrant**

- (1) A warrant issued under this part must—
- (a) authorise any police officer to take appropriate action, with any necessary and reasonable assistance, to evict a named person, or a named person and everyone else on the premises, within the period stated in the warrant; and
  - (b) require a police officer to give the named person not less than 2 days notice of the proposed eviction.
- (2) Subsection (1) (b) does not apply if the registrar believes on reasonable grounds that—
- (a) there are exceptional circumstances; and
  - (b) it would be inappropriate to give the notice required by subsection (1) (b).
- (3) A regulation may prescribe what is, or is not, appropriate action to be taken under a warrant.

**41 Unconditional orders**

On request, the registrar must issue a warrant for the eviction of a person if—

- (a) the ACAT has made an unconditional termination and possession order; and
- (b) the person continues to reside at the premises in contravention of that order.

**42 Conditional orders**

- (1) This section applies to a conditional termination and possession order.

*Note* A **conditional termination and possession order** is made under s 49 (4) (see also dict).

- (2) The order expires on the date stated by the ACAT in the order.
- (3) The expiry day must not be more than 1 year after the day the order is made.
- (4) However, subsection (3) does not apply if the ACAT believes on reasonable grounds that—
  - (a) there are exceptional circumstances; and
  - (b) it would be inappropriate to state an expiry day in accordance with subsection (3).

**42A Failure to comply with conditional order**

- (1) A lessor may apply to the registrar for a warrant for the eviction of a person if—
  - (a) the ACAT has issued a conditional termination and possession order; and
  - (b) the order has not expired; and

- (c) the lessor satisfies the registrar that the condition has been satisfied; and
  - (d) the person to whom the order was directed continues to live at the premises.
- (2) On receiving an application for a warrant, the registrar must—
- (a) list the application for hearing before the ACAT not earlier than 1 week after the day the notice under paragraph (b) is given to the person; and
  - (b) give notice to the person to whom the conditional termination and possession order is directed stating—
    - (i) that an application for a warrant for eviction has been made; and
    - (ii) the time when, and the place where, the application is to be heard; and
    - (iii) that the person should seek legal advice about the application if the person wants to continue to live at the premises.

#### **42B Hearing of application**

- (1) An application under section 42A must be decided as if it were an application under section 49 for a termination and possession order.
- (2) After considering the application and hearing the parties who attend the hearing, the ACAT must—
  - (a) allow the application; or
  - (b) dismiss the application.
- (3) If the ACAT allows the application, the ACAT must direct the registrar to issue a warrant for the eviction of the person.



- (4) If the ACAT dismisses the application, the ACAT may—
- (a) confirm the conditional termination and possession order; or
  - (b) make another conditional termination and possession order; or
  - (c) set aside the conditional termination and possession order.

### **Division 4.3 Termination initiated by tenant**

#### **43 Breach of standard residential tenancy terms**

- (1) On application by a tenant, the ACAT may terminate a residential tenancy agreement if satisfied that—
- (a) the lessor has breached the standard residential tenancy terms; and
  - (b) the breach of the standard residential tenancy terms was not in accordance with a term of the residential tenancy agreement endorsed by the ACAT; and
  - (c) the breach justifies the termination of the tenancy.
- (2) If—
- (a) the ACAT decides to terminate a residential tenancy agreement in accordance with subsection (1); and
  - (b) the ACAT is satisfied that—
    - (i) the tenant would suffer significant hardship if the agreement were not terminated within 2 weeks after the making of the decision to terminate; and
    - (ii) that hardship would be greater than the hardship the lessor would suffer if the tenancy were terminated within 2 weeks after that day;

the ACAT must order that the agreement be terminated at a specified time within 2 weeks after the making of the decision to terminate the tenancy.

- (3) If—
- (a) the ACAT decides to terminate a residential tenancy agreement in accordance with subsection (1); and
  - (b) the ACAT is not satisfied in relation to the matters mentioned in subsection (2) (b);

the ACAT must order that the agreement be terminated at a specified time not less than 2 weeks after the making of the decision to terminate.

#### **44 Significant hardship**

- (1) On application by a tenant, the ACAT may terminate a fixed term agreement in accordance with this section if satisfied that—
- (a) the tenant would suffer significant hardship were the agreement to continue; and
  - (b) the level of hardship is such that it is appropriate and just to terminate the agreement during its fixed term.

##### **Example—significant hardship**

Chris and Jamie share premises under a residential tenancy agreement. The Magistrates Court makes an interim order under the *Family Violence Act 2016* that prohibits Chris (the respondent) from being on premises where Jamie (the protected person) lives. Jamie wishes to end the residential tenancy agreement and leave the premises. If the agreement were to continue, Jamie would suffer significant hardship.

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).

- (2) If—
- (a) the ACAT decides to terminate a residential tenancy agreement in accordance with this section; and

- (b) the ACAT is satisfied that—
- (i) the tenant would suffer significant hardship if the agreement were not terminated within 8 weeks after the making of the decision to terminate; and
  - (ii) that hardship would be greater than the hardship the lessor would suffer if the agreement were terminated within 8 weeks after that day;

the ACAT must—

- (c) specify the day, less than 8 weeks after the making of the decision to terminate, when the termination is to happen; and
- (d) give the lessor the notice of the proposed termination that is reasonable in the circumstances.

(3) If—

- (a) the ACAT decides to terminate a residential tenancy agreement in accordance with this section; and
- (b) the ACAT is not satisfied about the matters mentioned in subsection (2) (b);

the ACAT must—

- (c) taking into consideration the need to comply with paragraph (d), specify the day, not less than 8 weeks after the making of the decision to terminate, when the termination is to happen; and
- (d) give the lessor not less than 8 weeks notice of the proposed termination.

**45 Damage, injury or intention to damage or injure**

On application by a tenant, the ACAT may terminate a residential tenancy agreement effective immediately if satisfied that the lessor has intentionally or recklessly caused or permitted, or is likely to so cause or permit—

- (a) serious danger to the premises or to property of the tenant; or
- (b) injury to the tenant or a member of the tenant's family.

**46 False or misleading statements**

On application by a tenant, the ACAT may terminate a residential tenancy agreement if satisfied that the agreement was induced by a false or misleading statement of the lessor.

**Division 4.4 Termination initiated by lessor**

**47 No breach of standard residential tenancy terms**

- (1) On application by a lessor, the ACAT may make a termination and possession order if satisfied that—
  - (a) a ground for termination exists under the standard residential tenancy terms (other than for a breach of the standard residential tenancy terms); and
  - (b) the lessor has served a termination notice on the tenant based on that ground; and
  - (c) the tenant has not vacated the premises as required by the termination notice.
- (2) If—
  - (a) the ACAT makes an order under subsection (1); and

- (b) the ACAT is satisfied that—
  - (i) were the order not suspended for a specified period of no more than 3 weeks the tenant would suffer significant hardship; and
  - (ii) that hardship would be greater than the hardship that would be suffered by the lessor if the order were suspended for the specified period;

the ACAT may suspend the operation of the termination and possession order for a specified period of no more than 3 weeks.

#### **48 Certain breaches of standard residential tenancy terms**

- (1) On application by a lessor, the ACAT may make a termination and possession order if—
  - (a) satisfied that—
    - (i) the tenant has breached the standard residential tenancy terms (other than by failing to pay rent that has become payable); and
    - (ii) the lessor has served a termination notice on the tenant based on the breach; and
    - (iii) the tenant did not vacate the premises in accordance with the notice; and
    - (iv) the breach of the standard residential tenancy terms was not in accordance with a term of the residential tenancy agreement endorsed by the ACAT; and
    - (v) the breach justifies the termination of the tenancy; or
  - (b) the ACAT—
    - (i) has made an order under section 83 (b); and
    - (ii) is satisfied that the tenant has breached that order; and

- (iii) is satisfied that the breach justifies the termination of the tenancy.
- (2) The ACAT may, if satisfied that it is appropriate and just to do so in relation to an application mentioned in subsection (1)—
  - (a) refuse to make a termination and possession order if—
    - (i) the tenant has remedied the relevant breach; or
    - (ii) the tenant undertakes to remedy the breach within a reasonable specified period and is reasonably likely to do so; or
  - (b) make a termination and possession order but suspend it for a period of no more than 3 weeks if satisfied that—
    - (i) were the order not suspended for a specified period of no more than 3 weeks the tenant would suffer significant hardship; and
    - (ii) that hardship would be greater than the hardship that would be suffered by the lessor if the order were suspended for the specified period.

#### **49 Failure to pay rent**

- (1) On application by a lessor, the ACAT may make a termination and possession order if—
  - (a) the tenant has failed to pay rent that has become payable under the residential tenancy agreement; and
  - (b) the lessor has served a termination notice on the tenant on the basis of the failure to pay rent; and
  - (c) the tenant has not vacated the premises in accordance with the notice.

- (2) If a lessor has made an application under subsection (1), the ACAT may refuse to make a termination and possession order if—
- (a) the tenant has paid any rent that has become payable and is, in the ACAT's opinion, reasonably likely to pay future rent as it becomes payable; and
  - (b) the ACAT considers it just and appropriate to do so.
- (3) Subsection (4) applies if—
- (a) the tenant is, in the ACAT's opinion, reasonably likely to pay the rent that has become payable as well as pay future rent as it becomes payable; and
  - (b) the tenant agrees to pay the rent that has become payable, and undertakes to pay future rent as it becomes payable, as required by the ACAT.
- (4) Instead of making a termination and possession order under subsection (1), the ACAT may order (***conditional termination and possession order***) that if the tenant fails to pay the rent that has become payable, or future rent as it becomes payable, as required by the ACAT—
- (a) the tenancy terminates at a stated hour on the day after the day when any rent becomes payable and is not paid; and
  - (b) the lessor becomes entitled to possession of the premises and all rent payable is payable immediately.
- (5) If—
- (a) the ACAT makes an order under subsection (1); and
  - (b) the ACAT is satisfied that—
    - (i) were the order not suspended for a specified period of no more than 3 weeks the tenant would suffer significant hardship; and

- (ii) that hardship would be greater than the hardship that would be suffered by the lessor if the order were suspended for the specified period;

the ACAT may suspend the operation of the termination and possession order for a specified period of no more than 3 weeks.

## **50 Significant hardship**

- (1) On application by a lessor, the ACAT may make a termination and possession order in relation to premises occupied under a fixed term agreement if satisfied that—
  - (a) the lessor would suffer significant hardship if the ACAT did not make the order; and
  - (b) that hardship would be greater than the hardship the tenant would suffer if the ACAT made the order.
- (2) If—
  - (a) the ACAT decides to terminate a residential tenancy agreement in accordance with this section; and
  - (b) the ACAT is satisfied that—
    - (i) the lessor would suffer significant hardship if the agreement were not terminated within 8 weeks after the making of the decision to terminate; and
    - (ii) that hardship would be greater than the hardship the tenant would suffer if the agreement were terminated within 8 weeks after that day;

the ACAT must—

- (c) specify the day, less than 8 weeks after the making of the decision to terminate, when the termination is to happen; and
- (d) give the tenant the notice of the proposed termination that is reasonable in the circumstances.



- (3) If—
- (a) the ACAT decides to terminate a residential tenancy agreement in accordance with this section; and
  - (b) the ACAT is not satisfied about the matters mentioned in subsection (2) (b);
- the ACAT must—
- (c) taking into consideration the need to comply with paragraph (d), specify the day, not less than 8 weeks after the making of the decision to terminate, when the termination is to happen; and
  - (d) give the tenant no less than 8 weeks notice of the proposed termination.

**51            Damage, injury or intention to damage or injure**

On application by a lessor, the ACAT may make a termination and possession order effective immediately if satisfied that the tenant has intentionally or recklessly caused or allowed, or is likely to cause or allow—

- (a) serious damage to the premises or to other property of the lessor; or
- (b) if the lessor is an individual—injury to the lessor or a member of the lessor’s family; or
- (c) if the lessor is a corporation—injury to a representative of the corporation or a member of a representative’s family; or
- (d) serious or continuous interference with the quiet enjoyment of nearby premises by an occupier of the premises.

**52 False or misleading statements**

On application by a lessor, the ACAT may make a termination and possession order if satisfied that the residential tenancy agreement was induced by a false or misleading statement of the tenant.

**53 Employer-provided accommodation**

- (1) On application by a lessor, the ACAT may make a termination and possession order if satisfied that—
  - (a) the residential tenancy agreement was entered into as part of a contract of employment; and
  - (b) the tenant has, since the agreement was entered into, ceased to be employed by the lessor; and
  - (c) the lessor requires the premises to accommodate another employee.
- (2) If a residential tenancy agreement is entered into between a university and—
  - (a) a visiting academic; or
  - (b) a staff member; or
  - (c) a contract employee; or
  - (d) a postgraduate student; or
  - (e) an undergraduate student; or
  - (f) a person undertaking an approved course of study;and a person of the kind mentioned in paragraphs (a) to (f) ceases to be a person of that kind, on application by the university, the ACAT may make a termination and possession order.
- (3) If the ACAT makes an order under subsection (1) or (2), the ACAT must give the tenant no less than 4 weeks notice of the termination of the tenancy.

**54 Purported assignment or subletting**

- (1) On application by a lessor, the ACAT may make a termination and possession order if satisfied that—
  - (a) the tenant purported to assign or sublet the premises in contravention of the standard residential tenancy terms; and
  - (b) the purported assignment or subletting was not in accordance with a term of the residential tenancy agreement endorsed by the ACAT; and
  - (c) the lessor served a termination notice on the tenant on the basis of the purported assignment or subletting; and
  - (d) the premises have not been vacated.
- (2) Even though the ACAT is satisfied about the matters mentioned in subsection (1) (a), (b) and (c), the ACAT may, if satisfied that it is appropriate to do so—
  - (a) if the purported assignee or sublessee vacates the premises—refuse the application for a termination and possession order; or
  - (b) make a termination and possession order contingent on the failure of the purported assignee or sublessee to vacate the premises by a day specified in the order, by which the purported assignee or sublessee has undertaken to vacate the premises; or
  - (c) make a termination and possession order but suspend the operation of the order for a specified period of no more than 3 weeks from the date of making the order if—
    - (i) the purported assignee or sublessee would suffer significant hardship if the ACAT made a termination and possession order that took effect within the specified period after the making of the order; and

- (ii) that hardship would be greater than the hardship the lessor would suffer if the ACAT made the order and it did not come into effect within that period.

**55 Repudiation without vacation**

On application by a lessor, the ACAT may make a termination and possession order if—

- (a) the tenant repudiates the residential tenancy agreement in writing; and
- (b) the lessor accepts the repudiation as proposed by the tenant; and
- (c) the tenant fails to vacate the premises on or before the date specified for vacation in the notice of repudiation.

**55A Affected residential premises**

- (1) On application by a lessor, the ACAT may make a termination and possession order if satisfied that—
  - (a) the premises are affected residential premises; and  
*Note* *Affected residential premises*—see the dictionary.
  - (b) the lessor has given the tenant written notice under section 64AA (Termination—affected residential premises) terminating the tenancy agreement; and
  - (c) the tenant has not vacated the premises as required by the notice.

- (2) The ACAT may suspend the operation of the termination and possession order for a stated period of up to 3 weeks if satisfied that—
- (a) the tenant would suffer significant hardship if the order were not suspended for the stated period; and
  - (b) the hardship would be greater than the hardship the lessor would suffer if the order were suspended for the stated period.

**55B Eligible impacted property**

- (1) On application by a lessor, the ACAT may make a termination and possession order if satisfied that—
- (a) the premises are an eligible impacted property; and
- Note* **Eligible impacted property**—see the *Civil Law (Sale of Residential Property) Act 2003*, s 9A (1).
- (b) the lessor has given the tenant written notice under section 64AB (Termination—eligible impacted property) terminating the tenancy agreement; and
  - (c) the tenant has not vacated the premises as required by the notice.
- (2) The ACAT may suspend the operation of the termination and possession order for a stated period of up to 3 weeks if satisfied that—
- (a) the tenant would suffer significant hardship if the order were not suspended for the stated period; and
  - (b) the hardship would be greater than the hardship the lessor would suffer if the order were suspended for the stated period.

## **56 Compensation to lessor**

If a person to whom a termination and possession order is directed fails to vacate the specified premises in accordance with the order, the ACAT may, on application made within 4 weeks after the date when the person was to vacate the premises, order the person to pay to the applicant such of the following as it considers appropriate:

- (a) an amount equal to the rent that would have been payable to the applicant if the premises had been tenanted during the period for which the person was in possession of the premises after termination of the residential tenancy agreement;
- (b) an amount equal to the reasonable costs incurred by the applicant in applying for a warrant for eviction and having the warrant executed.

## **57 Retaliatory applications**

- (1) This section applies if—
  - (a) a lessor has applied for a termination and possession order under this part; and
  - (b) the tenant presents evidence that—
    - (i) the tenant applied to the ACAT for an order in relation to the lessor; or
    - (ii) the tenant complained to a governmental entity in relation to the lessor; or
    - (iii) the tenant took reasonable action to secure or enforce the tenant's rights; or

### **Examples**

- 1 The tenant sought legal advice.
- 2 The tenant sought mediation.

- (iv) the ACAT made an order in favour of the tenant against the lessor.

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).

- (2) The ACAT must refuse to make the termination and possession order—
  - (a) if satisfied that the circumstance mentioned in subsection (1) (b) exists; and
  - (b) in the absence of proof to the satisfaction of the ACAT that the lessor was not motivated to apply for a termination and possession order by the circumstance.
- (3) Subsection (2) applies despite any other provision of this part.

## **Division 4.5 Defective termination notices**

### **58 Lessor's defective notice if tenant vacates**

- (1) If—
  - (a) a lessor purports to serve a termination notice on a person;
  - (b) the notice is not—
    - (i) in the form approved under section 133 (Approved forms—Minister) for a termination notice; or
    - (ii) served as prescribed by regulation; and
  - (c) the person vacates the premises in accordance with the notice;the residential tenancy agreement terminates on the day the person vacates the premises.

- (2) A former tenant who vacated premises in accordance with a termination notice that was not in the form approved under section 133 (Approved forms—Minister) for a termination notice may apply to the ACAT for the following orders:
  - (a) an order for compensation for wrongful eviction;
  - (b) an order for reinstatement as tenant in possession of the premises.
- (3) The ACAT must not make an order mentioned in subsection (2) (b) unless—
  - (a) the premises are vacant and have not been leased; and
  - (b) the ACAT considers it appropriate to do so.

**59 Lessor's defective notice if tenant does not vacate**

- (1) If—
  - (a) a lessor purports to serve a termination notice on a tenant; and
  - (b) the notice is not—
    - (i) in the form approved under section 133 (Approved forms—Minister) for a termination notice; or
    - (ii) served as prescribed by regulation; and
  - (c) the tenant does not vacate the premises;

the lessor may apply to the ACAT for a waiver of the defect in the notice or in the service of the notice and for the making of a termination and possession order.
- (2) The ACAT must not waive a defect in a termination notice or its service and make a termination and possession order unless satisfied that the defect did not, and is not likely to, place the tenant in a significantly worse position than the tenant would have been in had the notice been in, and served in, accordance with the standard residential tenancy terms.



**60 Tenant's defective termination notice**

- (1) If a tenant purports to serve a termination notice on a lessor and vacates the premises in accordance with the notice, even though the notice is not in the form approved under section 133 (Approved forms—Minister) for a termination notice—
  - (a) the residential tenancy agreement terminates on the vacation of the premises in accordance with the notice; and
  - (b) the former lessor may apply to the ACAT for compensation for the tenant's abandonment of the premises.
- (2) The ACAT must award compensation to a person who makes an application mentioned in subsection (1) (b) unless satisfied that the person was not in a significantly worse position because of the defect in the notice than the person would have been had the notice been in the approved form.

**Division 4.6 Abandonment of premises**

**61 Effect of abandonment**

If a tenant abandons premises that the tenant occupies under a residential tenancy agreement, the agreement terminates on the day of abandonment.

*Note* If there is a dispute about the date of abandonment, the parties may apply to the ACAT for an interim order declaring when the premises were abandoned (see *ACT Civil and Administrative Tribunal Act 2008*, s 53).

## **61A Lessor may enter premises to confirm abandonment**

- (1) This section applies if a lessor of premises under a residential tenancy agreement has taken all reasonable steps to contact the tenant and believes on reasonable grounds that the premises have been abandoned by the tenant.

### **Example**

David has a fixed-term residential tenancy agreement with Michael to rent Michael's house. David hasn't paid his rent for 4 weeks so Michael tries to call David on the telephone number David gave him as a contact number. After several unsuccessful attempts to call him, Michael then sends letters to David's postal and email addresses but gets no response. Michael also drives by the house on several occasions at different times and notices that there is never any activity there. He also notices a smashed window and broken glass on the ground. Michael has taken all reasonable steps to contact David and has reasonable grounds for believing the premises have been abandoned by David.

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).

- (2) The lessor may, without the tenant's consent, and without giving notice to the tenant, enter the premises during the residential tenancy agreement to confirm whether the premises have been abandoned.
- (3) However, the lessor must not enter the premises—
- (a) on Sunday; or
  - (b) on a public holiday; or
  - (c) before 8am or after 6pm.

**62 Abandonment during fixed term**

- (1) If a tenant abandons premises before the end of a fixed term agreement, the former lessor may apply to the ACAT for the following compensation:
  - (a) compensation for the loss of the rent that the former lessor would have received had the agreement continued to the end of its term;
  - (b) compensation for the reasonable costs of advertising the premises for lease and of giving a right to occupy the premises to another person.
- (2) On application, the ACAT may award compensation of the kind mentioned in subsection (1) (a) and (b).
- (3) The amount of compensation the ACAT may award—
  - (a) under subsection (1) (a) must not exceed an amount equal to 25 weeks rent; and
  - (b) under subsection (1) (b) must not exceed an amount equal to 1 week's rent.
- (4) In deciding the amount of compensation that may be awarded under subsection (2) in relation to costs, the ACAT must have regard to when, apart from the abandonment of the premises—
  - (a) the agreement would have ended; and
  - (b) the lessor would have incurred the costs mentioned in subsection (1) (b).

**63 Abandonment during periodic agreement**

- (1) If a tenant abandons premises of which the tenant has possession under a periodic agreement, the former lessor may claim from the former tenant compensation of an amount equivalent to 3 weeks rent.

(2) In this section:

*periodic agreement* means a residential tenancy agreement that is not a fixed term agreement.

## Division 4.7 Miscellaneous

### 64 Successor in title to lessor

- (1) A person other than a lessor who, apart from section 36, would be entitled to possession of premises, may terminate the residential tenancy agreement relating to the premises by—
- (a) notifying the tenant as soon as practicable after becoming so entitled that the person would be entitled to possession apart from section 36 and that the person who was lessor is no longer lessor; and
  - (b) giving the tenant not less than 8 weeks notice to vacate the premises.

#### Examples

- 1 The lessor dies and the premises are inherited by the lessor's child. The child may terminate the tenancy.
- 2 The lessor mortgages the premises, defaults on the mortgage and the mortgagee forecloses. The mortgagee may terminate the tenancy.

*Note 1* If a form is approved under s 133 (Approved forms—Minister) for a notice, the form must be used.

*Note 2* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).

- (2) A person cannot terminate a tenancy under subsection (1) if the person—
- (a) is a purchaser of the premises; and
  - (b) knew about the tenancy, or could reasonably be expected to have known about the tenancy, before purchasing the premises.

- (3) If a person has given notices under subsection (1), the relevant residential tenancy agreement terminates at the end of the period of 8 weeks after the date of the notice mentioned in subsection (1) (b) or on the later date specified in the notice.

#### **64AA Termination—affected residential premises**

- (1) This section applies if premises that are the subject of a residential tenancy agreement are affected residential premises.

*Note* *Affected residential premises*—see the dictionary.

- (2) A party to the residential tenancy agreement may, by written notice to the other party, terminate the agreement.
- (3) If the tenant terminates the agreement, the tenant must give the lessor at least 2 days notice of the termination.
- (4) If the lessor terminates the agreement, the lessor must give the tenant at least 1 week's notice of the termination.
- (5) The tenancy ends on the date stated in the notice.

#### **64AB Termination—eligible impacted property**

- (1) This section applies if premises that are the subject of a residential tenancy agreement are an eligible impacted property.

*Note* *Eligible impacted property*—see the *Civil Law (Sale of Residential Property) Act 2003*, s 9A (1).

- (2) A party to the residential tenancy agreement may, by written notice to the other party, terminate the agreement.
- (3) The party terminating the agreement must give the other party at least 28 working days notice of the termination.
- (4) The tenancy ends on the date stated in the notice.

## Part 5 Rental rate increases

### 64A Standard residential tenancy term—increase in rent

Under a fixed term agreement rent may not be increased during the currency of the fixed term unless the amount of the increase, or a method for working it out, is set out in the agreement.

### 65 Waiver of notice requirements

- (1) The ACAT may hear an application for the review of a rental rate increase even though the application is made less than 2 weeks before the day when the proposed increase is to come into effect, if the ACAT is satisfied that—
  - (a) the application is late because of special circumstances; and
  - (b) to hear the application will not place the lessor in a significantly worse position than the lessor would have been had the applicant applied as prescribed.
- (2) If a tenant vacates premises as a result of a rental rate increase but fails to give the lessor notice of intention to vacate premises in the form approved under section 133 (Approved forms—Minister), the ACAT may, on application by the tenant or former tenant, treat the notice as having been given in the approved form if satisfied that—
  - (a) the failure to give notice in the approved form is a result of special circumstances; and
  - (b) to treat notice as having been so given will not put the lessor in a significantly worse position than if notice had been given properly.

### 66 Freezing rents

If an application for review of a rental rate increase has been made but not decided, no increase in the rental rate happens unless allowed by the ACAT.

**67 Orders**

The ACAT may make the following orders in relation to an application for review of a rental rate increase:

- (a) an order allowing the increase applied for or the other increase that the ACAT considers just;
- (b) an order disallowing the increase;
- (c) an order disallowing part of the increase.

**68 Guideline for orders**

- (1) The ACAT must allow a rental rate increase that is in accordance with the standard residential tenancy terms unless the increase is excessive.
- (2) For subsection (1)—
  - (a) unless the tenant satisfies the ACAT otherwise, a rental rate increase is not excessive if it is less than 20% greater than any increase in the index number over the period since the last rental rate increase or since the beginning of the lease (whichever is later); and
  - (b) unless the lessor satisfies the ACAT otherwise, a rental rate increase is excessive if it is more than 20% greater than any increase in the index number over the period since the last rental rate increase or since the beginning of the lease (whichever is later).
- (3) If a tenant or lessor proposes that a rental rate increase is or is not excessive, the ACAT, in considering whether it is satisfied about the proposal, must consider the following matters:
  - (a) the rental rate before the proposed increase;

- (b) if the lessor previously increased the rental rate while the relevant tenant was tenant—
    - (i) the amount of the last increase before the proposed increase; and
    - (ii) the period since that increase;
  - (c) outgoings or costs of the lessor in relation to the premises;
  - (d) services provided by the lessor to the tenant;
  - (e) the value of fixtures and goods supplied by the lessor as part of the tenancy;
  - (f) the state of repair of the premises;
  - (g) rental rates for comparable premises;
  - (h) the value of any work performed or improvements carried out by the tenant with the lessor's consent;
  - (i) any other matter the ACAT considers relevant.
- (4) If the ACAT considers a proposed rental rate increase is excessive but a lesser increase would not be, it may disallow so much of the increase as is excessive.
- (5) In subsection (2):
- index number* means the rents component of the housing group of the Consumer Price Index for Canberra published from time to time by the Australian statistician.

## 69 Effect of orders

- (1) If the ACAT makes an order under section 67 (a) or (c), the rental rate increase takes effect from the date when the proposed increase would, apart from section 66, have taken place.
- (2) The ACAT may, on application, grant a tenant time to pay rent owed because of the operation of subsection (1).



- (3) If—
- (a) the ACAT makes an order mentioned in section 67 (b) or (c); and
  - (b) despite section 66, the tenant has paid the lessor the full amount of the rental rate increase proposed by the lessor;
- the ACAT may order the lessor to pay to the tenant the difference between the amount the tenant paid to the lessor and the amount that was payable.

## **70 Further increases**

If a proposed rental rate increase has been reviewed by the ACAT, any further purported increase in the rental rate for a period of 12 months after the day the proposed increase was to take effect is void.

## **71 Reduction of existing rent**

- (1) On application by a tenant, the ACAT must order a reduction in the rental rate payable under a residential tenancy agreement if it considers that the tenant's use or enjoyment of the premises has diminished significantly as a result of any of the following:
- (a) the loss or diminished utility of an appliance, furniture, a facility or a service supplied by the lessor with the premises as a result of—
    - (i) the withdrawal of the appliance, furniture, facility or service by the lessor; or
    - (ii) the failure by the lessor to maintain the premises and any appliance, furniture or facility supplied with the premises in a reasonable state of repair, having regard to their condition at the commencement of the residential tenancy agreement; or

- (iii) the failure by the lessor to provide and maintain the locks or other security devices necessary to ensure that the premises are reasonably secure;
  - (b) the loss of the use of all or part of the premises;
  - (c) interference with the tenant's quiet enjoyment of the premises or the tenant's ability to use the premises in reasonable peace, comfort and privacy by the lessor or anyone claiming through the lessor or having an interest in, or title to, the premises.
- (2) To remove any doubt and for subsection (1), a tenant's quiet enjoyment of premises is interfered with if there is substantial interference with, or a significant lessening of freedom in exercising, the tenant's rights.
- (3) A reduction in the rental rate ordered under subsection (1)—
- (a) takes effect from the day the tenant's use or enjoyment of the premises diminished, or the later date that the ACAT specifies; and
  - (b) remains in force for the period, not longer than 12 months, specified by the ACAT.
- (4) The ACAT may order a lessor to pay to the tenant the difference between the rent paid and the rent payable as a result of an order for a rental rate reduction.
- (5) Any purported increase in the rental rate in relation to premises for which a reduction order is in force is void and any amount paid above and beyond the reduced rental rate in accordance with a purported increase is a debt owing by the lessor to the tenant.

## Part 5A                      Occupancy agreements

### 71A        **Who is a *grantor*?**

- (1) A person is a *grantor* if the person grants a right of occupation under an occupancy agreement.
- (2) *Grantor* includes a prospective grantor.

### 71B        **Who is an *occupant*?**

- (1) A person is an *occupant* if the person has a right of occupation under an occupancy agreement.
- (2) *Occupant* includes a prospective occupant.

### 71C        **What is an *occupancy agreement*?**

- (1) An agreement is an *occupancy agreement* if—
  - (a) a person (the *grantor*) gives someone else (the *occupant*) a right to occupy stated premises; and
  - (b) the premises are for the occupant to use as a home (whether or not with other people); and
  - (c) the right is given for value; and
  - (d) the agreement is not a residential tenancy agreement.
- (2) The agreement may be—
  - (a) express or implied; or
  - (b) in writing, oral, or partly in writing and partly oral.

*Note*        After 6 weeks, the occupancy agreement should be in writing (see s 71E (c)).

- (3) The right to occupy may be—
  - (a) exclusive or not;
  - (b) given with a right to use facilities, furniture or goods.
- (4) The person given the right to occupy the premises may be—
  - (a) a boarder or lodger; or
  - (b) someone prescribed by regulation for this section.

*Note* This Act does not apply to nursing homes, hostels for aged or disabled people or other prescribed premises (see s 4).

#### **71D When does an occupancy agreement start?**

An occupancy agreement starts on the earliest of the following days:

- (a) the day stated in the agreement;
- (b) the 1st day both parties have signed the agreement and received a copy signed by the other;
- (c) the day the occupant takes possession of the premises;
- (d) the 1st day the grantor receives rent from the occupant.

#### **71E Occupancy principles**

- (1) In considering a matter, or making a decision, under this Act in relation to an occupancy agreement for premises, a person must have regard to the following principles (the *occupancy principles*):
  - (a) an occupant is entitled to live in premises that are—
    - (i) reasonably clean; and
    - (ii) in a reasonable state of repair; and
    - (iii) reasonably secure;
  - (b) an occupant is entitled to know the rules of the premises before moving in;

- (c) an occupant is entitled to the certainty of having the occupancy agreement in writing if the occupancy continues for longer than 6 weeks;
  - (d) an occupant is entitled to quiet enjoyment of the premises;
  - (e) a grantor is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes;
  - (f) an occupant is entitled to 8 weeks notice before the grantor increases the amount to be paid for the right to occupy the premises;
  - (g) an occupant is entitled to know why and how the occupancy may be terminated, including how much notice will be given before eviction;
  - (h) an occupant must not be evicted without reasonable notice;
  - (i) a grantor and occupant should try to resolve disputes using reasonable dispute resolution processes.
- (2) If an occupant occupies a mobile home on land in a mobile home park and the mobile home is not provided by the grantor—
- (a) the occupancy principle in subsection (1) (e) applies to the land and any fixtures provided by the grantor, but not the mobile home; and
  - (b) the grantor is entitled to enter the mobile home only with reasonable notice, at reasonable times, on reasonable grounds and for reasonable purposes.

**71F Regulations about occupancy agreements**

- (1) A regulation may make provision in relation to occupancy agreements, including, for example, standard occupancy terms.

*Note 1* Power under an Act to make a regulation includes power to make different provision for different classes of matters (see [Legislation Act](#), s 48 (1) (a)).

*Note 2* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).

- (2) A regulation about standard occupancy terms must be consistent with the occupancy principles.

**71G Standard occupancy terms**

An occupancy agreement—

- (a) must contain, and is taken to contain, terms to the effect of the standard occupancy terms prescribed by regulation; and
- (b) may contain any other term that is consistent with—
- (i) the standard occupancy terms; and
  - (ii) the occupancy principles.

**71GA Occupant may deposit bond with Territory**

- (1) The occupant under an occupancy agreement may deposit the amount of any bond under the agreement with the Territory.
- (2) The deposit must be accompanied by a written notice that states—
- (a) the names of, and addresses for service on, the occupant and the grantor; and
  - (b) the amount of bond being deposited.

*Note* If a form is approved under s 133 (Approved forms—Minister) for this provision, the form must be used.

- (3) If the Territory accepts the amount of the bond, the Territory must—
- (a) give the occupant a receipt for the amount; and
  - (b) give the grantor a copy of the notice under subsection (2).
- (4) If the Territory accepts the amount of the bond, the applied provisions apply in relation to the occupancy agreement as if—
- (a) the amount had been received by the Territory under part 3 (Bonds); and
  - (b) the occupancy agreement were a residential tenancy agreement; and
  - (c) the occupant were the tenant under the agreement; and
  - (d) the grantor were the lessor under the agreement; and
  - (e) any dispute between the occupant and the grantor about the bond were a tenancy dispute; and
  - (f) any other necessary changes, and any changes prescribed by regulation, were made.
- (5) In this section:
- applied provisions*** means the following provisions:
- section 27 (Payment of bond money into trust account)
  - section 28 (Interest on amounts in trust account)
  - division 3.4 (Release of bond money).

## Part 6 Resolution of residential tenancy and occupancy disputes

### Division 6.1 Important concepts

#### 72 Meaning of *tenancy dispute*

- (1) For this Act, a dispute is a *tenancy dispute* if it—
  - (a) is between the parties to a residential tenancy agreement; and
  - (b) is about, arises from, or relates to, the agreement.
- (2) A *tenancy dispute* includes—
  - (a) a dispute if an application relating to the dispute may be made under part 4 (Termination of residential tenancy agreements) or part 5 (Rental rate increases); and
  - (b) an application for compensation under this Act.

#### 73 Meaning of *occupancy dispute*

For this Act, a dispute is an *occupancy dispute* if it—

- (a) is between the parties to an occupancy agreement; and
- (b) is about, or relates to, the agreement.

#### 74 ACAT to have regard to occupancy principles

In considering a matter, or making a decision, under this part in relation to an occupancy dispute, the ACAT must have regard to the occupancy principles.



## **Division 6.2                      Action by registrar**

### **75                      Assistance with inquiries about residential tenancy and occupancy agreements**

The registrar may give the assistance the registrar considers appropriate in relation to an inquiry about a residential tenancy agreement or occupancy agreement, including—

- (a) referring the person making the inquiry to services provided by the public or private sector that give advice about residential tenancy or occupancy matters generally; and
- (b) referring the person to services provided by the public or private sector for the resolution of tenancy disputes or occupancy disputes.

*Note*                      The registrar may also help a person make an application to the ACAT (see [ACT Civil and Administrative Tribunal Act 2008](#), s 13).

## **Division 6.3                      Jurisdiction of ACAT—this Act, standard residential tenancy terms and standard occupancy terms**

### **76                      Jurisdiction of ACAT under this Act etc**

- (1) The ACAT has exclusive jurisdiction to hear and decide any matter that may be the subject of an application to the ACAT under—
  - (a) this Act; or
  - (b) the standard residential tenancy terms; or
  - (c) the standard occupancy terms.

*Note*                      A reference to an Act includes a reference to the statutory instruments made or in force under the Act, including any regulation (see [Legislation Act](#), s 104).

- (2) However, the ACAT does not have jurisdiction to make an order for—
  - (a) the payment of an amount that is more than \$25 000; or
  - (b) work of a value that is more than \$25 000.
- (3) This section is subject to—
  - (a) section 78 (Extended jurisdiction of ACAT with agreement of parties); and
  - (b) the [Self-Government Act](#), section 48A (Jurisdiction and powers of the Supreme Court).

*Note* The [Self-Government Act](#), s 48A provides as follows:

- (1) The Supreme Court is to have all original and appellate jurisdiction that is necessary for the administration of justice in the Territory.
- (2) In addition, the Supreme Court may have such further jurisdiction as is conferred on it by any Act, enactment or Ordinance, or any law made under any Act, enactment or Ordinance.
- (3) The Supreme Court is not bound to exercise any powers where it has concurrent jurisdiction with another court or tribunal.

## **77 Saving of court jurisdiction**

- (1) A claim for payment of an amount, or for work of a value, that is more than \$10 000 may be made in a court competent to hear and decide claims based on contract for the amount claimed.
- (2) If a claim mentioned in subsection (1) may be made—
  - (a) the claimant may also make any other claim related to the relevant tenancy dispute or occupancy dispute; and
  - (b) the court in which the proceeding is brought may exercise the powers of the ACAT under this Act.
- (3) This section has effect despite section 76.

## **78 Extended jurisdiction of ACAT with agreement of parties**

- (1) This section applies if—
- (a) an application (the *original application*) is made to the ACAT under—
    - (i) this Act; or
    - (ii) the standard residential tenancy terms; or
    - (iii) the standard occupancy terms; and

*Note* A reference to an Act includes a reference to the statutory instruments made or in force under the Act, including any regulation (see [Legislation Act](#), s 104).

- (b) the parties to the proceeding agree to the ACAT exercising extended jurisdiction under this section.
- (2) The ACAT has jurisdiction (*extended jurisdiction*) to hear and decide any matter that—
- (a) arises out of, or is ancillary to, the dispute that gave rise to the original application; and
  - (b) the Magistrates Court has jurisdiction to hear and decide under the [Magistrates Court Act 1930](#), part 4.2 (Civil jurisdiction).
- (3) If the ACAT is exercising extended jurisdiction, the ACAT has the same jurisdiction and powers as the Magistrates Court has under the [Magistrates Court Act 1930](#), part 4.2 (Civil jurisdiction).

*Note* The Magistrates Court has jurisdiction to hear and decide any personal action at law if the amount claimed is not more than \$250 000 (see [Magistrates Court Act 1930](#), s 257).

- (4) However, a provision of the [Magistrates Court Act 1930](#), part 4.2 prescribed by a rule under the [ACT Civil and Administrative Tribunal Act 2008](#), section 22 (2) does not apply in relation to the ACAT when exercising extended jurisdiction.

## **Division 6.4 Applications to ACAT**

### **79 Who may apply to ACAT?**

- (1) A party to a residential tenancy agreement (including a child) may apply to the ACAT for resolution of a tenancy dispute.
- (2) A party to an occupancy agreement (including a child) may apply to the ACAT for resolution of an occupancy dispute.

### **80 Applications to ACAT by children—application of this Act etc**

This Act and the *ACT Civil and Administrative Tribunal Act 2008* apply in relation to an application made by a child to the ACAT as if the child were an adult.

*Note* A reference to an Act includes a reference to the statutory instruments made or in force under the Act, including any rules (see [Legislation Act](#), s 104).

## **Division 6.5 Powers and decisions of ACAT**

### **81 ACAT to assist parties to tenancy and occupancy disputes**

The ACAT must actively assist the parties to a tenancy or occupancy dispute to understand the hearing process and present their case.

### **82 Disputes about agreements no longer in force**

If a residential tenancy agreement or occupancy agreement is no longer in force, the ACAT may decide a tenancy dispute or occupancy dispute arising from the agreement while it was in force only if—

- (a) this Act applied to the agreement while the agreement was in force; and

- (b) a party applies to the ACAT about the dispute within 6 years after the day, or the last day, the conduct giving rise to the dispute happened.

### **83 Orders by ACAT**

Without limiting the orders the ACAT may make, the ACAT may make the following orders in relation to an application about a tenancy dispute or occupancy dispute:

- (a) an order restraining any action in breach of a residential tenancy agreement or occupancy agreement;
- (b) an order requiring performance of a residential tenancy agreement or occupancy agreement;
- (c) an order requiring the payment of an amount to the Territory or a person;
- (d) an order requiring the payment of compensation for loss of rent or any other loss caused by the breach of a residential tenancy agreement or occupancy agreement;
- (e) an order stating that an amount (not more than the amount of bond paid into the trust account in relation to the relevant residential tenancy agreement) be paid to the lessor from the trust account;
- (f) an order restoring a residential tenancy agreement or occupancy agreement and granting the former tenant or occupant possession of premises—
  - (i) from which the person was evicted in contravention of this Act; or
  - (ii) that the person vacated in accordance with a termination notice that was not in the form (if any) approved under section 133 (Approved forms—Minister) for the notice;

- (g) an order requiring payment of all or part of the rent payable under the standard residential tenancy terms or standard occupancy terms into the ACAT until the ACAT orders otherwise;
- (h) an order directing payment out of any amount paid into the ACAT as appropriate;
- (i) an order terminating a residential tenancy agreement or occupancy agreement and granting vacant possession of the relevant premises to the applicant for the order;
- (j) an order declaring the premises were abandoned on a particular day;
- (k) an order correcting a defect in a notice or in the service of a notice.

*Note 1* The *ACT Civil and Administrative Tribunal Act 2008*, s 56 sets out other orders that the ACAT may make.

*Note 2* The ACAT may make interim orders (see *ACT Civil and Administrative Tribunal Act 2008*, s 53).

## **84 Notice of intention to vacate—award of compensation**

- (1) If a lessor received a notice of intention to vacate before the end of a fixed term agreement, and the date nominated in the notice as the date when the tenant intends to vacate is a date before the end of the agreement, the lessor may—
  - (a) accept the notice; or
  - (b) if the agreement does not include a break lease clause, apply to the ACAT for compensation for—
    - (i) the loss of the rent that the lessor would have received had the agreement continued to the end of its term; and

- (ii) the reasonable costs of advertising the premises for lease and of giving a right to occupy the premises to another person.
- (2) On application, the ACAT may award compensation of the kind mentioned in subsection (1) (b).
- (3) The amount of compensation the ACAT may award—
  - (a) under subsection (1) (b) (i) must not be more than the lesser of the following:
    - (i) 25 weeks rent;
    - (ii) rent in relation to the unexpired part of the agreement; and
  - (b) under subsection (1) (b) (ii) must not be more than 1 week's rent.
- (4) In deciding the amount of compensation that may be awarded in relation to the reasonable costs of advertising, the ACAT must have regard to when, apart from the vacation of the premises—
  - (a) the agreement would have ended; and
  - (b) the lessor would have incurred the costs.
- (5) In this section:  
*break lease clause*—see section 8 (2).

## Division 6.5A Powers and decisions of ACAT— protection orders

### 85 Definitions—div 6.5A

- (1) In this division:

*FV Act* means the *Family Violence Act 2016*.

*protected person*—

- (a) in relation to a protection order under the FV Act—see the [FV Act](#), dictionary; or
- (b) in relation to a protection order under the PV Act—see the [PV Act](#), dictionary.

*protection order* means—

- (a) a protection order under the FV Act; or
- (b) an interim or final personal protection order under the PV Act.

*PV Act* means the *Personal Violence Act 2016*.

*respondent*—

- (a) in relation to a protection order under the FV Act—see the [FV Act](#), dictionary; or
- (b) in relation to a protection order under the PV Act—see the [PV Act](#), dictionary.

- (2) In this section:

*personal protection order* means a protection order applied for under the [PV Act](#), section 12.



**85A New tenancy agreement—family violence and protection orders**

- (1) This section applies if—
  - (a) the Magistrates Court has made a protection order; and
  - (b) the respondent is a party to a residential tenancy agreement in relation to premises; and
  - (c) the protected person under the order—
    - (i) is also a party to the residential tenancy agreement; or
    - (ii) has been living in the premises as the protected person’s home but is not a party to the agreement; and
  - (d) either—
    - (i) the order includes an exclusion condition or a condition prohibiting the respondent from being within a particular distance from the protected person; or
    - (ii) the respondent has given an undertaking to the court to leave the premises.
- (2) The protected person may apply to the ACAT for either of the following orders:
  - (a) an order terminating the existing residential tenancy agreement;
  - (b) an order—
    - (i) terminating the existing residential tenancy agreement; and
    - (ii) requiring the lessor of the premises to enter into a residential tenancy agreement with the protected person and any other person mentioned in the application.

- (3) Each of the following is a party to a proceeding on the application:
  - (a) the protected person;
  - (b) the lessor;
  - (c) the respondent;
  - (d) any other existing tenants.
- (4) In this section:

*exclusion condition*—

  - (a) of a protection order under the FV Act—see the [FV Act](#), section 39 (4); or
  - (b) of a protection order under the PV Act—see the [PV Act](#), section 31 (4).

**85B Applications under s 85A—ACAT orders**

- (1) This section applies if the ACAT receives an application under section 85A from a protected person under a protection order.
- (2) The ACAT may make the order applied for if satisfied that—
  - (a) it is reasonable to make the order, taking into consideration the length of the protection order and the length of time remaining on the term of the existing residential tenancy agreement; and
  - (b) it is reasonable to make the order, taking into consideration the interests of any other tenants (other than the respondent) under the existing residential tenancy agreement and, in particular, whether the other tenants support the protected person's application; and

- (c) for an order mentioned in section 85A (2) (b)—
  - (i) the protected person or the protected person’s dependent children would be likely to suffer significant hardship if the protected person were compelled to leave the premises; and
  - (ii) that hardship would be greater than the hardship the lessor would suffer if the order were made; and
  - (iii) the protected person and any other person mentioned in the application could reasonably be expected to comply with the terms of a residential tenancy agreement; and
  - (iv) if another person is mentioned in the application—the lessor has been given an opportunity to consider the person’s suitability as a tenant.
- (3) If the ACAT makes an order mentioned in section 85A (2) (b), the new residential tenancy agreement must—
  - (a) be subject to the same rent and frequency of rent payments as the existing residential tenancy agreement; and
  - (b) if the existing residential tenancy agreement is a fixed term agreement—run for a term not longer than the remainder of the fixed term; and
  - (c) otherwise be on the same terms as the existing residential tenancy agreement, subject to any changes the ACAT decides.
- (4) If the ACAT makes an order mentioned in section 85A (2) (b), the existing residential tenancy agreement is terminated when the new residential tenancy agreement is signed by the parties to the agreement.
- (5) The ACAT may determine the liabilities of the respondent, the protected person or any other tenants under the existing residential tenancy agreement in relation to the bond paid under the agreement.

## Division 6.6 Enforcement of ACAT orders

### 86 Failure to comply with ACAT orders

- (1) A party to a hearing must not fail to comply with an order of the ACAT.
- (2) If a person contravenes subsection (1), the ACAT may order the person to pay a stated amount (not more than \$5 000) to the Territory.
- (3) A person commits an offence if—
  - (a) the person contravenes subsection (1) (the *first contravention*); and
  - (b) the ACAT makes an order under subsection (2) in relation to the first contravention; and
  - (c) within 1 year immediately after the day the first contravention happens, the person again contravenes subsection (1) (the *subsequent contravention*); and
  - (d) the first and subsequent contraventions are not against orders arising from the same proceeding.

Maximum penalty: 50 penalty units, imprisonment for 6 months or both.

- (4) Subsection (3) does not apply if the person has a reasonable excuse for the first or subsequent contravention.

## Part 7 Residential tenancy databases

### 87 Definitions—pt 7

In this part:

**agent**, of a lessor, means a person employed, or otherwise authorised, by the lessor to act as the lessor's agent.

**database** means a system, device or other thing used for storing information, whether electronically or in some other form.

**database operator** means an entity that operates a residential tenancy database.

**inaccurate**, in relation to personal information in a residential tenancy database, includes information that is inaccurate because—

- (a) the information shows that the person owes a lessor an amount that is more than the rental bond; and
- (b) the amount owed was paid to the lessor more than 3 months after the amount became due.

*Note* If the amount is paid to the lessor within 3 months of the amount becoming due, the information would be out of date.

**list**, in relation to personal information in a residential tenancy database—

- (a) means—
  - (i) enter the personal information into the database; or
  - (ii) give the personal information to the database operator or someone else for entry into a database; and
- (b) includes amend personal information in the database to include additional personal information about a person.

***out of date***, in relation to personal information in a residential tenancy database, means the information is no longer accurate because—

- (a) for a listing made on the basis that a person owes a lessor an amount that is more than the rental bond—the amount owed was paid to the lessor within 3 months after the amount became due; or
- (b) for a listing made on the basis that a court or the ACAT has made an order terminating the residential tenancy agreement—the order has been set aside or revoked by a court or the ACAT.

***personal information***—

- (a) means information or an opinion, whether true or not, about—
  - (i) an identified individual; or
  - (ii) an individual whose identity can reasonably be worked out from the information or opinion; and
- (b) includes an individual's name.

***rental bond***, for a residential tenancy agreement—

- (a) means the amount (however described)—
  - (i) paid by or for the tenant under the agreement to the lessor under the agreement, the Territory or another entity at the direction of the lessor; and
  - (ii) intended to be available for the financial protection of the lessor against the tenant breaching the agreement; and
- (b) does not include rent paid in advance.

***residential tenancy database*** means a database—

- (a) containing personal information—
  - (i) relating to, or arising from, the occupation of premises under a residential tenancy agreement; or
  - (ii) entered into the database for reasons relating to, or arising from, the occupation of premises under a residential tenancy agreement; and
- (b) with an intended purpose of use by a lessor or lessor's agent for checking a person's tenancy history for deciding whether a residential tenancy agreement should be entered into with the person.

**88 Application—pt 7**

- (1) This part does not apply to a residential tenancy database kept by an entity for use only by the entity or its officers, employees or agents.
- (2) In this section:

***entity*** includes the housing commissioner.

**89 Notice of usual use of database**

- (1) This section applies if—
  - (a) a person (the ***applicant***) applies to a lessor, or a lessor's agent, to enter into a residential tenancy agreement; and
  - (b) the lessor, or the lessor's agent, usually uses 1 or more residential tenancy databases for deciding whether to enter into a residential tenancy agreement with a person.

- (2) The lessor, or the lessor's agent must, when the application is made, give the applicant written notice of the following:
  - (a) the name of each residential tenancy database the lessor or agent usually uses, or may use, for deciding whether to enter into a residential tenancy agreement with a person;
  - (b) that the reason the lessor or agent uses a residential tenancy database is for checking the applicant's tenancy history;
  - (c) for each residential tenancy database mentioned in paragraph (a)—how the applicant may contact and obtain information from the database operator.
- (3) Subsection (2) applies whether or not the lessor, or the lessor's agent, intends to use a residential tenancy database for deciding whether to enter into a residential tenancy agreement with the applicant.
- (4) However, the lessor, or the lessor's agent, is not required to give notice under subsection (2) if written notice of the matters mentioned in that subsection was given to the applicant not more than 7 days before the application is made.

**Example—s (4)**

Serena is a lessor's agent. When Sam collects an application form for tenancy of a residential property, Serena gives Sam the written notice required under s (2). If Sam lodges the completed form 5 days later, Serena does not need to provide notice under s (2) again.

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).



**90 Notice of listing if database used**

- (1) This section applies if—
  - (a) a person (the *applicant*) applies to a lessor, or a lessor's agent, to enter into a residential tenancy agreement; and
  - (b) the lessor, or the lessor's agent, uses a residential tenancy database to check whether personal information about the applicant is in the database; and
  - (c) personal information about the applicant is in the database.
- (2) The lessor, or the lessor's agent, must, as soon as possible but within 7 days after using the residential tenancy database, give the applicant written notice of the following:
  - (a) the name of the residential tenancy database;
  - (b) that personal information about the applicant is in the database;
  - (c) the name of each person who listed personal information in the database and is identified in the database;
  - (d) how and in what circumstances the applicant can have the personal information removed or amended under this part.

**91 Listing can be made only for certain breaches by certain people**

- (1) A lessor, lessor's agent or database operator must not list personal information about a person in a residential tenancy database unless—
  - (a) the person was named as a tenant in a residential tenancy agreement that has ended; and
  - (b) the person has breached the agreement; and

- (c) because of the breach, either—
    - (i) the person owes the lessor an amount that is more than the rental bond for the agreement; or
    - (ii) a court or the ACAT has made an order terminating the residential tenancy agreement; and
  - (d) the personal information—
    - (i) relates only to the breach; and
    - (ii) is accurate, complete and unambiguous.
- (2) Without limiting subsection (1) (d) (ii), the personal information must indicate the nature of the breach.

**Example—indication of nature of breach**

Personal information in a residential tenancy database indicates the nature of the breach if it includes a reference to the following:

- ‘rent arrears’—for a person who has breached a residential tenancy agreement by failing to pay rent; or
- ‘damage to premises’—for a person who has breached a residential tenancy agreement by damaging the premises.

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).

**92 Further restriction on listing**

- (1) A lessor, lessor’s agent or database operator must not list personal information about a person in a residential tenancy database unless the lessor, agent or operator—
- (a) has, without charging a fee—
    - (i) given the person a copy of the personal information; or
    - (ii) taken other reasonable steps to disclose the personal information to the person; and

- (b) has given the person at least 14 days to review the personal information and make submissions—
    - (i) objecting to its entry into the database; or
    - (ii) about its accuracy, completeness and clarity; and
  - (c) has considered any submissions made.
- (2) Subsection (1) does not apply if the lessor, lessor's agent or database operator cannot locate the person after making reasonable enquiries.
- (3) Subsection (1) (b) and (c) do not apply—
- (a) to information that, at the time of listing, is contained in publicly available court or tribunal records; or
  - (b) to a listing involving only an amendment of personal information under section 93.

### **93 Ensuring quality of listing—lessor's or agent's obligation**

- (1) This section applies if a lessor, or lessor's agent, who lists personal information in a residential tenancy database becomes aware that the information is inaccurate, incomplete, ambiguous or out of date.
- (2) The lessor, or lessor's agent, must, within 7 days, give written notice of the following to the database operator:
- (a) if the information is inaccurate, incomplete, or ambiguous—
    - (i) that the information is inaccurate, incomplete, or ambiguous; and
    - (ii) how the information must be amended so that it is no longer inaccurate, incomplete, or ambiguous;

- (b) if the information is out of date—that the information is out of date and must be removed.

**Example—par (a)**

Darren owes his landlord Tabitha an amount that is more than the rental bond paid under the residential tenancy agreement. Tabitha lists the unpaid amount in a residential tenancy database. Darren pays Tabitha the amount owed more than 3 months after it was due to be paid. Within 7 days of becoming aware of the payment, Tabitha must give the database operator written notice of—

- the personal information being inaccurate; and
- the details of the payment to be included in the personal information so that it is no longer inaccurate.

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).

- (3) The lessor, or lessor’s agent, must keep a copy of the notice for 1 year after it is given.

**94 Ensuring quality of listing—database operator’s obligation**

- (1) This section applies if a lessor, or lessor’s agent, who has listed personal information in a residential tenancy database gives the database operator a written notice stating that the personal information must be—
- (a) amended in a stated way to make it accurate, complete and unambiguous; or
- (b) removed.
- (2) The database operator must amend the personal information in the stated way, or remove the personal information, within 14 days after the operator is given the notice.

**95 Providing copy of personal information listed**

- (1) A lessor, or lessor's agent, who lists personal information about a person in a residential tenancy database must give the person a copy of the information if—
  - (a) the person asks for the information in writing; and
  - (b) if the lessor, or lessor's agent, charges a fee for giving the information—the fee has been paid.
- (2) A database operator who keeps personal information about a person in a residential tenancy database must give the person a copy of the information if—
  - (a) the person asks for the information in writing; and
  - (b) if the operator charges a fee for giving the information—the fee has been paid.
- (3) A lessor, lessor's agent or database operator who is required to give personal information under this section must give the information to the person within 14 days after the later of—
  - (a) the day the person asks for the information in writing; and
  - (b) if a fee is charged for giving the information—the day the fee is paid.
- (4) A fee charged by a lessor, lessor's agent or database operator for giving personal information under this section—
  - (a) must not be excessive; and
  - (b) must not apply to lodging a request for the information.

**96 Notifying relevant non-parties of tribunal order about listing**

- (1) This section applies if—
  - (a) the ACAT makes an order that a person must, in relation to a residential tenancy database—
    - (i) amend personal information in a stated way; or
    - (ii) remove all or some personal information about a person; and
  - (b) the person against whom that order is made (the *relevant person*) is not a party to the proceeding.
- (2) The ACAT must give a copy of the order to the relevant person, within 14 days after the day the order is made.

**97 Keeping personal information listed**

- (1) A database operator must not keep personal information about a person in the operator's residential tenancy database for longer than—
  - (a) 3 years; or
  - (b) if, under the Territory privacy principles or Australian Privacy Principles, the database operator is required to remove the information before the end of the 3-year period mentioned in paragraph (a)—the period ending when the information must be removed under the Territory privacy principles or Australian Privacy Principles.
- (2) However, a database operator may keep a person's name in the operator's residential tenancy database for longer than the periods stated in subsection (1) if—
  - (a) other personal information about the person in the database is attached to the person's name; and

- (b) the other personal information is not required to be removed under subsection (1) or another law.

**Example**

Larry Tate is listed in a residential tenancy database in relation to two breaches of residential tenancy agreements. The first breach occurred 3 years ago. The second breach occurred 2 years ago. The database operator is required under s 97 (1) to remove the reference to the first breach from the database. Larry may still be listed in the database because the second breach occurred 2 years ago.

*Note* An example is part of the Act is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).

- (3) This section does not limit the operation of another provision in this part or another law that requires the removal of personal information.
- (4) In this section:

*Australian Privacy Principles* means the principles stated in the [Privacy Act 1988](#) (Cwlth), schedule 1.

*Territory privacy principles* means the principles stated in the [Information Privacy Act 2014](#), schedule 1.

**98 Application to ACAT about contravention**

- (1) A person who claims that personal information about the person has been listed in a residential tenancy database in contravention of this part may apply to the ACAT about the listing of the information.
- (2) The application must be made within 6 months after the day the person becomes aware of the listing of the personal information in the residential tenancy database.
- (3) If the ACAT decides there has been a contravention of a provision of this part, it may—
- (a) order a person to take stated steps to remedy the contravention;  
or

- (b) make any other order it considers appropriate.

*Note* If the ACAT makes an order under this part, it may also order compensation under s 101.

**99 Application to ACAT about certain personal information listed in residential tenancy database**

- (1) If personal information about a person is listed in a residential tenancy database, the person may apply to the ACAT for an order under this section.
- (2) The ACAT may order a listing person to—
  - (a) remove stated personal information from the database; or
  - (b) amend the personal information in the database.
- (3) The ACAT may make the order only if satisfied—
  - (a) the personal information is inaccurate, incomplete, ambiguous or out-of-date; or
  - (b) the listing of the personal information is unjust in the circumstances, having regard to—
    - (i) the reason for the listing of the person’s personal information; and
    - (ii) the person’s involvement in the acts or omissions giving rise to the listing of the personal information; and
    - (iii) the adverse consequences suffered, or likely to be suffered, by the person because of the listing of the personal information; and



(iv) any other relevant matter.

**Examples—par (b)**

- 1 Information about Endora is listed in a residential tenancy database because of damage caused to premises by Endora's domestic partner during a family violence incident. Because of the listing of the information, Endora cannot obtain appropriate and affordable accommodation.
- 2 Information about Maurice is listed in a residential tenancy database because rent remained unpaid by Maurice for 4 months after it was payable. During that period, Maurice was in hospital recovering from a serious accident and unable to make arrangements for payment.

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).

(4) In this section:

*listing person* means a lessor, lessor's agent, database operator or someone else.

## **100 Application to ACAT about proposed listing of personal information**

- (1) A person who is aware that a listing person intends to list personal information about the person in a residential tenancy database may apply to the ACAT for an order under this section.
- (2) The ACAT may—
  - (a) order the listing person not to list the person's personal information in the residential tenancy database; or
  - (b) order the listing person not to list the person's personal information except with stated changes or on stated conditions; or
  - (c) make any other order it considers appropriate.

- (3) The ACAT may make the order only if satisfied that, if the personal information were listed as proposed, the ACAT could make an order in relation to the personal information under section 98 or section 99.
- (4) In this section:  
*listing person*—see section 99.

**101 Order for compensation**

- (1) This section applies if the ACAT makes an order against a person under this part.
- (2) The ACAT may also make an order requiring the person to pay to a stated person, within a stated period, an amount the ACAT considers appropriate as compensation for the loss or damage caused by listing personal information in a residential tenancy database.
- (3) The amount of compensation must not be more than—
  - (a) \$5 000; or
  - (b) if another amount is prescribed by regulation—that amount.

## Part 8                      Registration of standard guarantee contract for commercial guarantee

### 102            **Meaning of *commercial guarantee* and *standard guarantee contract***

In this Act:

*commercial guarantee*, in relation to a residential tenancy agreement, means a contract or arrangement between the lessor, the tenant and a third party—

- (a) that is in addition to or in place of a bond; and
- (b) under which the third party, for a fee, benefit or reward, gives a guarantee or indemnity to the lessor for the performance of the tenant's obligations under the residential tenancy agreement.

*standard guarantee contract* means a form of contract for a commercial guarantee.

### 103            **Application for registration of standard guarantee contract**

- (1) A person may apply to the commissioner for fair trading to register a standard guarantee contract for a commercial guarantee.
- (2) The application must—
  - (a) be in writing; and
  - (b) include the applicant's name, address, email address and phone number; and

- (c) include any information prescribed by regulation.

*Note 1* It is an offence to make a false or misleading statement, give false or misleading information or produce a false or misleading document (see [Criminal Code](#), pt 3.4).

*Note 2* A fee may be determined under s 134 for this provision.

#### **104 Commissioner must decide application**

- (1) Within 30 days after the day the application is received, the commissioner for fair trading must—
- (a) register the standard guarantee contract; or
  - (b) register the standard guarantee contract subject to conditions; or
  - (c) refuse to register the standard guarantee contract.

*Note* Failure to decide the application within the required time is taken to be a decision not to register the applicant (see [ACT Civil and Administrative Tribunal Act 2008](#), s 12).

- (2) Before making a decision under subsection (1), the commissioner may ask an applicant to give the commissioner, within a stated time, information about the applicant or about the standard guarantee contract, that the commissioner reasonably needs to decide the application.
- (3) If the applicant does not give the commissioner the information requested under subsection (2), the commissioner may refuse to register the standard guarantee contract.

- (4) If the commissioner refuses to register the standard guarantee contract, or registers the standard guarantee contract subject to conditions, the applicant may apply to the ACAT for a review of the decision.

*Note 1* The commissioner for fair trading must take reasonable steps to give a reviewable decision notice to any person whose interests are affected by the decision (see *ACT Civil and Administrative Tribunal Act 2008*, s 67A).

*Note 2* The requirements for reviewable decision notices are prescribed under the *ACT Civil and Administrative Tribunal Act 2008*.

## **105 Register of standard guarantee contracts**

- (1) The commissioner for fair trading must keep a register of standard guarantee contracts.
- (2) The register must include—
- (a) the business name and the trading name of the person who has registered a standard guarantee contract; and
  - (b) any information prescribed by regulation.
- (3) The register may include any other information the commissioner for fair trading believes will improve consumer protection.
- (4) The register may be kept in any form, including electronically, that the commissioner decides.
- (5) The commissioner must make the register available to the public.

*Note* The Territory privacy principles (the *TPPs*) apply to the commissioner for fair trading (see *Information Privacy Act 2014*, sch 1). The TPPs deal with the collection, storage and exchange of personal information.

## **106 Relationship to Australian Consumer Law (ACT)**

This part and section 16 (3) do not affect the operation of the Australian Consumer Law (ACT).

## Part 9 Miscellaneous

### 126 Declared crisis accommodation provider

- (1) The Minister may declare an entity to be a crisis accommodation provider in relation to stated accommodation (*crisis accommodation*).
- (2) However, the Minister must not make the declaration in relation to accommodation unless satisfied that the entity—
  - (a) provides, or intends to provide, the accommodation as emergency accommodation for people in crisis; and
  - (b) provides, or intends to provide, information to people accommodated in the accommodation, whether on or before termination, about alternative accommodation and, if appropriate, other services.
- (3) A declaration is a notifiable instrument.

*Note* A notifiable instrument must be notified under the [Legislation Act](#).

### 127 Death of 1 of more than 2 tenants

If 1 of 2 or more tenants who are parties to a residential tenancy agreement dies, the tenancy and the tenancy agreement continue to operate—

- (a) with the remaining tenant as the sole tenant; or
- (b) if there are 2 or more remaining tenants—with the tenants as joint tenants or tenants in common.

### 127A Transfer of public housing under will

- (1) A public housing tenancy agreement may provide that the tenant must not give the tenant's rights under the agreement by will to another person who is not an occupant of the premises.

- (2) If a person takes possession of public housing premises under a will, the housing commissioner may apply to the ACAT to adjust the rent, or terminate the agreement.
- (3) In considering an application under subsection (2), the ACAT must have regard to the eligibility criteria under relevant approved housing assistance programs under the *Housing Assistance Act 2007*.

### **128 Purported assignment or subletting**

- (1) The purported assignment or subletting of premises in contravention of the standard residential tenancy terms is unenforceable and a person to whom premises are so assigned or sublet resides in the premises as a licensee only.
- (2) Subsection (1) does not apply to the assignment or subletting of premises in accordance with a term of the residential tenancy agreement endorsed by the ACAT.

### **131 Proceedings by children**

- (1) A proceeding under this Act may be started by a child as if the child were an adult.
- (2) The rules in force under the *Court Procedures Act 2004* that apply in relation to the approval of settlements and compromises, and amounts ordered or agreed to be paid, in a civil proceeding brought in the Magistrates Court by a child apply in relation to a proceeding brought under this Act by a child.
- (3) The rules mentioned in subsection (2) apply as if all necessary changes, and any changes prescribed by regulation, were made.

### **132 Enforcing agreements by or against children**

A party to a residential tenancy agreement is not prevented from enforcing the agreement against another party only because either party is a child.

**133 Approved forms—Minister**

- (1) The Minister may approve forms for this Act (other than in relation to proceedings before the ACAT).
- (2) If the Minister approves a form for a particular purpose, the approved form must be used for that purpose.
- (3) An approved form is a notifiable instrument.

*Note* A notifiable instrument must be notified under the [Legislation Act](#).

**134 Determination of fees**

- (1) The Minister may determine fees for this Act.

*Note* The [Legislation Act](#) contains provisions about the making of determinations and regulations relating to fees (see pt 6.3).

- (2) A determination is a disallowable instrument.

*Note* A disallowable instrument must be notified, and presented to the Legislative Assembly, under the [Legislation Act](#).

**136 Regulation-making power**

- (1) The Executive may make regulations for this Act.

*Note* A regulation must be notified, and presented to the Legislative Assembly, under the [Legislation Act](#).

- (2) A regulation may make provision in relation to the following:
  - (a) the keeping of records;
  - (b) tenancy databases;
  - (c) commercial guarantees, including the following:
    - (i) grounds for registering, applying a condition to, or refusing to register a standard guarantee contract;
    - (ii) a matter that must be included in, or excluded from, a commercial guarantee;



- (iii) requirements in relation to reporting on, record keeping for and the administration of commercial guarantees;
- (iv) if a person has registered a standard guarantee contract—information that the person must give to another person before entering into a commercial guarantee with the other person;
- (v) amending, renewing, ending or suspending the registration of a standard guarantee contract.

## Part 13

# Transitional—Residential Tenancies Legislation Amendment Act 2016

### 144 Definitions—pt 13

In this part:

*commencement day* means the day the *Residential Tenancies Legislation Amendment Act 2016*, section 6 commences.

*existing residential tenancy agreement* means a residential tenancy agreement that is in force on the commencement day.

### 145 Existing residential tenancy agreements—lessor to install smoke alarms

- (1) This section applies in relation to an existing residential tenancy agreement if—
  - (a) no smoke alarms are installed at the premises; or
  - (b) smoke alarms are installed at the premises but the installation does not comply with the requirements prescribed by regulation for section 11B.
- (2) Not later than 12 months after the commencement day, the lessor must install smoke alarms at the premises.
- (3) The installation of the smoke alarms must comply with the requirements prescribed by regulation for section 11B.

- (4) Subsection (2) does not apply if the residential tenancy agreement is no longer in force 12 months after the commencement day.

**Example**

Before the commencement day, Kathy leases residential premises to Paul. However, 4 months after the commencement day, Paul terminates the residential tenancy agreement. Under subsection (4), Kathy does not have to install smoke alarms at the premises.

However, if Kathy leases the premises to someone else after the commencement day, under section 11B, she will need to install smoke alarms in the premises.

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).

**146 Existing residential tenancy agreements—tenant to replace smoke alarm batteries**

- (1) This section applies in relation to an existing residential tenancy agreement if—
- (a) the lessor installs a smoke alarm at the premises under section 145; or
  - (b) before the commencement day—a smoke alarm is installed at the premises and the installation complies with the requirements prescribed by regulation for section 11B.
- (2) The tenant must replace a battery in the smoke alarm whenever necessary.

**147 Expiry—pt 13**

This part expires 12 months after the commencement day.

*Note* Transitional provisions are kept in the Act for a limited time. A transitional provision is repealed on its expiry but continues to have effect after its repeal (see [Legislation Act](#), s 88).

## Part 14 Transitional—Statute Law Amendment Act 2017 (No 2)

### 148 Meaning of *commencement day*—pt 14

In this part:

*commencement day* means the day the *Statute Law Amendment Act 2017 (No 2)* commences.

### 149 Residential tenancy agreement entered contrary to s 11B

- (1) This section applies to a lessor who entered into a residential tenancy agreement with a tenant in contravention of section 11B (b) (the *relevant requirement*) as in force immediately before the commencement day.
- (2) The lessor is taken to have complied with the relevant requirement if the smoke alarm was installed in compliance with the requirements prescribed by regulation for section 11B.

### 150 Expiry—pt 14

This part expires 12 months after the commencement day.

*Note* Transitional provisions are kept in the Act for a limited time. A transitional provision is repealed on its expiry but continues to have effect after its repeal (see [Legislation Act](#), s 88).

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## Schedule 1      Standard residential tenancy terms

(see s 8)

### **Lessor and tenant must comply with terms of tenancy agreement**

- 1            (1) This tenancy agreement is made under the *Residential Tenancies Act 1997* (the Residential Tenancies Act).
- (2) The lessor and the tenant may agree to add additional clauses to the tenancy agreement but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act).
- 2            By signing this tenancy agreement, the lessor and the tenant agree to be bound by its terms during the period of the tenancy it creates.
- 3            A party to this tenancy agreement cannot contract out of it or out of the provisions of the Residential Tenancies Act, except as provided in that Act.
- 4            A fixed term tenancy must be for the single period specified in the tenancy agreement.
- 5            A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
- 6            A reference in this tenancy agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the Residential Tenancies Act.

### **Costs and procedures for establishing tenancy agreement**

- 7            The lessor bears the cost of preparation and execution of this tenancy agreement.

- 8 The tenant is responsible for any legal costs that the tenant incurs in relation to preparation and execution of this tenancy agreement.
- 9 The lessor must give a copy of the proposed tenancy agreement to the tenant before the commencement of the tenancy.
- 10 The tenancy agreement must be signed by the tenant and by the lessor (or by their authorised agents).
- 11 The lessor must give a copy of the tenancy agreement, signed by each party, to the tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the tenant has returned a signed copy.
- 12 If the lessor does not return the tenancy agreement to the tenant, as provided by clause 11, the tenancy agreement has full effect in the terms signed by the tenant on occupation of the premises or acceptance of rent.

**Information**

- 13 (1) The lessor must provide to the tenant a copy of an information booklet about residential tenancies authorised by the commissioner for fair trading before the commencement of this agreement.
- (2) If it is not possible to provide the tenant with a booklet, the lessor must inform the tenant of the booklet and where it may be obtained.
- (3) If the premises are a unit within the meaning of the *Unit Titles Act 2001*, the lessor must give the tenant a copy of the owners corporation's rules before the commencement of this agreement.

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## **Bond and condition report**

### **Maximum bond**

- 14 Payment of a bond is not necessary unless required by the lessor.
- 15 Only 1 bond is payable for the tenancy created by this tenancy agreement.
- 16 The amount of the bond must not exceed the amount of 4 weeks rent.

### **Lodgment of the bond with the Office of Rental Bonds**

- 17 If the lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.
- 18 Either party may lodge the bond with the Office of Rental Bonds.

### **If the lessor and tenant agree that the tenant is to lodge the bond**

- 19 If the parties agree that the tenant is to lodge the bond, the following applies:
- (a) the tenant, or the lessor on the tenant's behalf, must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;
  - (b) the tenant must lodge the bond with the Office of Rental Bonds in the way permitted by the Office;
  - (c) the lessor may require lodgment of the bond before the lessor gives possession of the premises to the tenant and if this is the case, the tenant must be able to take possession of the premises and receive the keys to the premises as soon as the tenant provides the lessor with evidence of lodgment of the bond or the Office of Rental Bonds notifies the lessor that the bond was received by the Office.

**If the lessor is to lodge the bond**

- 20 If the lessor is to lodge the bond, the following applies:
- (a) on receiving the bond, the lessor must give the tenant a receipt for the bond;
  - (b) the lessor must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;
    - Note* Under the *Electronic Transactions Act 2001*, s 8 (1), information required to be in writing may be given electronically in certain circumstances.
  - (c) the lessor must lodge the bond with the Office of Rental Bonds in the way permitted by the Office within—
    - (i) the later of 2 weeks after receiving the bond and the commencement of the tenancy; or
    - (ii) if the lessor’s real estate agent lodges the bond—the later of 4 weeks after receiving the bond and the commencement of the tenancy.

**Condition Report**

- 21 (1) Within 1 day of the tenant taking possession of the premises, the lessor must give 2 copies of a condition report completed by the lessor to the tenant.
- (2) The condition report must be on, or to the effect of, the condition report form published by the Territory.
- 22 (1) The tenant must examine the report and indicate on the report the tenant’s agreement or disagreement with the items.
- (2) Within 2 weeks after the day the tenant receives the report, the tenant must return 1 copy of the report to the lessor, signed by the tenant and indicating the tenant’s agreement or disagreement with the report or parts of the report.



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- 23 The lessor must keep the condition report for a period of not less than 1 year after the end of the tenancy.

### **End of tenancy—inspection and condition report**

- 23A (1) At the end of the tenancy, an inspection of the premises must be carried out in the presence of the lessor and tenant.
- (2) A condition report based on the inspection must be completed in the presence of, and signed by, the lessor and tenant.
- (3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.

### **Rent and other charges**

#### **Rent and bond only as payment for the tenancy**

- 24 The lessor must not require any payment other than rent or bond for the following:
- (a) the granting, extension, transfer or renewal of a tenancy or subtenancy;
  - (b) vacating of premises;
  - (c) obtaining a key to the premises;
  - (d) information on the availability of tenancies.

#### **Holding deposits**

- 25 The Residential Tenancies Act prohibits the taking of holding deposits.

#### **Payment of rent**

- 26 (1) The tenant must pay the rent on time.

- (2) The tenant must not use the bond money to pay the rent for the last weeks of the tenancy.
  - (3) The tenant and the lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).
  - (4) The tenant and lessor may agree that rent is to be paid electronically.
- 27 The lessor must not require the tenant to pay rent by postdated cheque.

**Maximum rent in advance**

- 28 The lessor must not require an amount of rent paid in advance greater than 1 calendar month.

**Rent receipts**

- 29 If rent is paid in person to the lessor or a real estate agent, a receipt must be given at that time.
- 30 In other circumstances where rent is paid to the lessor, a receipt must be provided or sent by post within 1 week of its receipt.
- 31 (1) A receipt for payment of rent must specify the amount paid.
- (2) A receipt should specify the following:
- (a) the date of payment;
  - (b) the period in relation to which the payment is made;
  - (c) the premises in relation to which the payment is made;
  - (d) whether the payment is for bond or rent.
- (3) If these particulars are not included in the receipt, the lessor must provide this information to the tenant within 4 weeks of a request by the tenant.

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- 32 A receipt is not required if the rent is paid by the tenant directly into an account nominated by the lessor or real estate agent.

**Rent records**

- 33 (1) The lessor must keep, or cause to be kept, records of the payment of rent.
- (2) Those records must be retained for a period of not less than 12 months after the end of the tenancy.

**Increase in rent**

- 34 The amount of rent must not vary from period to period except as provided by this tenancy agreement and the Residential Tenancies Act.
- 35 The rent may not be increased at intervals of less than 12 months from either the beginning of the tenancy agreement for the first increase, or after that, from the date of the last increase.
- 36 (1) This clause applies if—
- (a) the housing commissioner is the lessor under this tenancy agreement; and
  - (b) the commissioner has decided to increase the rent after a review of rent under the *Housing Assistance Act 2007*, section 23.
- (2) Despite clause 35, the housing commissioner may increase the rent.
- (3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 1 year after the date the last rent increase for the premises took effect.

- 37 The restriction on increase in rent applies provided the identity of at least 1 of the tenants who occupy the premises remains the same as at the time of the last increase.

### **Review of excessive rent increases**

- 38 The lessor must give the tenant 8 weeks written notice of intention to increase the rent and include in the notice the amount of the increase, and the date when it is proposed to increase the rent.
- 39 (1) The tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Residential Tenancies Act).
- (2) On such application being made, no increase in rent is payable until so ordered by the tribunal.
- 40 If the tenant remains in occupation of the premises without applying to the tribunal for review, the increase in rent takes effect from the date specified in the notice.
- 41 If the tenant wishes to vacate the premises before the increase takes effect, the tenant must give 3 weeks notice to the lessor.

### **Lessor's costs**

- 42 The lessor is responsible for the cost of the following:
- (a) rates and taxes relating to the premises;
  - (b) services for which the lessor agrees to be responsible;
  - (c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately decided;
  - (d) all services up to the time of measurement or reading at the beginning of the tenancy;

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- (e) all services after reading or measurement at the end of the tenancy providing the tenant has not made any use of the service after the reading.
- 43 (1) The lessor must pay for any physical installation of services (eg water, electricity, gas, telephone line).
- (2) The tenant is responsible for the connection of all services that will be supplied in the tenant's name.
- 44 The lessor must pay the annual supply charge associated with the supply of water or sewerage.
- 45 If the premises are a unit under the *Unit Titles Act 2001*, the lessor is responsible for all owners corporation charges.

**Tenant's costs**

- 46 The tenant is responsible for all charges associated with the consumption of services supplied to the premises, including electricity, gas, water and telephone.
- 47 The tenant is not required by the lessor to connect or continue a telephone service.

**Reading of metered services**

- 48 (1) The lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the tenant.
- (2) The lessor must provide the tenant with an opportunity to verify readings and measurements.
- 49 If the lessor does not arrange reading or measurement of a service connected in the name of the lessor by the day after the date of expiry of notice to vacate given in accordance with this tenancy agreement or the Residential Tenancies Act, the lessor is be responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.

- 50 (1) If the tenant vacates the premises without giving notice before departure, the lessor must arrange a reading or measurement of services connected in the lessor's name within a reasonable time of the lessor becoming aware of the departure of the tenant.
- (2) The tenant is responsible for payment of services to the date of that reading or measurement.

**Tenant's use of the premises without interference**

- 51 The lessor guarantees that there is no legal impediment to the use of the premises for residential purposes by the tenant.
- 52 The lessor must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the premises.
- 53 Unless otherwise agreed in writing, the tenant has exclusive possession of the premises, as described in the agreement, from the date of commencement of the tenancy agreement provided for in the agreement.

**Lessor to install and maintain smoke alarms****Lessor to install and maintain smoke alarms**

- 53A (1) The lessor must install and maintain smoke alarms in the premises.
- (2) The installation of the smoke alarms must comply with the requirements prescribed by regulation for the Residential Tenancies Act, section 11B.

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## Lessor to make repairs

### Lessor to provide premises in a reasonable state at the start of the tenancy

- 54
- (1) At the start of the tenancy, the lessor must ensure that the premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are—
    - (a) fit for habitation; and
    - (b) reasonably clean; and
    - (c) in a reasonable state of repair; and
    - (d) reasonably secure.
  - (2) An exclusion must be in writing and may, but need not, be included in the tenancy agreement (if in writing).
  - (3) The lessor or the tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).
  - (4) The lessor or the tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.
  - (5) If the tenant, or a person living at the premises, is a protected person in relation to an interim or final order made under the [Family Violence Act 2016](#) or the [Personal Violence Act 2016](#), the tenant or person may change locks (at his or her own cost) without the agreement of the other party.
  - (6) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.

**Lessor to make repairs**

- 55 (1) The lessor must maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the tenancy agreement.
- (2) The tenant must notify the lessor of any need for repairs.
- (3) This section does not require the tenant to notify the lessor about anything that an ordinary tenant would reasonably be expected to do, for example, changing a light globe or a fuse.
- 56 The lessor is not obliged to repair damage caused by the negligence or wilful act of the tenant.
- 57 Subject to clause 55, the lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

**Repairs in unit title premises**

- 58 If the premises are a unit under the *Unit Titles Act 2001*, and the tenant's use and enjoyment of the premises reasonably requires repairs to the common property, the lessor must take all steps necessary to require the owners corporation to make the repairs as quickly as possible.

**Urgent repairs**

- 59 The tenant must notify the lessor (or the lessor's nominee) of the need for urgent repairs as soon as practicable, and the lessor must, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.
- 60 The following are urgent repairs in relation to the premises, or services or fixtures supplied by the lessor:
- (a) a burst water service;
  - (b) a blocked or broken lavatory system;



- 
- (c) a serious roof leak;
  - (d) a gas leak;
  - (e) a dangerous electrical fault;
  - (f) flooding or serious flood damage;
  - (g) serious storm or fire damage;
  - (h) a failure of gas, electricity or water supply to the premises;
  - (i) the failure of a refrigerator supplied with the premises;
  - (j) a failure or breakdown of any service on the premises essential for hot water, cooking, heating or laundering;
  - (k) a fault or damage that causes the residential premises to be unsafe or insecure;
  - (l) a fault or damage likely to cause injury to person or property;
  - (m) a serious fault in any door, staircase, lift or other common area that inhibits or unduly inconveniences the tenant in gaining access to and use of the premises.

### **Tenant may authorise urgent repairs in certain circumstances**

- 61 If the lessor (or the lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the tenant may arrange for urgent repairs to be effected to a maximum value of up to 5% of the rent of the property over a year.
- 62 The following procedures apply to urgent repairs arranged by the tenant:
- (a) the repairs arranged by the tenant must be made by the qualified tradesperson nominated by the lessor in the tenancy agreement;

- (b) if the lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable—the repairs must be performed by a qualified tradesperson of the tenant's choosing;
- (c) if the repairs are arranged by the tenant in accordance with these procedures—the lessor is liable for the cost of repairs and the tradesperson may bill the lessor direct;
- (d) if the tenant does not act in strict compliance with this clause—the tenant is personally liable for the cost of any urgent repairs arranged by the tenant.

### **Tenant to look after the premises**

#### **The tenant must take reasonable care of the premises and keep the premises reasonably clean**

- 63 During the tenancy, the tenant must—
- (a) not intentionally or negligently damage the premises or permit such damage; and
  - (b) notify the lessor of any damage as soon as possible; and
  - (c) take reasonable care of the premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of the tenancy and the normal incidents of living.
- 63A The tenant must replace the battery in a smoke alarm installed in the premises whenever necessary.
- 64 The tenant must leave the premises—
- (a) in substantially the same state of cleanliness, removing all the tenant's belongings and any other goods brought onto the premises during the duration of the tenancy agreement; and

- (b) in substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear excepted.

65 The lessor must not require the tenant to make alterations, improvements or renovations to the premises.

**Tenant of unit to comply with owners corporation's rules**

66 If the premises are a unit under the *Unit Titles Act 2001*, the tenant must comply with the owners corporation's rules, and with any notice served in accordance with the rules, to the extent that they are not inconsistent with the standard residential tenancy terms in this agreement.

**Tenant must make no alterations and must not add any fixtures or fittings without the consent of lessor**

67 The tenant must not make any additions or alterations to the premises without the written consent of the lessor.

- 68
- (1) The tenant must not add any fixtures or fittings to the premises without the consent of the lessor.
  - (2) The lessor's consent must not be unreasonably withheld.
  - (3) The tenant must make good any damage to the premises on removal of any fixtures and fittings.
  - (4) Any fixtures or fittings not removed by the tenant before the tenant leaves the premises becomes the property of the lessor.

**Tenant must not use the premises for illegal purposes and must not disturb the neighbours**

69 Unless otherwise agreed in writing, the tenant must only use the premises for residential purposes.

- 70 The tenant must not:
- (a) use the premises, or permit them to be used, for an illegal purpose to the detriment of the lessor's interest in the premises; or
  - (b) cause or permit nuisance; or
  - (c) interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby premises.
- 71 The tenant must not leave the premises vacant for more than 3 weeks without notifying the lessor.

**Tenant must not sell, dispose of, or sublet tenancy without consent of lessor**

- 72
- (1) The tenant must not assign or sublet the premises or any part of them without the written consent of the lessor.
  - (2) Consent may be given at any time.
  - (3) No rights in relation to the premises may be created in any third party before consent is obtained from the lessor.

**Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests**

- 73 The tenant is personally responsible for the actions or omissions of visitors, guests or other people on the premises if:
- (a) the action or omission would if performed by the tenant have constituted a breach of this tenancy agreement; and
  - (b) the person is on the premises with the permission of the tenant.
- 74 The tenant is not personally responsible for the actions or omissions of a person who is on the premises:
- (a) at the request of the lessor; or

- (b) to assist the lessor perform any of the duties of the lessor under this tenancy agreement (whether at the request of the lessor or the tenant); or
- (c) without the consent of the tenant.

## **Lessor's access to premises**

### **Lessor cannot enter premises except as provided in tenancy agreement**

- 75
- (1) The lessor must not require access to the premises during the tenancy except as provided by the law, this tenancy agreement, the Residential Tenancies Act, or an order of the tribunal.
  - (2) The tenant may permit access to the premises by the lessor at any time.
  - (3) If requested, the lessor or the lessor's agent must provide identification to the tenant.
- 76
- The lessor must not have access to the premises—
- (a) on Sundays; or
  - (b) on public holidays; or
  - (c) before 8 am and after 6 pm;
- other than—
- (d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the premises; or
  - (e) with the consent of the tenant.

## **Access in accordance with tenancy agreement**

### **Routine inspections**

- 77
- The lessor may inspect the premises twice in each period of 12 months following the commencement of the tenancy.

- 78 In addition to the inspections provided for in the previous clause, the lessor may make an inspection of the premises—
- (a) within 1 month of the commencement of the tenancy; and
  - (b) in the last month of the tenancy.
- 79
- (1) The lessor must give the tenant 1 week written notice of an inspection.
  - (2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).
  - (3) If the parties are unable to agree on an appropriate time, the lessor or the tenant may apply to the tribunal for an order permitting access at a specified time.

### **Access for purchasers and new tenants**

- 80 The tenant must permit reasonable access to the premises during the period of 3 weeks before the end of the tenancy, on the lessor giving 24 hours notice, to allow inspection of the premises by prospective tenants.
- 81 The tenant must permit reasonable access to the premises, on the lessor giving 24 hours notice, to allow inspection of the premises by prospective purchasers of the premises provided:
- (a) the lessor intends to sell the premises; and
  - (b) the lessor has previously notified the tenant in writing of the lessor's intention to sell.

### **Access for making or inspecting repairs**

- 82
- (1) On giving the tenant 1 week notice (or such other agreed period), the lessor may enter the premises at a reasonable time, having regard to the interests of the tenant and the lessor, for the purpose of making or inspecting repairs.

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- (2) For urgent repairs, the lessor must give reasonable notice and enter the premises at a reasonable time having regard to the interests of the tenant and the lessor.

### **Notice to vacate by lessor**

- 83 The notice to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:
- (a) the address of the premises;
  - (b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);
  - (c) that the lessor requires the tenant to vacate the premises by the expiry of the required notice period and that the tenancy ends on the day that the tenant vacates the premises.

### **Notice of intention to vacate by tenant**

- 84 (1) If the tenant serves a notice of intention to vacate and vacates the premises in accordance with the notice, the tenancy terminates on the date of vacating the premises.
- (2) On receiving a notice of intention to vacate, the lessor may—
- (a) accept the notice and accept that the tenancy ends on the date nominated in the notice; or
  - (b) apply to the tribunal for confirmation of the tenancy agreement, an order for compensation or both.
- 85 The notice of intention to vacate must be in the same form and contain the same information as the notice to vacate from the lessor except the notice must contain the statement that the tenant intends to vacate the premises on a certain date and the tenancy terminates on that date.

**Termination where premises are not fit for habitation**

- 86 The lessor or the tenant may, by written notice, terminate the tenancy on a date specified in the notice on the following grounds:
- (a) the premises are not fit for habitation;
  - (b) the premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.
- 87
- (1) In either case the lessor must give not less than 1 week's notice of termination of the tenancy, and the rent abates from the date that the premises are uninhabitable.
  - (2) The tenant may give 2 days notice of termination of the tenancy.
  - (3) If neither the lessor nor the tenant give notice of termination of the tenancy, the rent abates for the period that the premises are unable to be used for habitation, but the tenancy resumes when they are able to be used again.

**Termination of tenancy by tenant****Termination on or after end of fixed term**

- 88
- (1) The tenant may give notice to terminate a periodic tenancy by giving the lessor not less than 3 weeks notice of the date when the tenant intends to vacate the premises.
  - (2) The tenancy ends on the date specified by the tenant.
- 89
- (1) The tenant may give notice to terminate a fixed term tenancy at or after the end of the tenancy by giving 3 weeks notice of the date when the tenant intends to vacate the premises.
  - (2) The tenancy ends on the date specified by the tenant.



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**Termination for breach by lessor**

- 90 If the lessor breaches the tenancy agreement, and the tenant wishes to terminate the tenancy agreement, the tenant may either—
- (a) apply to the tribunal for an order terminating the tenancy; or
  - (b) give the lessor written notice of intention to terminate the tenancy, in accordance with clause 91.
- 91 If the tenant decides to proceed by way of notice to the lessor, the following procedures apply:
- (a) the tenant must give the lessor a written notice that the lessor has 2 weeks to remedy the breach if the breach is capable of remedy;
  - (b) if the lessor remedies the breach within that 14-day period—the tenancy continues;
  - (c) if the lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy—the tenant must give 2 weeks notice of intention to vacate;
  - (d) the tenancy agreement terminates on the date specified by the tenant;
  - (e) rent is payable to the date specified in the notice or to the date that the tenant vacates the premises, whichever is the later;
  - (f) if the lessor remedies the breach during the period of the notice of intention to vacate—the tenant, at the tenant's option, may withdraw the notice or may terminate the tenancy agreement on the date specified in the notice by vacating the premises on that date.

## Termination of tenancy by lessor

### Termination for failure to pay rent

92 The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of nonpayment of rent in the following circumstances:

- (a) rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due;
- (b) the lessor has served a notice to remedy on the tenant for the failure to pay the rent, being a notice—
  - (i) served not earlier than 1 week after the day when the rent was due; and
  - (ii) containing a statement that if the tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action must be taken and the tenancy continues;
- (c) if all rent is not paid within 1 week of the date of service of the notice to remedy—the lessor may then serve a notice to vacate on the tenant requiring the tenant to vacate the premises within 2 weeks of service of the notice to vacate;
- (d) no earlier than the date when the notice to vacate is served, the lessor may apply to the tribunal for an order terminating the tenancy and evicting the tenant;
- (e) the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to vacate;

- 
- (f) during any tenancy in which the lessor has previously issued 2 notices to remedy, the lessor may serve a notice to vacate 1 week after the day when the rent has fallen due without serving a notice to remedy.

### **Termination of tenancy for breach other than nonpayment of rent**

93 The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of breach of the tenancy agreement in the following circumstances:

- (a) the lessor must serve a written notice requiring the tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;
- (b) if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy—the lessor must give a notice to vacate the premises within 2 weeks after the date of service of the notice to vacate;
- (c) if the tenant does not vacate the premises within the period of 2 weeks after the date of service of a notice to vacate—the lessor may apply to the tribunal for an order terminating the tenancy and for the eviction of the tenant;
- (d) if the tenant breaches the terms of the tenancy on 3 occasions on any ground—on the 3rd occasion the lessor may serve a notice to vacate and need not give the tenant 2 weeks to remedy the breach.

### **Termination of tenancy without cause**

94 The lessor may serve a notice to vacate during the term of a tenancy requiring the tenant to vacate the premises at the end of the notice provided that—

- (a) the notice is for 26 weeks; and
- (b) the notice does not require the tenant to vacate the premises during a fixed term.

- 95
- (1) If a tenant is required to vacate the premises in accordance with clause 94, the tenant may vacate the premises at any time during the 2 weeks before the date specified in the notice to vacate provided the tenant gives the lessor 4 days notice of intention to vacate.
  - (2) In this case, the tenancy terminates on the date that the tenant vacates the premises.

### **Termination of periodic tenancy**

- 96
- (1) If there is a periodic tenancy, the lessor may serve on the tenant a notice to vacate for the following periods on the following grounds:
    - (a) 4 weeks notice if the lessor genuinely intends to live in the premises;
    - (b) 4 weeks notice if the lessor genuinely believes the lessor's immediate relative intends to live in the premises;
    - (c) 4 weeks notice if the lessor genuinely believes an interested person intends to live in the premises;
    - (d) 8 weeks notice if the lessor genuinely intends to sell the premises;
    - (e) 12 weeks notice if the lessor genuinely intends to reconstruct, renovate or make major repairs to the premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the tenant living in the premises.
  - (2) In this clause:

*immediate relative* means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.

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*interested person*, for a lessor, means a person who is not an immediate relative of the lessor but who has a close family or personal relationship with the lessor and who has a reasonable expectation arising from that relationship that the lessor would provide accommodation for that person.

- 97 (1) If a tenant is required to vacate the premises in accordance with clause 96, the tenant may vacate the premises at any time during the 2 weeks before the date specified in the notice to vacate provided the tenant gives the lessor 4 days notice of intention to vacate.
- (2) In this case, the tenancy terminates on the date that the tenant vacates the premises.

#### **Notices of address for service**

- 98 (1) At the commencement of the tenancy, the lessor and the tenant must each give an address for service of notices.
- (2) If the address changes during the tenancy, the lessor or tenant must advise the other party of the new address for service within 2 weeks of the change.
- 99 On vacating the premises, the tenant must advise the lessor of a forwarding address.
- 100 If 2 or more people share a tenancy, except where this agreement otherwise provides, they do so as joint tenants.

## Dictionary

(see s 2)

*Note 1* The [Legislation Act](#) contains definitions and other provisions relevant to this Act.

*Note 2* For example, the [Legislation Act](#), dict, pt 1 defines the following terms:

- ACAT
- administrative unit
- adult
- Australian Consumer Law (ACT)
- building code
- calendar month
- child
- commissioner for fair trading
- corporation
- Criminal Code
- director-general (see s 163)
- disallowable instrument (see s 9)
- document
- domestic partner (see s 169 (1))
- entity
- Executive
- expire
- fail
- housing commissioner
- individual
- in relation to
- instrument (see s 14)
- may (see s 146)
- Minister
- month
- must

- notifiable instrument (see s 10)
- penalty unit (see s 133)
- police officer
- prescribed
- public holiday
- sign
- statutory instrument
- under
- working day.

***ACAT trust account***—see the [ACT Civil and Administrative Tribunal Act 2008](#), section 115B (2).

***affected residential premises*** means premises, or a part of premises—

(a) that—

(i) are a class 1 or class 2 building; and

(ii) contain or have contained loose-fill asbestos insulation; or

(b) that are included in the affected residential premises register.

***affected residential premises register***—see the [Dangerous Substances Act 2004](#), section 47N.

***agent***, for part 7 (Residential tenancy databases)—see section 87.

***bond*** means an amount paid or payable by a tenant as security for the performance of the tenant's obligations under a residential tenancy agreement.

***bond release application***, for division 3.4 (Release of bond money)—see section 32.

***class***, of building—see the [Building Act 2004](#), dictionary.

***commercial guarantee***—see section 102.

***conditional termination and possession order*** means a termination and possession order under section 49 (4).

***crisis accommodation***—see section 126.

***database***, for part 7 (Residential tenancy databases)—see section 87.

***database operator***, for part 7 (Residential tenancy databases)—see section 87.

***eligible impacted property***—see the [Civil Law \(Sale of Residential Property\) Act 2003](#), section 9A (1).

***energy efficiency rating*** means the energy efficiency rating contained in an energy efficiency rating statement.

***energy efficiency rating statement***—see the [Construction Occupations \(Licensing\) Act 2004](#), section 123AC.

***fixed term agreement*** means a residential tenancy agreement under which a tenant has a right of occupation for a fixed term.

***former lessor***, in relation to a residential tenancy agreement that has been terminated, means the person who was the lessor while the agreement was in force.

***former tenant***, in relation to a residential tenancy agreement that has been terminated, means the person who was the tenant while the agreement was in force.

***FV Act***, for division 6.5A (Powers and decisions of ACAT—protection orders)—see section 85 (1).

***grantor***—see section 71A.

***inaccurate***, in relation to personal information in a residential tenancy database, for part 7 (Residential tenancy databases)—see section 87.

***lessor***—see section 5.

***list***, in relation to personal information in a residential tenancy database, for part 7 (Residential tenancy databases)—see section 87.



**mobile home** means a dwelling (whether on wheels or not) that can be transferred from place to place and re-erected.

**mobile home park** means land lawfully used for the purpose of accommodating mobile homes or caravans, and includes a caravan park or camping ground.

**occupancy agreement**—see section 71C.

**occupancy dispute**—see section 73.

**occupancy principles**—see section 71E.

**occupant**—see section 71B.

**out of date**, in relation to personal information in a residential tenancy database, for part 7 (Residential tenancy databases)—see section 87.

**personal information**, for part 7 (Residential tenancy databases)—see section 87.

**premises** includes—

- (a) any habitable structure, whether it is fixed to the land or not; and
- (b) part of any premises; and
- (c) any land, buildings or structures belonging to the premises.

**protected person**, for division 6.5A (Powers and decisions of ACAT—protection orders)—see section 85 (1).

**protection order**, for division 6.5A (Powers and decisions of ACAT—protection orders)—see section 85 (1).

**PV Act**, for division 6.5A (Powers and decisions of ACAT—protection orders)—see section 85 (1).

**registrar** means the registrar of the ACAT.

**rental bond**, for a residential tenancy agreement, for part 7 (Residential tenancy databases)—see section 87.

***residential tenancy agreement***—see section 6A.

***residential tenancy database***, for part 7 (Residential tenancy databases)—see section 87.

***respondent***, for division 6.5A (Powers and decisions of ACAT—protection orders)—see section 85 (1).

***standard guarantee contract***—see section 102.

***standard occupancy terms*** means the standard occupancy terms (if any) prescribed by regulation.

***standard residential tenancy terms*** means the terms mentioned in schedule 1.

***tenancy dispute***—see section 72.

***tenant***—see section 6.

***termination and possession order*** means an order of the tribunal terminating a residential tenancy agreement and granting vacant possession of the relevant premises to the applicant for the order.

***termination notice*** means a notice in the form approved under section 133 (Approved forms—Minister) served on the lessor or tenant giving notice of the intention of the tenant or lessor to terminate the residential tenancy agreement.

***tribunal***, for schedule 1, means the ACAT.

***trust account*** means the trust bank account maintained by the director-general of the administrative unit responsible for administering this Act in accordance with the *Financial Management Act 1996*, section 51.

## Endnotes

### 1 About the endnotes

Amending and modifying laws are annotated in the legislation history and the amendment history. Current modifications are not included in the republished law but are set out in the endnotes.

Not all editorial amendments made under the *Legislation Act 2001*, part 11.3 are annotated in the amendment history. Full details of any amendments can be obtained from the Parliamentary Counsel's Office.

Uncommenced amending laws are not included in the republished law. The details of these laws are underlined in the legislation history. Uncommenced expiries are underlined in the legislation history and amendment history.

If all the provisions of the law have been renumbered, a table of renumbered provisions gives details of previous and current numbering.

The endnotes also include a table of earlier republications.

### 2 Abbreviation key

A = Act	NI = Notifiable instrument
AF = Approved form	o = order
am = amended	om = omitted/repealed
amdt = amendment	ord = ordinance
AR = Assembly resolution	orig = original
ch = chapter	par = paragraph/subparagraph
CN = Commencement notice	pres = present
def = definition	prev = previous
DI = Disallowable instrument	(prev...) = previously
dict = dictionary	pt = part
disallowed = disallowed by the Legislative Assembly	r = rule/subrule
div = division	reloc = relocated
exp = expires/expired	renum = renumbered
Gaz = gazette	R[X] = Republication No
hdg = heading	RI = reissue
IA = Interpretation Act 1967	s = section/subsection
ins = inserted/added	sch = schedule
LA = Legislation Act 2001	sdiv = subdivision
LR = legislation register	SL = Subordinate law
LRA = Legislation (Republication) Act 1996	sub = substituted
mod = modified/modification	<u>underlining</u> = whole or part not commenced or to be expired

## Endnotes

3 Legislation history

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### 3 Legislation history

#### **Residential Tenancies Act 1997 A1997-84**

notified 25 November 1997 ([Gaz 1997 No S360](#))  
s 1, s 2 commenced 25 November 1997 (s 2 (1))  
remainder commenced 25 May 1998 (s 2 (3))

as amended by

#### **[Legal Practitioners \(Consequential Amendments\) Act 1997 A1997-96](#) sch 1**

notified 1 December 1997 ([Gaz 1997 No S380](#))  
s 1, s 2 commenced 1 December 1997 (s 2 (1))  
sch 1 commenced 1 June 1998 (s 2 (2))

#### **[Residential Tenancies \(Amendment\) Act 1997 A1997-122](#)**

notified 24 December 1997 ([Gaz 1997 No S420](#))  
ss 1-3 commenced 24 December 1997 (s 2 (1))  
remainder commenced 31 March 1999 (s 2 (2))

#### **[Residential Tenancies \(Amendment\) Act 1998 A1998-5](#)**

notified 25 May 1998 ([Gaz 1998 No S150](#))  
s 4, s 8 commenced 1 July 1998 (s 2 (2))  
remainder commenced 25 May 1998 (s 2 (1))

#### **[Courts and Tribunals \(Audio Visual and Audio Linking\) Act 1999 A1999-22 pt 12](#)**

notified 14 April 1999 ([Gaz 1999 No S16](#))  
s 1, s 2 commenced 14 April 1999 (s 2 (1))  
pt 12 commenced 1 September 1999 (s 2 (2) and [Gaz 1999 No 35](#))

#### **[Law Reform \(Miscellaneous Provisions\) Act 1999 A1999-66 sch 3](#)**

notified 10 November 1999 ([Gaz 1999 No 45](#))  
sch 3 commenced 10 November 1999 (s 2)

#### **[Justice and Community Safety Legislation Amendment Act 2000 A2000-1 sch](#)**

notified 9 March 2000 ([Gaz 2000 No 10](#))  
s 1, s 2 commenced 9 March 2000 (s 2 (1))  
amnds commenced 9 September 2000 (s 2 (3))

**Justice and Community Safety Legislation Amendment Act 2000 (No 3) A2000-17 sch 1**

notified 1 June 2000 ([Gaz 2000 No 22](#))  
commenced 1 June 2000 (s 2)

**Unit Titles Consequential Amendments Act 2001 A2001-17 sch 2**

notified 5 April 2001 ([Gaz 2001 No 14](#))  
s 1, s 2 commenced 5 April 2001 (IA s 10B)  
sch 2 commenced 5 October 2001 (s 2)

**Legislation (Consequential Amendments) Act 2001 A2001-44 pt 332**

notified 26 July 2001 ([Gaz 2001 No 30](#))  
s 1, s 2 commenced 26 July 2001 (IA s 10B)  
pt 332 commenced 12 September 2001 (s 2 and see [Gaz 2001 No S65](#))

**Legislation Amendment Act 2002 A2002-11 pt 2.42**

notified LR 27 May 2002  
s 1, s 2 commenced 27 May 2002 (LA s 75)  
pt 2.42 commenced 28 May 2002 (s 2 (1))

**Justice and Community Safety Legislation Amendment Act 2002 A2002-27 pt 13**

notified LR 9 September 2002  
s 1, s 2 commenced 9 September 2002 (LA s 75)  
pt 13 commenced 7 October 2002 (s 2 (2))

**Statute Law Amendment Act 2002 A2002-30 pt 3.61**

notified LR 16 September 2002  
s 1, s 2 taken to have commenced 19 May 1997 (LA s 75 (2))  
pt 3.61 commenced 17 September 2002 (s 2 (1))

**Evidence (Miscellaneous Provisions) Amendment Act 2003 A2003-48 sch 2 pt 2.12**

notified LR 31 October 2003  
s 1, s 2 commenced 31 October 2003 (LA s 75 (1))  
sch 2 pt 2.12 commenced 30 April 2004 (s 2 and LA s 79)

## Endnotes

3 Legislation history

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### **Construction Occupations Legislation Amendment Act 2004**

#### **A2004-13 sch 2 pt 2.24**

notified LR 26 March 2004  
s 1, s 2 commenced 26 March 2004 (LA s 75 (1))  
sch 2 pt 2.24 commenced 1 September 2004 (s 2 and see [Construction Occupations \(Licensing\) Act 2004](#) A2004-12, s 2 and CN2004-8)

### **Residential Tenancies Amendment Act 2004 A2004-58 (as am by A2005-20 sch 3 pt 3.51)**

notified LR 8 September 2004  
s 1, s 2 commenced 8 September 2004 (LA s 75 (1))  
sch 1 commenced 1 January 2006 (s 2 (3))  
remainder commenced 8 March 2005 (s 2 (1) and LA s 79)

### **Court Procedures (Consequential Amendments) Act 2004 A2004-60 sch 1 pt 1.65**

notified LR 2 September 2004  
s 1, s 2 commenced 2 September 2004 (LA s 75 (1))  
sch 1 pt 1.65 commenced 10 January 2005 (s 2 and see [Court Procedures Act 2004](#) A2004-59, s 2 and CN2004-29)

### **Statute Law Amendment Act 2005 A2005-20 sch 3 pt 3.51**

notified LR 12 May 2005  
s 1, s 2 taken to have commenced 8 March 2005 (LA s 75 (2))  
sch 3 pt 3.51 taken to have commenced 8 March 2005 (s 2 (2))  
*Note* This Act only amends the Residential Tenancies Amendment Act 2004 [A2004-58](#).

### **Residential Tenancies Amendment Act 2005 A2005-39**

notified LR 31 August 2005  
s 1, s 2 commenced 31 August 2005 (LA s 75 (1))  
s 7, s 25, s 26 commenced 1 January 2006 (s 2 and [CN2005-24](#))  
remainder commenced 28 February 2006 (s 2 and LA s 79)

### **Justice and Community Safety Legislation Amendment Act 2005 (No 3) A2005-43 sch 1 pt 1.11**

notified LR 30 August 2005  
s 1, s 2 commenced 30 August 2005 (LA s 75 (1))  
sch 1 pt 1.11 commenced 1 October 2005 (s 2 (3) and [CN2005-18](#))

**Criminal Code (Administration of Justice Offences) Amendment Act 2005 A2005-53 sch 1 pt 1.28**

notified LR 26 October 2005  
s 1, s 2 commenced 26 October 2005 (LA s 75 (1))  
sch 1 pt 1.28 commenced 23 November 2005 (s 2)

**Criminal Code Harmonisation Act 2005 A2005-54 sch 1 pt 1.33**

notified LR 27 October 2005  
s 1, s 2 commenced 27 October 2005 (LA s 75 (1))  
sch 1 pt 1.33 commenced 24 November 2005 (s 2)

**Justice and Community Safety Legislation Amendment Act 2005 (No 4) A2005-60 sch 1 pt 1.23**

notified LR 1 December 2005  
s 1, s 2 taken to have commenced 23 November 2005 (LA s 75 (2))  
sch 1 pt 1.23 commenced 22 December 2005 (s 2 (4))

**Asbestos Legislation Amendment Act 2006 A2006-16 sch 1 pt 1.7 (as am by A2006-24 s 4)**

notified LR 18 May 2006  
s 1, s 2 commenced 18 May 2006 (LA s 75 (1))  
sch 1 pt 1.7 commenced 1 July 2006 (s 2 (1) as am by A2006-24 s 4)

**Asbestos Legislation Amendment Act 2006 (No 2) A2006-24**

notified LR 18 May 2006  
s 1, s 2 commenced 18 May 2006 (LA s 75 (1))  
remainder commenced 19 May 2006 (s 2)

*Note* This Act only amends the [Asbestos Legislation Amendment Act 2006 A2006-16](#).

**Justice and Community Safety Legislation Amendment Act 2006 A2006-40 sch 1 pt 1.12, sch 2 pt 2.28**

notified LR 28 September 2006  
s 1, s 2 commenced 28 September 2006 (LA s 75 (1))  
sch 1 pt 1.12 commenced 19 October 2006 (s 2 (3))  
sch 2 pt 2.28 commenced 29 September 2006 (s 2 (1))

**Housing Assistance Act 2007 A2007-8 sch 1 pt 1.8**

notified LR 10 May 2007  
s 1, s 2 commenced 10 May 2007 (LA s 75 (1))  
sch 1 pt 1.8 commenced 10 November 2007 (s 2 and LA s 79)

## Endnotes

3 Legislation history

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**Justice and Community Safety Legislation Amendment Act 2008  
A2008-7 sch 1 pt 1.19**

notified LR 16 April 2008  
s 1, s 2 commenced 16 April 2008 (LA s 75 (1))  
sch 1 pt 1.19 commenced 7 May 2008 (s 2)

**Justice and Community Safety Legislation Amendment Act 2008  
(No 2) A2008-22 sch 1 pt 1.9**

notified LR 8 July 2008  
s 1, s 2 commenced 8 July 2008 (LA s 75 (1))  
sch 1 pt 1.9 commenced 29 July 2008 (s 2)

**Statute Law Amendment Act 2008 A2008-28 sch 3 pt 3.50**

notified LR 12 August 2008  
s 1, s 2 commenced 12 August 2008 (LA s 75 (1))  
sch 3 pt 3.50 commenced 26 August 2008 (s 2)

**ACT Civil and Administrative Tribunal Legislation Amendment  
Act 2008 A2008-36 sch 1 pt 1.44**

notified LR 4 September 2008  
s 1, s 2 commenced 4 September 2008 (LA s 75 (1))  
sch 1 pt 1.44 commenced 2 February 2009 (s 2 (1) and see [ACT Civil  
and Administrative Tribunal Act 2008 A2008-35, s 2 \(1\)](#) and [CN2009-2](#))

**ACT Civil and Administrative Tribunal Legislation Amendment  
Act 2008 (No 2) A2008-37 sch 1 pt 1.89**

notified LR 4 September 2008  
s 1, s 2 commenced 4 September 2008 (LA s 75 (1))  
sch 1 pt 1.89 commenced 2 February 2009 (s 2 (1) and see [ACT Civil  
and Administrative Tribunal Act 2008 A2008-35, s 2 \(1\)](#) and [CN2009-2](#))

**Justice and Community Safety Legislation Amendment Act 2009  
A2009-7 sch 1 pt 1.9**

notified LR 5 March 2009  
s 1, s 2 commenced 5 March 2009 (LA s 75 (1))  
sch 1 pt 1.9 commenced 6 March 2009 (s 2 (1))

**Justice and Community Safety Legislation Amendment Act 2009  
(No 2) A2009-19 pt 15**

notified LR 1 September 2009  
s 1, s 2 commenced 1 September 2009 (LA s 75 (1))  
pt 15 commenced 29 September 2009 (s 2)



**Justice and Community Safety Legislation Amendment Act 2009  
(No 3) A2009-44 sch 1 pt 1.14**

notified LR 24 November 2009  
s 1, s 2 commenced 24 November 2009 (LA s 75 (1))  
sch 1 pt 1.14 commenced 22 December 2009 (s 2 (3))

**Construction Occupations Legislation Amendment Act 2010 (No 2)  
A2010-32 pt 6**

notified LR 1 September 2010  
s 1, s 2 commenced 1 September 2010 (LA s 75 (1))  
s 3 commenced 18 February 2011 (LA s 75AA)  
pt 6 commenced 1 March 2011 (s 2 and LA s 79)

**Administrative (One ACT Public Service Miscellaneous Amendments)  
Act 2011 A2011-22 sch 1 pt 1.133**

notified LR 30 June 2011  
s 1, s 2 commenced 30 June 2011 (LA s 75 (1))  
sch 1 pt 1.133 commenced 1 July 2011 (s 2 (1))

**Statute Law Amendment Act 2011 (No 2) A2011-28 sch 3 pt 3.29**

notified LR 31 August 2011  
s 1, s 2 commenced 31 August 2011 (LA s 75 (1))  
sch 3 pt 3.29 commenced 21 September 2011 (s 2 (1))

**Residential Tenancies (Databases) Amendment Act 2011 A2011-31**

notified LR 31 August 2011  
s 1, s 2 commenced 31 August 2011 (LA s 75 (1))  
remainder commenced 29 February 2012 (s 2 and LA s 79)

**Unit Titles (Management) Act 2011 A2011-41 sch 5 pt 5.11**

notified LR 3 November 2011  
s 1, s 2 commenced 3 November 2011 (LA s 75 (1))  
sch 5 pt 5.11 commenced 30 March 2012 (s 2 and [CN2012-6](#))

**Statute Law Amendment Act 2012 A2012-21 sch 3 pt 3.35**

notified LR 22 May 2012  
s 1, s 2 commenced 22 May 2012 (LA s 75 (1))  
sch 3 pt 3.35 commenced 5 June 2012 (s 2 (1))

**Justice and Community Safety Legislation Amendment Act 2013  
A2013-7 sch 1 pt 1.6**

notified LR 1 March 2013  
s 1, s 2 commenced 1 March 2013 (LA s 75 (1))  
sch 1 pt 1.6 commenced 4 March 2013 (s 2 and see [Retirement Villages Act 2012](#) A2012-38, s 2 and LA s 79)

**Statute Law Amendment Act 2013 (No 2) A2013-44 sch 3 pt 3.18**

notified LR 11 November 2013  
s 1, s 2 commenced 11 November 2013 (LA s 75 (1))  
sch 3 pt 3.18 commenced 25 November 2013 (s 2)

**Justice and Community Safety Legislation Amendment Act 2013  
(No 4) A2013-45 sch 1 pt 1.3**

notified LR 11 November 2013  
s 1, s 2 commenced 11 November 2013 (LA s 75 (1))  
sch 1 pt 1.3 commenced 12 November 2013 (s 2)

**Justice and Community Safety Legislation Amendment Act 2014  
(No 2) A2014-49 sch 1 pt 1.14**

notified LR 10 November 2014  
s 1, s 2 commenced 10 November 2014 (LA s 75 (1))  
sch 1 pt 1.14 commenced 17 November 2014 (s 2)

**Dangerous Substances (Loose-fill Asbestos Eradication) Legislation  
Amendment Act 2014 A2015-6 sch 1 pt 1.8**

notified LR 31 March 2015  
s 1, s 2 commenced 31 March 2015 (LA s 75 (1))  
sch 1 pt 1.8 commenced 17 April 2015 (s 2 and [CN2015-6](#))

**Building (Loose-fill Asbestos Eradication) Legislation Amendment  
Act 2015 A2015-42 pt 12**

notified LR 5 November 2015  
s 1, s 2 commenced 5 November 2015 (LA s 75 (1))  
pt 12 commenced 13 November 2015 (s 2 (1) and [CN2015-21](#))

**Family Violence Act 2016 A2016-42 sch 3 pt 3.18 (as am by A2017-10  
s 7)**

notified LR 18 August 2016  
s 1, s 2 commenced 18 August 2016 (LA s 75 (1))  
sch 3 pt 3.18 commenced 1 May 2017 (s 2 (2) as am by [A2017-10](#) s 7)

**Residential Tenancies Legislation Amendment Act 2016 A2016-50  
pt 2**

notified LR 24 August 2016  
s 1, s 2 commenced 24 August 2016 (LA s 75 (1))  
s 19, s 23, s 24 and s 28 commenced 24 August 2017 (s 2 (1) (b))  
pt 2 remainder commenced 24 August 2017 (s 2 (3))

**Statute Law Amendment Act 2017 A2017-4 sch 3 pt 3.25**

notified LR 23 February 2017  
s 1, s 2 commenced 23 February 2017 (LA s 75 (1))  
sch 3 pt 3.25 commenced 9 March 2017 (s 2)

**Justice and Community Safety Legislation Amendment Act 2017  
A2017-5 sch 1 pt 1.8**

notified LR 23 February 2017  
s 1, s 2 commenced 23 February 2017 (LA s 75 (1))  
sch 1 amdt 1.17 commenced 24 August 2017 (s 2 (1) (a))  
sch 1 amdt 1.18 commenced 24 August 2017 (s 2 (2) (a))

**Family and Personal Violence Legislation Amendment Act 2017  
A2017-10 s 7**

notified LR 6 April 2017  
s 1, s 2 commenced 6 April 2017 (LA s 75 (1))  
s 7 commenced 30 April 2017 (s 2 (1))  
*Note* This Act only amends the Family Violence Act 2016  
[A2016-42](#).

**Statute Law Amendment Act 2017 (No 2) A2017-28 sch 1 pt 1.3**

notified LR 27 September 2017  
s 1, s 2 commenced 27 September 2017 (LA s 75 (1))  
sch 1 pt 1.3 commenced 11 October 2017 (s 2)

**Residential Tenancies Amendment Act 2017 A2017-32**

notified LR 7 November 2017  
s 1, s 2 taken to have commenced 14 September 2017 (LA s 75 (2))  
sch 2 commenced 7 May 2018 (s 2 (2) and see LA s 79)  
sch 3 commenced 24 February 2018 (s 2 (2), [CN2018-2](#) and see  
LA s 77 (3))  
remainder taken to have commenced 14 September 2017 (s 2 (1))

## Endnotes

4 Amendment history

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### 4 Amendment history

#### Title

title sub [A2004-58](#) s 4

#### Dictionary

s 2 om R1 LA  
ins [A2004-58](#) s 7  
am [A2010-32](#) s 38

#### Notes

s 3 sub [A2004-58](#) s 7  
def **approved mediator** sub [A1998-5](#) s 4  
reloc to dict [A2004-58](#) s 6  
def **bond** reloc to dict [A2004-58](#) s 6  
def **commissioner** reloc to dict [A2004-58](#) s 6  
def **director** sub [A1999-66](#) sch 3  
om [A2000-17](#) sch 1  
def **energy efficiency rating** ins [A1997-122](#) s 4  
reloc to dict [A2004-58](#) s 6  
def **energy efficiency rating statement** ins [A1997-122](#) s 4  
om [A2004-58](#) s 5  
def **fixed term agreement** reloc to dict [A2004-58](#) s 6  
def **former lessor** reloc to dict [A2004-58](#) s 6  
def **former tenant** reloc to dict [A2004-58](#) s 6  
def **lessor** om [A2004-58](#) s 5  
def **member of the tribunal** reloc to dict [A2004-58](#) s 6  
def **mobile home** reloc to dict [A2004-58](#) s 6  
def **mobile home park** reloc to dict [A2004-58](#) s 6  
def **party** reloc to dict [A2004-58](#) s 6  
def **periodic agreement** reloc to dict [A2004-58](#) s 6  
def **preliminary conference** reloc to dict [A2004-58](#) s 6  
def **premises** reloc to dict [A2004-58](#) s 6  
def **prescribed terms** om [A2004-58](#) s 5  
def **president** reloc to dict [A2004-58](#) s 6  
def **referee** reloc to dict [A2004-58](#) s 6  
def **registrar** sub [A1999-66](#) sch 3  
reloc to dict [A2004-58](#) s 6  
def **residential tenancy agreement** om [A2004-58](#) s 5  
def **retirement village** om [A2004-58](#) s 5  
def **tenancy dispute** om [A2004-58](#) s 5  
def **tenant** om [A2004-58](#) s 5  
def **termination and possession order** reloc to dict [A2004-58](#)  
s 6  
def **termination notice** am [A2001-44](#) s 1.3632  
reloc to dict [A2004-58](#) s 6  
def **tribunal** reloc to dict [A2004-58](#) s 6

def **trust account** reloc to dict [A2004-58](#) s 6  
def **working day** om [A2004-58](#) s 5

**Offences against Act—application of Criminal Code etc**

s 3A ins [A2005-54](#) amdt 1.229

**Application of Act**

s 4 sub [A2004-58](#) s 8  
am [A2005-60](#) amdt 1.126; [A2012-21](#) amdt 3.131, amdt 3.132;  
[A2013-7](#) amdt 1.11; pars renum R41 LA

**Meaning of residential tenancy agreement**

pt 1A hdg ins [A2004-58](#) s 8

**Who is a lessor?**

s 5 sub [A2004-58](#) s 8

**Who is a tenant?**

s 6 sub [A2004-58](#) s 8

**What is a residential tenancy agreement?**

s 6A ins [A2004-58](#) s 8

**Residential tenancy agreement if agreement written and says it is residential tenancy agreement**

s 6B ins [A2004-58](#) s 8

**Residential tenancy agreement if agreement part of employment**

s 6C ins [A2004-58](#) s 8

**Certain kinds of agreements not residential tenancy agreements**

s 6D ins [A2004-58](#) s 8

**Certain people given right of occupation not tenants**

s 6E ins [A2004-58](#) s 8

**Certain kinds of premises mean no residential tenancy agreement**

s 6F ins [A2004-58](#) s 8  
am [A2013-44](#) amdt 3.169

**When does residential tenancy agreement start?**

s 7 sub [A2004-58](#) s 8

**Residential tenancy agreements**

pt 2 hdg sub [A2004-58](#) s 8

**Terms of agreement**

div 2.1 hdg (prev pt 2 div 1 hdg) renum R2 LA  
sub [A2004-58](#) s 8

## Endnotes

### 4 Amendment history

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#### **Standard residential tenancy terms**

s 8 sub [A2004-58](#) s 8  
am [A2005-39](#) s 4, s 5, s 7; pars renum R18 LA (see [A2005-39](#) s 6); [A2008-36](#) amdt 1.595; [A2016-50](#) s 4, s 5; [A2017-5](#) amdt 1.17; pars renum R49 LA

#### **Inconsistent tenancy terms void**

s 9 hdg sub [A2005-60](#) amdt 1.127  
s 9 sub [A2004-58](#) s 8  
am [A2008-36](#) amdt 1.595

#### **Endorsement of inconsistent tenancy terms by ACAT**

s 10 hdg sub [A2005-60](#) amdt 1.128  
am [A2008-36](#) amdt 1.595  
s 10 sub [A2004-58](#) s 8  
am [A2005-39](#) s 8; [A2007-8](#) amdt 1.19; [A2008-36](#) amdt 1.595

#### **Precontractual obligations**

div 2.2 hdg (prev pt 2 div 2 hdg) renum R2 LA

#### **Energy efficiency rating—advertising**

s 11A ins [A1997-122](#)  
sub [A2005-54](#) amdt 1.230  
am [A2013-44](#) amdt 3.170; [A2016-50](#) s 6

#### **Smoke alarms**

s 11B ins [A2016-50](#) s 7  
am [A2017-28](#) amdt 1.4

#### **Lessor's obligations**

s 12 am [A1997-122](#); [A2004-13](#) amdt 2.89; [A2004-58](#) amdt 2.1, amdt 2.2; [A2005-39](#) s 9, s 10; [A2006-16](#) amdt 1.48; [A2011-28](#) amdt 3.209

#### **Consideration**

div 2.3 hdg (prev pt 2 div 3 hdg) renum R2 LA

#### **Rent or a bond only**

s 15 am [A2005-39](#) s 11; [A2007-8](#) amdt 1.19; [A2008-36](#) amdt 1.595; [A2012-21](#) amdt 3.133; [A2017-32](#) amdt 1.1, amdt 1.2; [A2017-32](#) amdt 2.1, amdt 2.2

#### **Alternative to a bond—guarantee or indemnity**

s 16 am [A2017-32](#) amdt 1.3; [A2017-32](#) amdt 2.3

#### **Alternative to a bond—insurance**

s 17 om [A2004-58](#) s 9

#### **Lessor's obligations on signing agreement**

div 2.4 hdg (prev pt 2 div 4 hdg) renum R2 LA

**Copy of agreement to be given to tenant**

s 19 am [A2004-58](#) amdt 2.3

**Payment of bonds**

div 3.1 hdg (prev pt 3 div 1 hdg) renum R2 LA

**Successive residential tenancy agreements**

s 22 am [A2016-50](#) s 8

**Depositing bond**

div 3.2 hdg (prev pt 3 div 2 hdg) renum R2 LA

**Deposit of bond by lessor**

s 23 am [A2004-58](#) amdt 2.4  
sub [A2005-39](#) s 12

**Deposit of bond by tenant**

s 24 sub [A2017-32](#) amdt 3.1

**Notice about deposit**

s 25 hdg sub [A2017-32](#) amdt 3.2  
s 25 am [A2001-44](#) amdt 1.3633, amdt 1.3634; [A2012-21](#)  
amdt 3.134; am [A2017-32](#) amdt 3.3

**Acknowledgment of receipt of bond money**

s 26 am [A2012-21](#) amdt 3.135, amdt 3.136  
sub [A2017-32](#) amdt 3.4

**Payment of bond money into trust account**

s 27 am [A2008-36](#) amdt 1.595

**Interest on amounts in trust account**

s 28 am [A2000-17](#) sch 1; [A2002-27](#) s 62  
sub [A2005-60](#) amdt 1.129  
(4)-(7) exp 22 March 2006 (s 28 (7))  
sub [A2008-37](#) amdt 1.424  
am [A2011-22](#) amdt 1.382

**Condition of premises and deductions from bond**

div 3.3 hdg (prev pt 3 div 3 hdg) renum R2 LA

**Condition report—start of tenancy**

s 29 hdg sub [A2016-50](#) s 9  
s 29 am [A2001-44](#) amdt 1.3635, amdt 1.3636; [A2004-58](#) ss 10-13,  
amdt 2.5; [A2005-39](#) s 13

**Final inspection and condition report—end of tenancy**

s 30A ins [A2016-50](#) s 10

**Deductions from bond**

s 31 am [A2008-36](#) amdt 1.595; [A2017-4](#) amdt 3.168, amdt 3.169;  
[A2016-50](#) ss 11-13; pars renum R49 LA

## Endnotes

### 4 Amendment history

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#### **Release of bond money**

div 3.4 hdg (prev pt 3 div 4 hdg) renum R2 LA

#### **Definitions—div 3.4**

s 32 am [A1999-66](#) sch 3; [A2001-44](#) amdt 1.3637, amdt 1.3638; R2 LA; [A2008-36](#) amdt 1.583, amdt 1.595; [A2011-22](#) amdt 1.383  
sub [A2016-50](#) s 14  
def *bond release application* ins [A2016-50](#) s 14

#### **Bond release application—general**

s 33 sub [A2016-50](#) s 14

#### **Bond release application—lessor's obligations**

s 34 am [A1999-66](#) sch 3; [A2004-58](#) amdt 2.6; [A2008-36](#)  
amdt 1.595  
sub [A2016-50](#) s 14

#### **Bond release application—joint application**

s 34A ins [A2016-50](#) s 14

#### **Bond release application—application by tenant**

s 34B ins [A2016-50](#) s 14

#### **Bond release application—application by lessor**

s 34C ins [A2016-50](#) s 14

#### **Bond release application before end of agreement**

s 34D ins [A2016-50](#) s 14

#### **Bond release application—ACAT order**

s 34E ins [A2016-50](#) s 14

#### **Disputes about all or part of bond**

s 35 am [A2004-58](#) amdt 2.7  
sub [A2008-36](#) amdt 1.584  
am [A2016-50](#) s 15

#### **General**

div 4.1 hdg (prev pt 4 div 1 hdg) renum R2 LA

#### **Termination**

s 36 am [A2001-44](#) amdt 1.3639; pars renum R15 LA; [A2005-39](#)  
s 14; [A2008-36](#) amdt 1.595; [A2015-6](#) amdt 1.15; [A2015-42](#)  
s 52; [A2016-50](#) s 16, s 17; [A2017-5](#) amdt 1.18

#### **Entry for eviction purposes**

s 37 am [A2008-36](#) amdt 1.595; [A2016-50](#) s 18

#### **General duty to mitigate**

s 38 am [A2008-36](#) amdt 1.595

#### **Content of termination and possession orders**

s 39 am [A2008-36](#) amdt 1.595



**Warrants for eviction**

div 4.2 hdg (prev pt 4 div 2 hdg) renum R2 LA

**Content of warrant**

s 40 sub [A2005-39](#) s 15

**Unconditional orders**

s 41 am [A2008-36](#) amdt 1.595

**Conditional orders**

s 42 sub [A2005-39](#) s 16  
am [A2008-22](#) amdt 1.47; ss renum R28 LA; [A2008-36](#)  
amdt 1.595; [A2011-28](#) amdt 3.210

**Failure to comply with conditional order**

s 42A ins [A2005-39](#) s 16  
am [A2008-22](#) amdts 1.48-1.50; [A2008-36](#) amdt 1.595

**Hearing of application**

s 42B ins [A2005-39](#) s 16  
am [A2008-22](#) amdt 1.51; [A2008-36](#) amdt 1.595

**Termination initiated by tenant**

div 4.3 hdg (prev pt 4 div 3 hdg) renum R2 LA

**Breach of standard residential tenancy terms**

s 43 hdg sub [A2004-58](#) amdt 2.8  
s 43 am [A2004-58](#) amdt 2.9; [A2008-36](#) amdt 1.595

**Significant hardship**

s 44 am [A2002-30](#) amdt 3.662; [A2008-36](#) amdt 1.595; [A2016-50](#)  
s 19

**Damage, injury or intention to damage or injure**

s 45 am [A2008-36](#) amdt 1.595

**False or misleading statements**

s 46 am [A2008-36](#) amdt 1.595

**Termination initiated by lessor**

div 4.4 hdg (prev pt 4 div 4 hdg) renum R2 LA

**No breach of standard residential tenancy terms**

s 47 hdg sub [A2004-58](#) amdt 2.10  
s 47 am [A2001-44](#) amdt 1.3640; [A2004-58](#) amdt 2.11, amdt 2.12;  
[A2008-36](#) amdt 1.595

**Certain breaches of standard residential tenancy terms**

s 48 hdg sub [A2004-58](#) amdt 2.13  
s 48 am [A2001-44](#) amdt 1.3640; [A2004-58](#) amdt 2.14, amdt 2.15;  
[A2008-22](#) amdt 1.52; [A2008-28](#) amdt 3.148; [A2008-36](#)  
amdt 1.595; [A2009-44](#) amdt 1.34

## Endnotes

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#### **Failure to pay rent**

s 49 am [A2001-44](#) amdt 1.3640; [A2004-58](#) amdt 2.16; [A2008-22](#) amdt 1.53; [A2008-28](#) amdts 3.149-3.151; ss renum R29 LA; [A2008-36](#) amdt 1.595

#### **Significant hardship**

s 50 am [A2008-36](#) amdt 1.595

#### **Damage, injury or intention to damage or injure**

s 51 sub [A2004-58](#) s 14  
am [A2005-43](#) amdt 1.31; [A2005-39](#) s 17; [A2008-36](#) amdt 1.595

#### **False or misleading statements**

s 52 am [A2008-36](#) amdt 1.595

#### **Employer-provided accommodation**

s 53 am [A2008-36](#) amdt 1.595

#### **Purported assignment or subletting**

s 54 am [A2001-44](#) amdt 1.3640; [A2004-58](#) amdt 2.17, amdt 2.18; [A2008-36](#) amdt 1.595

#### **Repudiation without vacation**

s 55 am [A2008-36](#) amdt 1.595

#### **Affected residential premises**

s 55A ins [A2015-6](#) amdt 1.16

#### **Eligible impacted property**

s 55B ins [A2015-42](#) s 53

#### **Compensation to lessor**

s 56 am [A2004-58](#) amdt 2.19; [A2008-36](#) amdt 1.595

#### **Retaliatory applications**

s 57 sub [A2004-58](#) s 15  
am [A2008-36](#) amdt 1.595

#### **Defective termination notices**

div 4.5 hdg (prev pt 4 div 5 hdg) renum R2 LA

#### **Lessor's defective notice if tenant vacates**

s 58 am [A2001-44](#) amdt 1.3641, amdt 1.3642; [A2008-36](#) amdt 1.595; [A2017-4](#) amdt 3.170

#### **Lessor's defective notice if tenant does not vacate**

s 59 am [A2001-44](#) amdt 1.3643; [A2004-58](#) amdt 2.20; [A2008-36](#) amdt 1.595; [A2017-4](#) amdt 3.170

#### **Tenant's defective termination notice**

s 60 am [A2001-44](#) amdt 1.3644, 1.3646; [A2008-36](#) amdt 1.595

**Abandonment of premises**

div 4.6 hdg (prev pt 4 div 6 hdg) renum R2 LA

**Effect of abandonment**

s 61 am [A2004-58](#) s 16; [A2008-36](#) amdt 1.585

**Lessor may enter premises to confirm abandonment**

s 61A ins [A2016-50](#) s 20

**Abandonment during fixed term**

s 62 am [A1998-5](#); [A2008-36](#) amdt 1.595

**Abandonment during periodic agreement**

s 63 am [A2017-4](#) amdt 3.171

**Miscellaneous**

div 4.7 hdg (prev pt 4 div 7 hdg) renum R2 LA

**Successor in title to lessor**

s 64 am [A1998-5](#); [A2001-44](#) amdts 1.3646-1.3648, [A2004-58](#) s 17, s 18; ss renum R10 LA (see [A2004-58](#) s 19)

**Standard residential tenancy term—increase in rent**

s 64A ins [A2009-19](#) s 66

**Termination—affected residential premises**

s 64AA ins [A2015-6](#) amdt 1.17

**Termination—eligible impacted property**

s 64AB ins [A2015-42](#) s 54

**Waiver of notice requirements**

s 65 am [A2001-44](#) amdts 1.3649-1.3651; [A2004-58](#) amdt 2.21; [A2008-36](#) amdt 1.595

**Freezing rents**

s 66 am [A2008-36](#) amdt 1.585

**Orders**

s 67 am [A2008-36](#) amdt 1.585

**Guideline for orders**

s 68 am [A2004-58](#) s 20, amdt 2.22; pars renum R15 LA; [A2008-36](#) amdt 1.595

**Effect of orders**

s 69 am [A2008-36](#) amdt 1.585

**Further increases**

s 70 am [A2008-36](#) amdt 1.585

**Reduction of existing rent**

s 71 am [A2004-58](#) s 21; ss renum R10 LA (see [A2004-58](#) s 22); [A2008-36](#) amdt 1.595

## Endnotes

### 4 Amendment history

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#### **Occupancy agreements**

pt 5A hdg ins [A2004-58](#) s 23

#### **Who is grantor?**

s 71A ins [A2004-58](#) s 23

#### **Who is an occupant?**

s 71B ins [A2004-58](#) s 23

#### **What is an occupancy agreement?**

s 71C ins [A2004-58](#) s 23  
am [A2006-40](#) amdt 1.32; [A2013-44](#) amdt 3.171

#### **When does an occupancy agreement start?**

s 71D ins [A2004-58](#) s 23

#### **Occupancy principles**

s 71E ins [A2004-58](#) s 23

#### **Regulations about occupancy agreements**

s 71F ins [A2004-58](#) s 23

#### **Standard occupancy terms**

s 71G ins [A2004-58](#) s 23

#### **Occupant may deposit bond with Territory**

s 71GA ins [A2005-43](#) amdt 1.32  
am [A2008-37](#) amdt 1.425

#### **Resolution of residential tenancy and occupancy disputes**

pt 6 hdg sub [A2004-58](#) s 24; [A2008-36](#) amdt 1.586

#### **Important concepts**

div 6.1A hdg ins [A2004-58](#) s 24  
om [A2008-36](#) amdt 1.586

#### **What is a tenancy dispute?**

s 71H ins [A2004-58](#) s 24  
om [A2008-36](#) amdt 1.586

#### **What is an occupancy dispute?**

s 71I ins [A2004-58](#) s 24  
om [A2008-36](#) amdt 1.586

#### **Tribunal to have regard to occupancy principles**

s 71J ins [A2004-58](#) s 24  
om [A2008-36](#) amdt 1.586

#### **Important concepts**

div 6.1 hdg (prev pt 6 div 1 hdg) renum R2 LA  
sub [A2008-36](#) amdt 1.586

#### **Meaning of tenancy dispute**

s 72 sub [A2004-58](#) s 25; [A2008-36](#) amdt 1.586

**Meaning of *occupancy dispute***

s 73 am [A1998-5](#); [A2000-1](#) sch; [A2001-44](#) amdt 1.3652,  
amdt 1.3653, [A2004-58](#) s 26, amdt 2.23; ss renum R10 LA  
(see [A2004-58](#) s 27)  
sub [A2008-36](#) amdt 1.586

**ACAT to have regard to occupancy principles**

s 74 am [A2004-58](#) amdt 2.24  
sub [A2008-36](#) amdt 1.586

**Action by registrar**

div 6.2 hdg (prev pt 6 div 2 hdg) renum R2 LA  
sub [A2008-36](#) amdt 1.586

**Assistance with inquiries about residential tenancy and occupancy agreements**

s 75 am [A2004-58](#) amdt 2.25, amdt 2.26  
sub [A2008-36](#) amdt 1.586

**Jurisdiction of ACAT—this Act, standard residential tenancy terms and standard occupancy terms**

div 6.3 hdg (prev pt 6 div 4 hdg) renum R2 LA  
sub [A2008-36](#) amdt 1.586

**Jurisdiction of ACAT under this Act etc**

s 76 am [A2004-58](#) amdt 2.27  
sub [A2008-36](#) amdt 1.586

**Saving of court jurisdiction**

s 77 am [A2004-58](#) amdt 2.28-2.30  
sub [A2008-36](#) amdt 1.586

**Extended jurisdiction of ACAT with agreement of parties**

s 78 sub [A2008-36](#) amdt 1.586  
am [A2013-45](#) amdt 1.11

**Applications to ACAT**

div 6.4 hdg (prev pt 6 div 5 hdg) renum R2 LA  
sub [A2008-36](#) amdt 1.586

**Who may apply to ACAT?**

s 79 om [A1998-5](#)  
ins [A2008-36](#) amdt 1.586

**Applications to ACAT by children—application of this Act etc**

s 80 om [A1998-5](#)  
ins [A2008-36](#) amdt 1.586

**Powers and decisions of ACAT**

div 6.5 hdg (prev pt 6 div 6 hdg) renum R2 LA  
sub [A2008-36](#) amdt 1.586

## Endnotes

### 4 Amendment history

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#### **ACAT to assist parties to tenancy and occupancy disputes**

s 81 am [A2004-58](#) amdt 2.31  
sub [A2008-36](#) amdt 1.586

#### **Disputes about agreements no longer in force**

s 82 sub [A2008-36](#) amdt 1.586

#### **Orders by ACAT**

s 83 sub [A2005-53](#) amdt 1.135; [A2008-36](#) amdt 1.586

#### **Notice of intention to vacate—award of compensation**

s 84 am [A2004-58](#) amdt 2.32  
sub [A2008-36](#) amdt 1.586  
am [A2016-50](#) s 21, s 22

#### **Powers and decisions of ACAT—protection orders**

div 6.5A hdg ins [A2016-50](#) s 23

#### **Definitions—div 6.5A**

s 85 am [A2004-58](#) amdt 2.32  
sub [A2008-36](#) amdt 1.586; [A2016-50](#) s 24  
def *FV Act* ins [A2016-50](#) s 24  
def *protected person* ins [A2016-50](#) s 24  
def *protection order* ins [A2016-50](#) s 24  
def *PV Act* ins [A2016-50](#) s 24  
def *respondent* ins [A2016-50](#) s 24

#### **New tenancy agreement—family violence and protection orders**

s 85A ins [A2016-50](#) s 24

#### **Applications under s 85A—ACAT orders**

s 85B ins [A2016-50](#) s 24

#### **Enforcement of ACAT orders**

div 6.6 hdg **orig div 6.6 hdg**  
(prev pt 6 div 7 hdg) renum as div 6.6 hdg and then sub  
as pt 6B hdg  
**pres div 6.6 hdg**  
ins [A2008-36](#) amdt 1.586

#### **Failure to comply with ACAT orders**

s 86 sub [A2008-36](#) amdt 1.586

#### **Tenancy databases**

pt 6A hdg ins [A2005-39](#) s 19  
om [A2011-31](#) s 4

#### **Enforcement**

pt 6B hdg (prev pt 6 div 7 hdg) renum as div 6.6 hdg R2 LA  
sub as pt 6B hdg [A2005-39](#) s 20  
om [A2008-36](#) amdt 1.587

**Residential tenancy databases**

pt 7 hdg om [A2008-36](#) amdt 1.587  
ins [A2011-31](#) s 5

**Residential tenancies tribunal**

div 7.1 hdg (prev pt 7 div 1 hdg) renum R2 LA  
om [A2008-36](#) amdt 1.587

**Definitions—pt 7**

s 87 am [A2004-58](#) amdt 2.32  
om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5  
def **agent** ins [A2011-31](#) s 5  
def **database** ins [A2011-31](#) s 5  
def **database operator** ins [A2011-31](#) s 5  
def **inaccurate** ins [A2011-31](#) s 5  
def **list** ins [A2011-31](#) s 5  
def **out of date** ins [A2011-31](#) s 5  
def **personal information** ins [A2011-31](#) s 5  
def **rental bond** ins [A2011-31](#) s 5  
def **residential tenancy database** ins [A2011-31](#) s 5

**Application—pt 7**

s 88 am [A2000-17](#) sch 1, [A2004-58](#) amdt 2.32  
om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5

**Notice of usual use of database**

s 89 hdg am [A2000-17](#) sch 1  
s 89 am [A2000-17](#) sch 1  
om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5

**Notice of listing if database used**

s 90 om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5

**Listing can be made only for certain breaches by certain people**

s 91 am [A2004-58](#) amdt 2.32  
om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5

**Further restriction on listing**

s 92 am [A2004-58](#) amdt 2.32  
om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5

**Ensuring quality of listing—lessor's or agent's obligation**

s 93 om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5

## Endnotes

### 4 Amendment history

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#### **Ensuring quality of listing—database operator’s obligation**

s 94 om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5

#### **Providing copy of personal information listed**

s 95 om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5

#### **Notifying relevant non-parties of tribunal order about listing**

s 96 sub [A2005-53](#) amdt 1.36  
(4), (5) exp 23 November 2006 (s 96 (5))  
om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5

#### **Appearance by audiovisual or audio links**

s 96A ins [A1999-22](#) s 34  
am [A2000-17](#) sch 1; [A2003-48](#) amdt 2.17  
om [A2008-36](#) amdt 1.586

#### **Keeping personal information listed**

s 97 sub [A2005-53](#) amdt 1.37  
om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5  
am [A2014-49](#) amdt 1.31, amdt 1.32

#### **Application to ACAT about contravention**

s 98 om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5

#### **Application to ACAT about certain personal information listed in residential tenancy database**

s 99 om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5  
am [A2016-42](#) amdt 3.90

#### **Application to ACAT about proposed listing of personal information**

s 100 om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5

#### **Order for compensation**

s 101 am [A2004-58](#) amdt 2.33  
om [A2008-36](#) amdt 1.586  
ins [A2011-31](#) s 5

#### **Registration of standard guarantee contract for commercial guarantee**

pt 8 hdg ins [A2017-32](#) amdt 2.4

#### **Meaning of *commercial guarantee* and *standard guarantee contract***

s 102 am [A2001-44](#) amdts 1.3654-1.3656; [A2004-58](#) ss 28-30; pars  
renum R10 LA (see [A2004-58](#) s 31); [A2008-22](#) amdt 1.54  
om [A2008-36](#) amdt 1.586  
ins [A2017-32](#) amdt 2.4



**Application for registration of standard guarantee contract**

s 103 am [A2001-44](#) amdts 1.3657-1.3659; [A2004-58](#) amdt 2.34  
om [A2008-36](#) amdt 1.586  
ins [A2017-32](#) amdt 2.4

**Commissioner must decide application**

s 104 am [A2001-44](#) amdt 1.3660, [A2004-58](#) s 32, amdts 2.35-2.38;  
pars renum R10 LA (see [A2004-58](#) s 33); [A2005-60](#)  
amdt 1.130  
om [A2008-36](#) amdt 1.586  
ins [A2017-32](#) amdt 2.4

**Tribunal may refer matters to other entities**

s 104A ins [A2004-58](#) s 34  
om [A2008-36](#) amdt 1.586

**Tribunal to record details of order**

s 104B ins [A2004-58](#) s 34  
om [A2008-36](#) amdt 1.586

**Register of standard guarantee contracts**

s 105 sub [A2004-58](#) s 34  
om [A2008-36](#) amdt 1.586  
ins [A2017-32](#) amdt 2.4

**Relationship to Australian Consumer Law (ACT)**

s 106 am [A2004-58](#) amdt 2.39  
om [A2008-36](#) amdt 1.586  
ins [A2017-32](#) amdt 2.4

**Notice of intention to vacate—award of compensation**

s 107 om [A2008-36](#) amdt 1.586

**Substitution of tenant**

s 107A ins [A2005-39](#) s 18  
am [A2007-8](#) amdt 1.16  
om [A2008-36](#) amdt 1.586

**Definitions for pt 6A**

s 107B ins [A2005-39](#) s 19  
om [A2011-31](#) s 4  
def *personal information* ins [A2005-39](#) s 19  
om [A2011-31](#) s 4  
def *tenancy database* ins [A2005-39](#) s 19  
om [A2011-31](#) s 4

**Non-application to internal databases**

s 107C ins [A2005-39](#) s 19  
am [A2007-8](#) amdt 1.19  
om [A2011-31](#) s 4

## Endnotes

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#### **Restriction on inclusion of personal information**

s 107D ins [A2005-39](#) s 19  
om [A2011-31](#) s 4

#### **Application to ACAT about contravention**

s 107E hdg am [A2008-36](#) amdt 1.595  
s 107E ins [A2005-39](#) s 19  
am [A2008-36](#) amdt 1.595  
om [A2011-31](#) s 4

#### **Application to ACAT about incorrect or unjust inclusion in database**

s 107F hdg am [A2008-36](#) amdt 1.595  
s 107F ins [A2005-39](#) s 19  
am [A2008-36](#) amdt 1.595  
om [A2011-31](#) s 4

#### **Application to ACAT about proposed inclusion of personal information**

s 107G hdg am [A2008-36](#) amdt 1.595  
s 107G ins [A2005-39](#) s 19  
am [A2008-36](#) amdt 1.595  
om [A2011-31](#) s 4

#### **Order for compensation**

s 107H ins [A2005-39](#) s 19  
am [A2008-36](#) amdt 1.595  
om [A2011-31](#) s 4

#### **Failure to comply with tribunal orders**

s 108 sub [A2005-54](#) amdt 1.231  
om [A2008-36](#) amdt 1.587

#### **Orders for payment of money**

s 109 om [A2008-36](#) amdt 1.587

#### **Establishment**

s 110 om [A2008-36](#) amdt 1.587

#### **Constitution**

s 111 om [A2008-36](#) amdt 1.587

#### **Membership**

s 112 am [A2002-11](#) amdt 2.87; [A2004-58](#) s 35; [A2008-22](#) amdt 1.55;  
[A2008-28](#) amdt 3.152, amdt 3.153  
om [A2008-36](#) amdt 1.587

#### **Acting president**

s 113 om [A2008-28](#) amdt 3.154

#### **Registrar and deputy registrar**

s 114 sub [A1999-66](#) sch 3  
am [A2006-40](#) amdt 1.33  
om [A2008-36](#) amdt 1.587

**Jurisdiction of tribunal generally**

s 115 am [A1999-66](#) sch 3; [A2004-58](#) amdt 2.40, amdt 2.41  
sub [A2006-40](#) amdt 1.34  
om [A2008-36](#) amdt 1.587

**Saving of court jurisdiction**

s 115A orig s 115A renum as s 115C  
ins [A2006-40](#) amdt 1.34  
om [A2008-36](#) amdt 1.587

**Extended jurisdiction of tribunal with agreement of parties**

s 115B ins [A2006-40](#) amdt 1.34  
om [A2008-36](#) amdt 1.587

**Disputes about agreements no longer in force**

s 115C (prev s 115A) ins [A2004-58](#) s 36  
renum [A2006-40](#) amdt 1.35  
om [A2008-36](#) amdt 1.587

**Decisions on matters agreed to by parties**

s 115D ins [A2008-7](#) amdt 1.75  
om [A2008-36](#) amdt 1.587

**Referees**

div 7.2 hdg (prev pt 7 div 2 hdg) renum R2 LA  
om [A2008-36](#) amdt 1.587

**Referees**

s 116 am [A1997-96](#) sch 1; [A2004-58](#) amdt 2.42; [A2005-39](#) s 21;  
[A2008-28](#) amdt 3.155, amdt 3.156; ss renum R29 LA  
om [A2008-36](#) amdt 1.587

**Registrar and deputy registrars**

div 7.3 hdg (prev pt 7 div 3 hdg) renum R2 LA  
om [A2008-36](#) amdt 1.587

**Functions and powers**

s 117 am [A2004-58](#) s 37, amdt 2.43, amdt 2.44  
om [A2008-36](#) amdt 1.587

**President's involvement**

s 118 om [A2008-36](#) amdt 1.587

**Deputy registrars**

s 119 om [A2008-28](#) amdt 3.157

**Other matters about tribunal**

div 7.4 hdg (prev pt 7 div 3 hdg) renum R1 LRA  
renum R2 LA  
om [A2008-36](#) amdt 1.587

## Endnotes

### 4 Amendment history

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#### **Procedure generally**

s 120 am [A2001-44](#) amdt 1.3661, amdt 1.3662  
sub [A2004-58](#) s 38  
om [A2008-36](#) amdt 1.587

#### **Informality of procedures**

s 121 om [A2008-28](#) amdt 3.157

#### **Contempt of tribunal**

s 122 sub [A2005-53](#) amdt 1.38  
om [A2008-36](#) amdt 1.587

#### **Application of Criminal Code, ch 7**

s 122A ins [A2005-53](#) amdt 1.38  
om [A2008-36](#) amdt 1.587

#### **Protection of members etc**

s 123 om [A2008-28](#) amdt 3.157

#### **Approved forms—registrar**

s 123A ins [A2001-44](#) amdt 1.3663  
am [A2008-28](#) amdt 3.158  
om [A2008-36](#) amdt 1.587

#### **Referrals and appeals to Supreme Court**

pt 8 hdg om [A2008-36](#) amdt 1.587

#### **Referral of questions of law**

s 124 sub [A2004-60](#) amdt 1.626  
om [A2008-36](#) amdt 1.587

#### **Appeals from tribunal decisions**

s 125 sub [A2004-60](#) amdt 1.626  
am [A2004-58](#) s 39 (as am by [A2005-20](#) amdt 3.340)  
(5), (6) exp 10 January 2006 (s 125 (6))  
sub [A2006-40](#) amdt 2.170  
om [A2008-36](#) amdt 1.587

#### **Declared crisis accommodation provider**

s 126 om [A2004-60](#) amdt 1.626  
ins [A2005-39](#) s 22  
am [A2011-28](#) amdt 3.211

#### **Transfer of public housing under will**

s 127A ins [A2005-39](#) s 23  
am [A2007-8](#) amdt 1.17, amdt 1.19; [A2008-36](#) amdt 1.595

#### **Purported assignment or subletting**

s 128 am [A2004-58](#) amdt 2.45; [A2008-36](#) amdt 1.595

**Admissibility of evidence given before approved mediator etc**

s 129 am [A2005-53](#) amdt 1.39  
sub [A2005-54](#) amdt 1.232  
om [A2008-36](#) amdt 1.588

**False information**

s 130 om [A2005-53](#) amdt 1.40 (see also [A2005-54](#) amdt 1.233)

**Proceedings by children**

s 131 sub [A2004-60](#) amdt 1.627

**Approved forms—Minister**

s 133 sub [A2001-44](#) amdt 1.3664  
(4)-(7) exp 12 September 2002 (s 133 (7))  
am [A2008-36](#) amdt 1.595; [A2011-28](#) amdt 3.211

**Determination of fees**

s 134 om [A2004-58](#) s 40  
ins [A2017-32](#) amdt 2.5

**Determined fees**

s 135 om [A2000-1](#) sch

**Regulation-making power**

s 136 am [A2001-44](#) amdt 1.3665, amdt 1.3666; [A2005-39](#) s 24;  
[A2008-36](#) amdt 1.589; [A2017-32](#) amdt 2.6

**Transitional**

pt 10 hdg ins [A2004-58](#) s 41  
exp 8 March 2006 (s 139)

**Occupancy agreements**

s 137 ins [A2004-58](#) s 41  
exp 8 March 2006 (s 139)

**Disposal of condition reports held by Territory**

s 138 ins [A2004-58](#) s 41  
exp 8 April 2005 (s 139)

**Expiry of pt 10**

s 139 ins [A2004-58](#) s 41  
exp 8 March 2006 (s 139)

**Transitional—Asbestos Legislation Amendment Act 2006**

pt 11 hdg ins [A2006-16](#) amdt 1.49  
exp 1 July 2007 (s 141)

**Existing residential tenancy agreements—lessor must provide asbestos information**

s 140 ins [A2006-16](#) amdt 1.49  
exp 1 July 2007 (s 141)

## Endnotes

### 4 Amendment history

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**Expiry—pt 11**

s 141 ins [A2006-16](#) amdt 1.49  
exp 1 July 2007 (s 141)

**Validation**

pt 12 hdg ins [A2009-7](#) amdt 1.36  
exp 6 March 2009 (s 143)

**Validation of selection**

s 142 ins [A2009-7](#) amdt 1.36  
exp 6 March 2009 (s 143)

**Expiry—pt 12**

s 143 ins [A2009-7](#) amdt 1.36  
exp 6 March 2009 (s 143)

**Transitional—Residential Tenancies Legislation Amendment Act 2016**

pt 13 hdg ins [A2016-50](#) s 25  
exp 24 August 2018 (s 147)

**Definitions—pt 13**

s 144 ins [A2016-50](#) s 25  
exp 24 August 2018 (s 147)

**Existing residential tenancy agreements—lessor to install smoke alarms**

s 145 ins [A2016-50](#) s 25  
am [A2017-28](#) amdt 1.5  
exp 24 August 2018 (s 147)

**Existing residential tenancy agreements—tenant to replace smoke alarm batteries**

s 146 ins [A2016-50](#) s 25  
am [A2017-28](#) amdt 1.5  
exp 24 August 2018 (s 147)

**Expiry—pt 13**

s 147 ins [A2016-50](#) s 25  
exp 24 August 2018 (s 147)

**Transitional—Statute Law Amendment Act 2017 (No 2)**

pt 14 hdg ins [A2017-28](#) amdt 1.6  
exp 11 October 2018 (s 150)

**Meaning of commencement day—pt 14**

s 148 ins [A2017-28](#) amdt 1.6  
exp 11 October 2018 (s 150)

**Residential tenancy agreement entered contrary to s 11B**

s 149 ins [A2017-28](#) amdt 1.6  
exp 11 October 2018 (s 150)

**Expiry—pt 14**

s 150 ins [A2017-28](#) amdt 1.6  
exp 11 October 2018 (s 150)

**Standard residential tenancy terms**

sch 1 hdg (prev sch hdg) renum R2 LA  
sub [A2004-58](#) amdt 1.1

sch 1 cl 13 am [A1999-66](#) sch 3; [A2000-17](#) sch 1; [A2001-17](#) amdt 2.17;  
[A2011-41](#) amdt 5.30; [A2017-32](#) amdt 2.7

sch 1 cl 19 am [A2017-32](#) amdt 3.5, amdt 3.6

sch 1 cl 20 am [A2004-58](#) amdt 1.2, amdt 1.3; [A2017-32](#) amdt 3.7

sch 1 cl 21 am [A2004-58](#) amdt 1.4

sch 1 cl 22 am [A2004-58](#) amdt 1.5

sch 1 cl 23 sub [A2005-39](#) s 25

sch 1 cl 23A ins [A2016-50](#) s 26

sch 1 cl 26 am [A2004-58](#) amdt 1.6

sch 1 cl 30 am [A2004-58](#) amdt 1.7

sch 1 cl 31 am [A2004-58](#) amdt 1.8

sch 1 cl 36 am [A2007-8](#) amdt 1.18

sch 1 cl 43 am [A2004-58](#) amdt 1.9

sch 1 cl 45 sub [A2001-17](#) amdt 2.18

sch 1 cl 53A ins [A2016-50](#) s 27  
am [A2017-28](#) amdt 1.7

sch 1 cl 54 am [A2004-58](#) amdt 1.10; subcl renum R16 LA (see [A2004-58](#)  
amdt 1.11); [A2016-50](#) s 28

sch 1 cl 55 am R1 LA; R2 LA; [A2005-39](#) s 26

sch 1 cl 58 sub [A2001-17](#) amdt 2.19

sch 1 cl 63A ins [A2016-50](#) s 29

sch 1 cl 66 sub [A2001-17](#) amdt 2.20  
am [A2004-58](#) amdt 1.12  
sub [A2011-41](#) amdt 5.31

sch 1 cl 71 am [A2004-58](#) amdt 1.13

sch 1 cl 79 am [A2004-58](#) amdt 1.14

sch 1 cl 80 am [A2004-58](#) amdt 1.15

sch 1 cl 82 am [A2004-58](#) amdt 1.16

sch 1 cl 91 am [A2004-58](#) amdt 1.17

sch 1 cl 92 am [A2004-58](#) amdts 1.18-1.22

sch 1 cl 93 am [A2004-58](#) amdt 1.23

sch 1 cl 96 am [A2004-58](#) amdt 1.24, amdt 1.25

sch 1 cl 98 am [A2004-58](#) amdt 1.26

## Endnotes

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#### Dictionary

dict

ins [A2004-58](#) s 42  
am [A2008-36](#) amdt 1.590; [A2011-22](#) amdt 1.384; [A2011-28](#) amdt 3.212; [A2013-44](#) amdt 3.172; [A2017-4](#) amdt 3.172; [A2016-50](#) s 30; [A2017-32](#) amdt 2.8  
def **ACAT trust account** ins [A2008-37](#) amdt 1.426  
def **affected residential premises** ins [A2015-6](#) amdt 1.18  
def **affected residential premises register** ins [A2015-6](#) amdt 1.18  
def **agent** ins [A2011-31](#) s 7  
def **approved mediator** sub [A1998-5](#) s 4  
reloc from s 3 [A2004-58](#) s 6  
om [A2008-36](#) amdt 1.591  
def **asbestos advice** ins [A2006-16](#) amdt 1.50  
om [A2011-28](#) amdt 3.213  
def **asbestos assessment report** ins [A2006-16](#) amdt 1.50  
om [A2011-28](#) amdt 3.213  
def **bond** reloc from s 3 [A2004-58](#) s 6  
def **bond release application** ins [A2016-50](#) s 31  
def **class** ins [A2015-6](#) amdt 1.18  
def **commercial guarantee** ins [A2017-32](#) amdt 2.9  
def **commissioner** reloc from s 3 [A2004-58](#) s 6  
om [A2017-32](#) amdt 2.10  
def **conditional termination and possession order** ins [A2008-22](#) amdt 1.56  
am [A2011-28](#) amdt 3.214  
def **crisis accommodation** ins [A2005-39](#) s 27  
def **database** ins [A2011-31](#) s 7  
def **database operator** ins [A2011-31](#) s 7  
def **eligible impacted property** ins [A2015-42](#) s 55  
def **energy efficiency rating** ins [A1997-122](#) s 4  
reloc from s 3 [A2004-58](#) s 6  
def **energy efficiency rating statement** ins [A2004-58](#) s 42  
sub [A2010-32](#) s 39  
def **enforcement condition** ins [A2005-39](#) s 27  
om [A2008-22](#) amdt 1.57  
def **fixed term agreement** reloc from s 3 [A2004-58](#) s 6  
def **former lessor** reloc from s 3 [A2004-58](#) s 6  
def **former tenant** reloc from s 3 [A2004-58](#) s 6  
def **FV Act** ins [A2016-50](#) s 31  
def **grantor** ins [A2004-58](#) s 42  
def **inaccurate** ins [A2011-31](#) s 7  
def **lessor** ins [A2004-58](#) s 42



- def **list** ins [A2011-31](#) s 7
- def **member of the tribunal** reloc from s 3 [A2004-58](#) s 6  
om [A2008-36](#) amdt 1.591
- def **mobile home** reloc from s 3 [A2004-58](#) s 6
- def **mobile home park** reloc from s 3 [A2004-58](#) s 6
- def **occupancy agreement** ins [A2004-58](#) s 42
- def **occupancy dispute** ins [A2004-58](#) s 42  
sub [A2008-36](#) amdt 1.592  
am [A2011-28](#) amdt 3.215
- def **occupancy principles** ins [A2004-58](#) s 42
- def **occupant** ins [A2004-58](#) s 42
- def **out of date** ins [A2011-31](#) s 7
- def **party** reloc from s 3 [A2004-58](#) s 6  
om [A2008-36](#) amdt 1.593
- def **periodic agreement** reloc from s 3 [A2004-58](#) s 6  
om [A2017-4](#) amdt 3.173
- def **personal information** ins [A2005-39](#) s 27  
sub [A2011-31](#) s 8
- def **preliminary conference** reloc from s 3 [A2004-58](#) s 6  
om [A2008-36](#) amdt 1.593
- def **premises** reloc from s 3 [A2004-58](#) s 6
- def **president** reloc from s 3 [A2004-58](#) s 6  
om [A2008-36](#) amdt 1.593
- def **protected person** ins [A2016-50](#) s 31
- def **protection order** ins [A2016-50](#) s 31
- def **PV Act** ins [A2016-50](#) s 31
- def **referee** reloc from s 3 [A2004-58](#) s 6  
om [A2008-36](#) amdt 1.593
- def **registrar** sub [A1999-66](#) sch 3  
reloc from s 3 [A2004-58](#) s 6  
sub [A2008-36](#) amdt 1.594
- def **rental bond** ins [A2011-31](#) s 9
- def **residential tenancy agreement** ins [A2004-58](#) s 42
- def **residential tenancy database** ins [A2011-31](#) s 9
- def **respondent** ins [A2016-50](#) s 31
- def **standard guarantee contract** ins [A2017-32](#) amdt 2.11
- def **standard occupancy terms** ins [A2004-58](#) s 42
- def **standard residential tenancy terms** ins [A2004-58](#) s 42
- def **tenancy database** ins [A2005-39](#) s 27  
sub [A2011-28](#) amdt 3.216  
om [A2011-31](#) s 10

## Endnotes

4 Amendment history

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def **tenancy dispute** ins [A2004-58](#) s 42  
sub [A2008-36](#) amdt 1.594  
def **tenant** ins [A2004-58](#) s 42  
def **termination and possession order** reloc from s 3  
[A2004-58](#) s 6  
def **termination notice** am [A2001-44](#) s 1.3632  
reloc from s 3 [A2004-58](#) s 6  
def **tribunal** reloc from s 3 [A2004-58](#) s 6  
sub [A2008-36](#) amdt 1.594  
def **trust account** reloc from s 3 [A2004-58](#) s 6  
am [A2011-22](#) amdt 1.385

## 5 Earlier republications

Some earlier republications were not numbered. The number in column 1 refers to the publication order.

Since 12 September 2001 every authorised republication has been published in electronic pdf format on the ACT legislation register. A selection of authorised republications have also been published in printed format. These republications are marked with an asterisk (\*) in column 1. Electronic and printed versions of an authorised republication are identical.

Republication No and date	Effective	Last amendment made by	Republication for
R0A 14 Feb 2008	31 Mar 1999– 31 Aug 1999	<a href="#">A1998-5</a>	amendments by <a href="#">A1997-96</a> , <a href="#">A1997-122</a> and <a href="#">A1998-5</a>
R0B 14 Feb 2008	1 Sept 1999– 9 Nov 1999	<a href="#">A1999-22</a>	amendments by <a href="#">A1999-22</a>
R0C 14 Feb 2008	10 Nov 1999– 31 May 2000	<a href="#">A1999-66</a>	amendments by <a href="#">A1999-66</a>
R0D 14 Feb 2008	1 June 2000– 8 Sept 2000	<a href="#">A2000-17</a>	amendments by <a href="#">A2000-17</a>
R0E 14 Feb 2008	9 Sept 2000– 13 Nov 2000	<a href="#">A2000-17</a>	amendments by <a href="#">A2000-1</a>
R1 14 Nov 2000	14 Nov 2000– 11 Sept 2001	<a href="#">A2000-17</a>	includes editorial amendments under <a href="#">Legislation Act</a>
R1 (RI) 14 Feb 2008	14 Nov 2000– 11 Sept 2001	<a href="#">A2000-17</a>	reissue of printed version
R2 4 Feb 2002	12 Sept 2001– 27 May 2002	<a href="#">A2001-44</a>	amendments by <a href="#">A2001-44</a>
R3 30 May 2002	28 May 2002– 12 Sept 2002	<a href="#">A2002-11</a>	amendments by <a href="#">A2002-11</a>
R4 13 Sept 2002	13 Sept 2002– 16 Sept 2002	<a href="#">A2002-27</a>	commenced expiry
R5 3 Oct 2002	17 Sept 2002– 6 Oct 2002	<a href="#">A2002-30</a>	amendments by <a href="#">A2002-30</a>

## Endnotes

5 Earlier republications

<b>Republication No and date</b>	<b>Effective</b>	<b>Last amendment made by</b>	<b>Republication for</b>
R6* 7 Oct 2002	7 Oct 2002– 29 Apr 2004	<a href="#">A2002-30</a>	amendments by <a href="#">A2002-27</a>
R7 30 Apr 2004	30 Apr 2004– 31 Aug 2004	<a href="#">A2004-13</a>	amendments by <a href="#">A2003-48</a>
R8 1 Sept 2004	1 Sept 2004– 9 Jan 2005	<a href="#">A2004-13</a>	amendments by <a href="#">A2004-13</a>
R9 10 Jan 2005	10 Jan 2005– 7 Mar 2005	<a href="#">A2004-60</a>	amendments by <a href="#">A2004-60</a>
R10 8 Mar 2005	8 Mar 2005– 8 Apr 2005	<a href="#">A2004-60</a>	amendments by <a href="#">A2004-58</a>
R10 (RI) 17 May 2005	8 Mar 2005– 8 Apr 2005	<a href="#">A2004-60</a>	reissue for retrospective amendments by <a href="#">A2005-20</a>
R11 9 Apr 2005	9 Apr 2005– 30 Sept 2005	<a href="#">A2004-60</a>	commenced expiry
R11 (RI) 17 May 2005	9 Apr 2005– 30 Sept 2005	<a href="#">A2004-60</a>	reissue for retrospective amendments by <a href="#">A2005-20</a>
R12 1 Oct 2005	1 Oct 2005– 22 Nov 2005	<a href="#">A2005-43</a>	amendments by <a href="#">A2005-43</a>
R13 23 Nov 2005	23 Nov 2005– 23 Nov 2005	<a href="#">A2005-54</a>	amendments by <a href="#">A2005-53</a>
R14 24 Nov 2005	24 Nov 2005– 21 Dec 2005	<a href="#">A2005-54</a>	amendments by <a href="#">A2005-54</a>
R15 22 Dec 2005	22 Dec 2005– 31 Dec 2005	<a href="#">A2005-60</a>	amendments by <a href="#">A2005-60</a>
R16 1 Jan 2006	1 Jan 2006– 10 Jan 2006	<a href="#">A2005-60</a>	amendments by <a href="#">A2004-58</a> and <a href="#">A2005-39</a>
R17 11 Jan 2006	11 Jan 2006– 27 Feb 2006	<a href="#">A2005-60</a>	commenced expiry
R18 28 Feb 2006	28 Feb 2006– 8 Mar 2006	<a href="#">A2005-60</a>	amendments by <a href="#">A2005-39</a>

<b>Republication No and date</b>	<b>Effective</b>	<b>Last amendment made by</b>	<b>Republication for</b>
R19 9 Mar 2006	9 Mar 2006– 22 Mar 2006	<a href="#">A2005-60</a>	commenced expiry
R20* 23 Mar 2006	23 Mar 2006– 30 June 2006	<a href="#">A2005-60</a>	commenced expiry
R21 1 July 2006	1 July 2006– 28 Sept 2006	<a href="#">A2006-24</a>	amendments by <a href="#">A2006-16</a> as amended by <a href="#">A2006-24</a>
R22 29 Sept 2006	29 Sept 2006– 18 Oct 2006	<a href="#">A2006-40</a>	amendments by <a href="#">A2006-40</a>
R23 19 Oct 2006	19 Oct 2006– 23 Nov 2006	<a href="#">A2006-40</a>	amendments by <a href="#">A2006-40</a>
R24 24 Nov 2006	24 Nov 2006– 1 July 2007	<a href="#">A2006-40</a>	commenced expiry
R25 2 July 2007	2 July 2007– 9 Nov 2007	<a href="#">A2007-8</a>	commenced expiry
R26 10 Nov 2007	10 Nov 2007– 6 May 2007	<a href="#">A2007-8</a>	amendments by <a href="#">A2007-8</a>
R27 7 May 2008	7 May 2008– 28 July 2008	<a href="#">A2008-7</a>	amendments by <a href="#">A2008-7</a>
R28 29 July 2008	29 July 2008– 25 Aug 2008	<a href="#">A2008-22</a>	amendments by <a href="#">A2008-22</a>
R29 26 Aug 2008	26 Aug 2008– 1 Feb 2009	<a href="#">A2008-28</a>	amendments by <a href="#">A2008-28</a>
R30* 2 Feb 2009	2 Feb 2009– 5 Mar 2009	<a href="#">A2008-37</a>	amendments by <a href="#">A2008-36</a> and <a href="#">A2008-37</a>
R31 6 Mar 2009	6 Mar 2009– 6 Mar 2009	<a href="#">A2009-7</a>	amendments by <a href="#">A2009-7</a>
R32 7 Mar 2009	7 Mar 2009– 28 Sept 2009	<a href="#">A2009-7</a>	commenced expiry
R33 29 Sept 2009	29 Sept 2009– 21 Dec 2009	<a href="#">A2009-19</a>	amendments by <a href="#">A2009-19</a>

## Endnotes

### 5 Earlier republications

<b>Republication No and date</b>	<b>Effective</b>	<b>Last amendment made by</b>	<b>Republication for</b>
R34 22 Dec 2009	22 Dec 2009– 28 Feb 2011	<a href="#">A2009-44</a>	amendments by <a href="#">A2009-44</a>
R35* 1 Mar 2011	1 Mar 2011– 30 June 2011	<a href="#">A2010-32</a>	amendments by <a href="#">A2010-32</a>
R36 1 July 2011	1 July 2011– 20 Sept 2011	<a href="#">A2011-22</a>	amendments by <a href="#">A2011-22</a>
R37 21 Sept 2011	21 Sept 2011– 28 Feb 2012	<a href="#">A2011-28</a>	amendments by <a href="#">A2011-28</a>
R38 29 Feb 2012	29 Feb 2012– 29 Mar 2012	<a href="#">A2011-31</a>	amendments by <a href="#">A2011-31</a>
R39 30 Mar 2012	30 Mar 2012– 4 June 2012	<a href="#">A2011-41</a>	amendments by <a href="#">A2011-41</a>
R40 5 June 2012	5 June 2012– 3 Mar 2013	<a href="#">A2012-21</a>	amendments by <a href="#">A2012-21</a>
R41* 4 Mar 2013	4 Mar 2013– 11 Nov 2013	<a href="#">A2013-7</a>	amendments by <a href="#">A2013-7</a>
R42 12 Nov 2013	12 Nov 2013– 24 Nov 2013	<a href="#">A2013-45</a>	amendments by <a href="#">A2013-45</a>
R43 25 Nov 2013	25 Nov 2013– 16 Nov 2014	<a href="#">A2013-45</a>	amendments by <a href="#">A2013-44</a>
R44 17 Nov 2014	17 Nov 2014– 16 Apr 2015	<a href="#">A2014-49</a>	amendments by <a href="#">A2014-49</a>
R45 17 Apr 2015	17 Apr 2015– 12 Nov 2015	<a href="#">A2015-6</a>	amendments by <a href="#">A2015-6</a>
R46 13 Nov 2015	13 Nov 2015– 8 Mar 2017	<a href="#">A2015-42</a>	amendments by <a href="#">A2015-42</a>
R47 9 Mar 2017	9 Mar 2017– 30 Apr 2017	<a href="#">A2017-4</a>	amendments by <a href="#">A2017-4</a>
R48 1 Mar 2017	1 Mar 2017– 23 Aug 2017	<a href="#">A2017-10</a>	amendments by <a href="#">A2016-42</a> as amended by <a href="#">A2017-10</a>

<b>Republication No and date</b>	<b>Effective</b>	<b>Last amendment made by</b>	<b>Republication for</b>
R49 24 Aug 2017	24 Aug 2017– 13 Sept 2017	<a href="#">A2017-10</a>	amendments by <a href="#">A2016-50</a> and <a href="#">A2017-5</a>
R49A 14 Sept 2017	14 Sept 2017– 10 Oct 2017	<a href="#">A2017-32</a>	retrospective amendments by <a href="#">A2017-32</a>
R50 11 Oct 2017	11 Oct 2017– 23 Feb 2018	<a href="#">A2017-28</a>	amendments by <a href="#">A2017-28</a>
R50 (RI) 7 Nov 2017	11 Oct 2017– 23 Feb 2018	<a href="#">A2017-28</a>	reissued for retrospective amendments made by <a href="#">A2017-32</a>
R51 24 Feb 2018	24 Feb 2018– 6 May 2018	<a href="#">A2017-32</a>	amendments by <a href="#">A2017-32</a>

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