



Australian Capital Territory

Residential Tenancies Act 1997

A1997-84

Republication No 77

Effective: 12 December 2023 – 9 December 2024

Republication date: 12 December 2023

Last amendment made by [A2023-57](#)

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 12 December 2023. It also includes any commencement, amendment, repeal or expiry affecting this republished law to 12 December 2023.

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

Kinds of republications

The Parliamentary Counsel's Office prepares 2 kinds of republications of ACT laws (see the ACT legislation register at www.legislation.act.gov.au):

- 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). 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 \$160 for an individual and \$810 for a corporation (see *Legislation Act 2001*, s 133).



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Australian Capital Territory

Residential Tenancies Act 1997

An Act relating to residential tenancies and occupancy agreements

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.legislation.gov.au.

4A Objects of Act

In recognition of the importance of stable and secure housing for people in the ACT community, the main objects of this Act are to—

- (a) define the rights and obligations of tenants and lessors under residential tenancy agreements; and
- (b) set out minimum contractual requirements for occupancy agreements; and

- (c) enable prospective tenants and occupants to make informed choices; and
- (d) ensure that parties to residential tenancy agreements and occupancy agreements can easily access suitable, low cost, informal and timely ways to enforce their rights under those agreements; and
- (e) protect parties to residential tenancy agreements and occupancy agreements from unfair practices; and
- (f) facilitate the availability of stable and secure housing in the ACT.

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.

6AA **Who is a *co-tenant*?**

A person is a *co-tenant* under a residential tenancy agreement if the person is 1 of 2 or more tenants under the agreement.

Note Section 35C sets out how a person can become a new co-tenant under an existing residential tenancy agreement.

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

- (1) An agreement is a *residential tenancy agreement* if—
 - (a) under the agreement—
 - (i) a person gives someone else (the *tenant*) a right to occupy stated premises; and
 - (ii) the premises are for the tenant to use as a home (whether or not together with other people); and
 - (iii) the right is given for value; and
 - (b) the agreement is not an occupancy agreement under section 71C.

- (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).

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 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).

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 Terms included in residential tenancy agreements

- (1) A residential tenancy agreement for premises—
 - (a) is taken to contain the standard residential tenancy terms set out in schedule 1—
 - (i) for a fixed term agreement—as in force on the day the parties enter into the agreement; or
 - (ii) for a periodic agreement—as in force from time to time; and
 - (b) is taken to contain the public housing termination clauses if the lessor is the housing commissioner; and
 - (c) is taken to contain the temporary housing assistance termination clauses if—
 - (i) the lessor is the housing commissioner; and
 - (ii) the tenant is receiving temporary housing assistance for the premises; and
 - (d) is taken to contain the community housing provider termination clause if—
 - (i) the lessor is a registered community housing provider; and
 - (ii) the premises are owned by another person; and
 - (iii) the registered community housing provider leases the premises to the tenant under an agreement with the owner; and

- (e) is taken to contain the subsidised accommodation clauses if—
 - (i) either—
 - (A) the lessor or an entity acting on the lessor’s behalf is a registered community housing provider; or
 - (B) the lessor or the owner of the premises receives government funding or assistance to provide the premises to the tenant; and
 - (ii) paragraphs (b) or (c) (ii) do not apply; and
- (f) is taken to contain the posting termination clause if the lessor and tenant agree to the clause being included; and
- (g) is taken to contain the break lease fee clause if—
 - (i) the agreement is a fixed term agreement; and
 - (ii) the lessor and tenant agree to the clause being included; and
- (h) 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.

Examples—par (e) (i) (B)

- 1 affordable housing provided or managed by a community housing provider
 - 2 accommodation provided in accordance with the National Rental Affordability Scheme
 - 3 specialist disability accommodation
- (2) Despite subsection (1) (a) (i), an amendment of this Act (other than an amendment to the standard residential tenancy terms) that affects the operation of the standard residential tenancy terms applies to a fixed term agreement.

(3) To remove any doubt, subsection (1) (a) (ii) applies to a periodic agreement that commences on the expiry of a fixed term agreement.

(4) In this section:

break lease fee clause means the clause in schedule 2, section 2.1.

community housing provider termination clause means the clause in schedule 2, section 2.3.

posting termination clause means the clause in schedule 2, section 2.2.

public housing termination clauses means the clauses in schedule 2, section 2.4.

subsidised accommodation clauses means the clauses in schedule 2, section 2.6.

temporary housing assistance termination clauses means the clauses in schedule 2, section 2.5.

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

10A Meaning of *publish*—div 2.2

In this division:

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.

11 Compliance

- (1) A lessor or tenant, or the agent of a lessor or tenant, must comply with their 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.

11AA Certain special conditions must be advertised

A person commits an offence if—

- (a) the person publishes an advertisement for the lease of residential premises; and
- (b) the proposed residential tenancy agreement for the premises—
- (i) contains a term endorsed by the ACAT under section 10 (Endorsement of inconsistent tenancy terms by ACAT); or
 - (ii) requires the lessor’s consent to keep an animal on the premises; and
- (c) the advertisement does not—
- (i) if paragraph (b) (i) applies—state that the term applies; and
 - (ii) if paragraph (b) (ii) applies—
 - (A) state that consent is required; and
 - (B) if the lessor has prior approval from the ACAT under section 71AF to impose a condition on consent—state that a condition applies.

Maximum penalty: 5 penalty units.

11AAA Adaptable housing—advertising

- (1) A person commits an offence if—
 - (a) the person publishes an advertisement for the lease of premises; and
 - (b) the premises are an adaptable housing dwelling; and
 - (c) the advertisement does not contain a statement that the premises are an adaptable housing dwelling.

Maximum penalty: 5 penalty units.

- (2) An offence against subsection (1) is a strict liability offence.
- (3) In this section:

adaptable housing dwelling—see the *Civil Law (Sale of Residential Property) Act 2003*, dictionary.

11AB Minimum housing standards—advertising and disclosure

- (1) A person commits an offence if—
 - (a) the person publishes an advertisement for the lease of residential premises; and
 - (b) the advertisement does not contain—
 - (i) a statement about whether the premises comply with the minimum housing standards; or
 - (ii) if the premises are exempt from complying with a minimum housing standard—a statement that the premises are exempt.

Maximum penalty: 5 penalty units.

- (2) Subsection (1) does not apply if the person has a reasonable excuse.

Note The defendant has an evidential burden in relation to the matters mentioned in ss (2), (4) and (5) (see *Criminal Code*, s 58).

- (3) A person commits an offence if—
- (a) the person publishes an advertisement for the lease of residential premises; and
 - (b) the advertisement includes a statement about the premises complying with the minimum housing standards; 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.

11AC Lessor or agent must advertise rental rate for premises

- (1) A person commits an offence if—
- (a) the person publishes an advertisement for the lease of residential premises; and
 - (b) the advertisement does not state the rental rate payable for the premises.

Maximum penalty: 5 penalty units.

- (2) An offence against this section is a strict liability offence.
- (3) In this section:

inclusion, in relation to premises, means property or a right or entitlement that relates to the premises.

Examples—optional extras

access to a basement car park, partial or full furnishing of the premises

rental rate—

- (a) means—
 - (i) a single amount; or
 - (ii) 2 or more single amounts if each single amount relates to an inclusion offered by a lessor and which a tenant may accept to be included under the lease; but
- (b) does not include a range of amounts or a minimum or maximum amount.

11AD Lessor or agent must not solicit rent bidding

- (1) A person commits an offence if the person solicits or invites a tenant to offer a rental rate for premises that is higher than the advertised rental rate for the premises.

Maximum penalty: 20 penalty units.

- (2) However, subsection (1) does not prevent a lessor from accepting an offer from a tenant for a higher rental rate than the advertised rental rate if the offer was made by the tenant without solicitation or invitation from the lessor or another person.
- (3) An offence against this section is a strict liability offence.

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;
- (g) a written statement that contains the following information:
 - (i) if the premises are required to comply with a minimum housing standard—
 - (A) a statement about whether the premises comply; and
 - (B) if the premises do not comply with the standard—the reason why the premises do not comply and the proposed compliance date that the premises must comply with the standard;
 - (ii) if the premises are exempt from complying with a minimum housing standard—the reason for the exemption;
- (h) if the tenant asks—a copy of any record required to be kept by the lessor in accordance with section 19C (Lessor must keep records about minimum housing standards);
- (i) if section 8 (1) (c) applies—a statement explaining that the lessor can terminate the agreement on 26 weeks notice if the tenant does not apply for ongoing housing assistance within 6 weeks after the start of the temporary housing assistance;

(j) if section 8 (1) (e) applies—a copy of any subsidised accommodation eligibility requirements.

(4) In this section:

asbestos advice means an advice notified under the *Dangerous Substances Act 2004*, section 47M.

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.

proposed compliance date, in relation to premises that do not comply with a minimum housing standard, means—

- (a) if a regulation prescribes a period in which the premises must comply—the end of the period; or
- (b) in any other case—1 month after the day the residential tenancy agreement for the premises is entered into.

subsidised accommodation eligibility requirements, in relation to premises under a residential tenancy agreement, means any rule or requirement against which—

- (a) the tenant's eligibility to live in the premises will be assessable during the tenancy; or
- (b) the lessor's or owner's eligibility to receive the government funding or assistance in relation to the premises will be assessable during the tenancy.

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 they are 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) consenting to a co-tenant leaving a residential tenancy agreement under section 35A; or
 - (c) consenting to a person becoming a co-tenant under section 35C; or
 - (d) agreeing to the assignment or transfer of a tenant's rights and obligations under a residential tenancy agreement; or
 - (e) consenting to a tenant entering into, extending or renewing a residential tenancy agreement with a subtenant; or
 - (f) vacating premises; or
 - (g) giving a tenant a key to premises; or

- (h) 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.

Division 2.5 Minimum housing standards

19A Minimum housing standards

- (1) A regulation may prescribe minimum standards for premises made available for occupation under a residential tenancy agreement (the *minimum housing standards*), including in relation to the following matters:
 - (a) physical accessibility;
 - (b) energy efficiency;
 - (c) safety and security;
 - (d) sanitation;
 - (e) amenity.

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

Note The text of an applied, adopted or incorporated law or instrument, whether applied as in force from time to time or at a particular time, is taken to be a notifiable instrument if the operation of the [Legislation Act](#), s 47 (5) or (6) is not disapplied (see s 47 (7)).

19B Lessor's obligations about minimum housing standards

- (1) A lessor must ensure that premises made available for occupation under a residential tenancy agreement comply with the minimum housing standards applying to the premises not later than the proposed compliance date mentioned in section 12 (4).
- (2) If, after entering into a residential tenancy agreement, the lessor becomes aware that the premises do not comply, or no longer comply, with a minimum housing standard applying to the premises, the lessor must ensure the premises comply with the standard as soon as practicable after becoming aware of the noncompliance.

19C Lessor must keep records about minimum housing standards

A lessor must keep the following records for premises made available for occupation under a residential tenancy agreement:

- (a) if the premises are required to comply with a minimum housing standard—evidence that the premises comply;
- (b) if the premises are exempt from complying with a minimum housing standard—evidence supporting the exemption;
- (c) any other record prescribed by regulation.

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 the following sections:
 - (a) 34A (3);
 - (b) 34B (2);
 - (c) 34C (2);
 - (d) 34D (2) and (3);
 - (e) 34E (2);
 - (f) 35 (5).

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
- (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.

- (3) If there are 1 or more co-tenants, the lessor's obligation under subsection (1) is satisfied if the lessor gives the bond release application form to 1 of the co-tenants.

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 are co-tenants, each co-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 are co-tenants, the co-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 are co-tenants—
 - (i) at least 1 of the co-tenants has received a bond release application form from the lessor under section 34; and
 - (ii) the co-tenant making the application has signed the form; but
 - (iii) at least 1 co-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 co-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.

34F Bond release application—discrepancy in named tenant

- (1) This section applies if—
 - (a) a lessor or tenant makes a bond release application to the Territory in relation to a residential tenancy agreement; and
 - (b) the name of a tenant in the bond release application does not match the name of the tenant that has been notified to the Territory under—
 - (i) section 23 (3) (b) (Deposit of bond by lessor); or
 - (ii) section 24 (1) (b) (Deposit of bond by tenant); or
 - (iii) section 35B (2) (b) (Repayment of bond to leaving co-tenant); or
 - (iv) section 35F (2) (b) (Payment of bond by new co-tenant).
- (2) The Territory may refer the bond release application to the ACAT.
- (3) If a bond release application is referred to the ACAT, the ACAT must—
 - (a) decide who is entitled to receive the released bond; and
 - (b) make an order directing the Territory to release the bond in accordance with the decision.

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) The referral of the application and notice of dispute is taken to be an application to the ACAT about a tenancy dispute.
- (4) 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.
- (5) 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 3A Co-tenancies

35A Co-tenant may leave residential tenancy agreement

- (1) A co-tenant (the *leaving co-tenant*) may stop being a party to a residential tenancy agreement only—
 - (a) with the consent of the lessor and each remaining co-tenant under the agreement; or
 - (b) by order of the ACAT under section 35G (1) (a) or (d).
- (2) For subsection (1) (a), the leaving co-tenant must seek the consent of the lessor and each remaining co-tenant—
 - (a) by notice in writing (the *consent application*); and
 - (b) at least 21 days before the day the leaving co-tenant intends to stop being a party to the residential tenancy agreement (the *proposed leaving day*).
- (3) The lessor and each remaining co-tenant—
 - (a) if the proposed leaving day is during the term of a fixed term agreement—may refuse consent whether or not it is reasonable to do so; but
 - (b) if the residential tenancy agreement is a periodic agreement on the proposed leaving day—must not unreasonably refuse consent.
- (4) For subsection (1) (a), the lessor and a remaining co-tenant is taken to consent if—
 - (a) they do not respond to the leaving co-tenant within 21 days after receiving the consent application; and
 - (b) in the circumstances mentioned in subsection (3) (b)—they do not apply to the ACAT, within 21 days after receiving the consent application, for an order under section 35G (1) (b) or (2) to refuse consent.

- (5) If consent is given to the leaving co-tenant stopping being a party to a residential tenancy agreement—
 - (a) the agreement continues between the lessor and the remaining co-tenants; and
 - (b) the leaving co-tenant's rights and obligations under the agreement end.
- (6) For subsection (5), a co-tenant stops being a party to a residential tenancy agreement on—
 - (a) the proposed leaving day or any other day agreed between the parties; or
 - (b) if the ACAT makes an order mentioned in subsection (1) (b)—the day stated in the order.

35B Repayment of bond to leaving co-tenant

- (1) This section applies if—
 - (a) a co-tenant (the *leaving co-tenant*) stops being a party to a residential tenancy agreement—
 - (i) under section 35A; or
 - (ii) because of an ACAT order under section 35G (1) (a), (c) (ii) or (d); and
 - (b) a bond is held in relation to the agreement; and
 - (c) the leaving co-tenant paid some or all of the bond in relation to the agreement; and
 - (d) 1 or more of the remaining co-tenants continue to be a party to the agreement.

- (2) The remaining co-tenants must, not more than 14 days after the day the leaving co-tenant stops being a party to the residential tenancy agreement—
- (a) pay to the leaving co-tenant an amount equal to the bond paid by the leaving co-tenant under the agreement; and
 - (b) notify the Territory that the leaving co-tenant has been paid under paragraph (a).
- (3) The remaining co-tenants may deduct from that amount—
- (a) any portion of rent unpaid by the leaving co-tenant; and
 - (b) other reasonable costs in relation to the premises.
- Example—reasonable costs**
for damage caused to the premises by the leaving co-tenant
- (4) A leaving co-tenant is not entitled to payment of any other amount of the bond under the residential tenancy agreement.
- (5) Subsection (2) does not apply if the amount that may be deducted under subsection (3) is more than the amount of the bond paid by the leaving co-tenant.
- (6) A leaving co-tenant may apply to the ACAT for resolution of a dispute in relation to subsection (2) or (3) as a tenancy dispute even if the leaving co-tenant has stopped being a party to the residential tenancy agreement.

Note The ACAT may make orders requiring the payment of an amount to a person—see s 83 (1) (c).

35C Becoming a co-tenant under existing residential tenancy agreement—generally

- (1) This section applies if—
- (a) a tenant under a residential tenancy agreement (an *existing tenant*) wants another person (a *new person*) to become a co-tenant under the agreement; and

- (b) the premises are not a social housing dwelling or crisis accommodation.
- (2) To remove any doubt, this section does not apply to the grant by an existing tenant of a sub-tenancy or a bare licence to occupy the premises.
- Example—bare licence**
- Ollie is a tenant in a house under a residential tenancy agreement. Ollie’s brother, Loki, is going overseas and needs a place to stay for 2 weeks. Ollie has said that Loki could stay in the spare room until he goes.
- (3) The new person may only become a co-tenant under the residential tenancy agreement—
- (a) if the existing tenant obtains the consent of the lessor and any other existing tenant; or
 - (b) if the existing tenant makes an application to the ACAT under section 35D.
- (4) For subsection (3) (a), the existing tenant must seek the consent of the lessor and any other existing tenant—
- (a) by notice in writing (the *consent application*); and
 - (b) at least 14 days before the day it is proposed the new person will become a co-tenant under the residential tenancy agreement (the *proposed joining day*).
- (5) The lessor must—
- (a) not unreasonably refuse consent; and
 - (b) if the lessor refuses consent—tell the existing tenant and the new person, in writing, the reason for refusing consent.
- (6) For subsection (3) (a), the lessor and any other existing tenant are taken to consent if they do not respond within 14 days after receiving the consent application.

- (7) If consent is given to the new person becoming a co-tenant under the residential tenancy agreement—
- (a) the agreement continues with the new person becoming a co-tenant with the existing tenants; and
 - (b) the existing tenants must give the new person a copy of the condition report for the premises not later than the day after they become a co-tenant.
- (8) For subsection (7), the new person becomes a co-tenant on the proposed joining day or any other day agreed between the parties.

35D Co-tenancy on application to ACAT

- (1) This section applies if—
- (a) an existing tenant has made a consent application for a new person to become a co-tenant under a residential tenancy agreement; and
 - (b) the lessor has refused consent under section 35C; and
 - (c) no other existing tenant has refused consent under section 35C.
- (2) The existing tenant may apply to the ACAT for a declaration under section 35G (1) (c) (i) that the lessor's refusal to consent was unreasonable (a *declaration application*).
- (3) If the existing tenant makes a declaration application—
- (a) the new person becomes a co-tenant under the residential tenancy agreement on the day the application is made; and
 - (b) the agreement continues with the new person becoming a co-tenant with the existing tenants; and

- (c) the existing tenants must give the new person a copy of the condition report for the premises not later than the day after they become a co-tenant.

Note The ACAT may subsequently order that the new person stop being a co-tenant under the residential tenancy agreement (see s 35G (1) (c) (ii)).

- (4) The lessor may make an application to the ACAT for an order under section 35G (1) (c) (ii) that the new person stop being a co-tenant under the residential tenancy agreement if—
 - (a) the existing tenant has made a declaration application; and
 - (b) the declaration application is—
 - (i) discontinued by the applicant; or
 - (ii) otherwise not yet decided by the ACAT.
- (5) If the ACAT makes an order mentioned in section 35G (1) (c) (ii)—
 - (a) the new person—
 - (i) stops being a party to the residential tenancy agreement on the day the order is made; and
 - (ii) must leave the premises the subject of the residential tenancy agreement within 21 days after the order is made; and
 - (b) the agreement continues between the lessor and the remaining co-tenants; and
 - (c) the new person's rights and obligations under the agreement end; and
 - (d) section 35B applies to the new person as if the new person had stopped being a party to the agreement under section 35A.

(6) In this section:

consent application—see section 35C (4) (a).

existing tenant—see section 35C (1) (a).

new person—see section 35C (1) (a).

35E **Becoming a co-tenant under existing residential tenancy agreement—social housing dwelling and crisis accommodation**

- (1) This section applies if the lessor and each tenant (the *existing tenants*) under a residential tenancy agreement in relation to a social housing dwelling or crisis accommodation consent to another person becoming a co-tenant under the agreement.
- (2) The residential tenancy agreement continues with the other person becoming a co-tenant with the existing tenants.
- (3) The existing tenants must give the other person a copy of the condition report for the premises not later than the day after they become a co-tenant.
- (4) For subsections (2) and (3), a person becomes a co-tenant on the day agreed between the parties.

35F **Payment of bond by new co-tenant**

- (1) This section applies if—
 - (a) a person (the *new co-tenant*) becomes a new co-tenant under a residential tenancy agreement under section 35C, section 35D or section 35E; and
 - (b) a bond is held in relation to the agreement; and
 - (c) 1 or more of the other co-tenants (the *other co-tenants*) continue to be a tenant under the agreement.

- (2) The new co-tenant must, not more than 14 days after the day they become a co-tenant under the residential tenancy agreement—
 - (a) pay to the other co-tenants the new co-tenant's share of the bond under the agreement; and
 - (b) notify the Territory that the new co-tenant has paid their share of the bond.

35G ACAT orders—co-tenancy matters

- (1) On application by a co-tenant under a residential tenancy agreement, the ACAT may—
 - (a) if consent required under section 35A (1) (a) is refused—order that a co-tenant may stop being a party to the agreement under section 35A; or
 - (b) order that the co-tenant may refuse consent for a co-tenant to stop being a party to the agreement under section 35A; or
 - (c) for an application made under section 35D—
 - (i) declare that the lessor's refusal to consent to the new person becoming a co-tenant under the residential tenancy agreement was unreasonable; or
 - (ii) order that the new person stop being a party to the residential tenancy agreement; or
 - (d) order that—
 - (i) a co-tenant must stop being a party to the agreement within a stated period (being a period not less than 3 weeks after the order is made); and
 - (ii) the agreement continues between the lessor and the remaining co-tenants; and
 - (iii) the co-tenant's rights and obligations under the agreement end; or

- (e) make any other order in relation to an order mentioned in paragraphs (a) to (d) that the ACAT considers appropriate.

Examples—par (e)

- 1 order for payment of a co-tenant's share of utility costs
 - 2 order for payment of reasonable costs for damage caused to premises by a co-tenant
- (2) On application by a lessor under a residential tenancy agreement, the ACAT may order that the lessor may refuse consent for a co-tenant to stop being a party to the agreement under section 35A (4) (b).
- (3) In making an order under subsection (1) (c), the ACAT must consider whether the lessor's refusal to consent to the new person becoming a co-tenant under the residential tenancy agreement is reasonable in the circumstances, including having regard to the following:
- (a) whether the premises would become overcrowded if the new person were to become a co-tenant under the residential tenancy agreement;
 - (b) whether the new person is included on a residential tenancy database;
 - (c) if the residential tenancy agreement is for a particular purpose—whether the new person meets the requirements of, or is suitable having regard to, the purpose of the residential tenancy agreement;
 - (d) if the residential tenancy agreement is an agreement mentioned in section 6C—whether the new person will not be occupying the premises under the terms and conditions of the person's employment.
- (4) In this section:
- existing tenant*—see section 35C (1) (a).
- new person*—see section 35C (1) (a).

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 party serves a termination notice in accordance with the standard residential tenancy terms and the tenant vacates the premises in accordance with the notice;
 - (c) if a tenant terminates an agreement under section 46A because the tenant has accepted aged care or social housing accommodation;
 - (d) if the ACAT terminates an agreement under division 4.3, division 4.4 or division 6.5A;
 - (e) 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, division 4.5, division 6.5 or division 6.5A;
 - (f) if the tenant abandons the premises that are the subject of the agreement;
 - (g) if a person takes action in accordance with section 64;
 - (h) 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;
 - (i) if the tenant and the lessor are the same person;

- (j) 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 posting termination clause—a party to the agreement terminates the agreement in accordance with the clause.

- (2) In this section:

posting termination clause means the clause in schedule 2, section 2.2.

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 Warrant—termination and possession order

On application by a lessor, the registrar must issue a warrant for the eviction of a tenant if—

- (a) the ACAT has made a termination and possession order in relation to the tenant; and
- (b) the tenant fails to vacate the premises in accordance with the order.

Note The ACAT must also direct the registrar to issue a warrant for the eviction of a tenant if it makes a termination and possession order under s 49C.

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.

- (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.

45A Threats, harassment, intimidation or abuse by lessor etc

- (1) This section applies if a tenant believes that the lessor has engaged in any of the following conduct against a tenant or related person:
- (a) conduct that is threatening, intimidating, harassing or abusive;
- (b) conduct that the tenant or related person is reasonably likely to find threatening, intimidating, harassing or abusive.
- (2) The tenant may apply to the ACAT for an order terminating the residential tenancy agreement.
- (3) The tenant must, not later than 7 days before making an application under subsection (2), give the lessor written notice that includes the details of the conduct mentioned in subsection (1) that the tenant believes the lessor has engaged in.

- (4) On receiving an application under subsection (2), the registrar must list the hearing before the ACAT not earlier than 14 days after the day the tenant gives the lessor notice in accordance with subsection (3).
- (5) The ACAT may—
 - (a) terminate a residential tenancy agreement if satisfied that—
 - (i) the lessor has engaged in the conduct mentioned in subsection (1); and
 - (ii) at least 14 days has passed since the tenant gave the lessor notice in accordance with subsection (3); and
 - (iii) it is appropriate to make the order; and
 - (b) make any other order the ACAT considers appropriate.
- (6) In deciding whether it is appropriate to terminate the agreement, the ACAT must take the following into account:
 - (a) the nature, frequency and duration of the conduct;
 - (b) the circumstances of the conduct, including any behaviour of the tenant or related person;
 - (c) whether the conduct is likely to continue;
 - (d) whether the lessor has—
 - (i) stopped the conduct; or
 - (ii) agreed to stop the conduct and is reasonably likely to stop the conduct in accordance with the agreement;
 - (e) any family violence order or protection order made against the lessor by the Magistrates Court;

- (f) any order under a law of a State or a foreign country that has the same effect, or substantially the same effect, as an order mentioned in paragraph (e);

Note *State* includes the Northern Territory (see [Legislation Act](#), dict, pt 1).

- (g) the effect of the conduct on the tenant and any related person;
(h) whether any other order under this Act is reasonably available;

Example

an order under s 83

- (i) any other matter the ACAT considers relevant.

- (7) In this section:

lessor includes an agent or representative of the lessor.

related person means—

- (a) a person who lives at the premises; or
(b) a family member of the tenant.

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.

46AA Termination of agreement for failure to comply with minimum housing standards

- (1) On application by a tenant, the ACAT may terminate a residential tenancy agreement if satisfied that the lessor has failed to comply with section 19B (Lessor's obligations about minimum housing standards).

- (2) However, the ACAT may refuse to terminate the agreement under subsection (1) if the tenant has failed to provide the lessor with reasonable access in accordance with clause 82 of the standard residential tenancy terms.

46A Termination of agreement for aged care or social housing needs

- (1) This section applies if a tenant under a residential tenancy agreement accepts accommodation in—
- (a) a residential aged care facility; or
 - (b) a social housing dwelling.
- (2) The tenant may, by written notice to the lessor, terminate the agreement.
- (3) The tenant must give the lessor at least 14 days notice of the termination.
- (4) The tenancy ends on the date stated in the notice.

Note The tenant is not liable to pay compensation for the early termination of the agreement (see s 84 (5)).

- (5) In this section:

residential aged care facility means a residential facility that provides residential care within the meaning of the *Aged Care Act 1997* (Cwlth), section 41-3 (Meaning of *residential care*) to residents at the facility.

46B Termination of fixed term agreements if premises for sale

- (1) This section applies in relation to a tenant of premises that are the subject of a fixed term agreement, if the lessor offers the premises for sale and—
 - (a) the sale offer is made within 6 months after the start of the agreement and the lessor did not disclose the intended sale before entering into the agreement; or
 - (b) the lessor requires the tenant to permit access to the premises to allow inspections by a prospective buyer (a *buyer inspection request*) and—
 - (i) the lessor makes more than 1 buyer inspection request; and
 - (ii) a subsequent buyer inspection request is made more than 8 weeks after the day the lessor made the first buyer inspection request.
- (2) The tenant may, by written notice to the lessor, terminate the agreement.
- (3) The tenant must give the lessor at least 14 days notice of the termination.
- (4) The tenancy ends on the date stated in the notice.

Note The tenant is not liable to pay compensation for the early termination of the agreement (see s 84 (5)).

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; and
 - (d) if the application relates to a termination notice served by the lessor in accordance with a community housing provider termination clause, public housing termination clause, subsidised accommodation clause or temporary housing assistance termination clause—the termination is reasonable and proportionate.
- (2) If the ACAT makes a termination and possession order under subsection (1), the ACAT may suspend the operation of the termination and possession order for a stated period of not more than 3 weeks if satisfied that—
- (a) the tenant would suffer significant hardship if the operation of the order was not suspended for the period; and
 - (b) the tenant’s hardship would be greater than the hardship that would be suffered by the lessor if the operation of the order was not suspended for the period; and
 - (c) it is appropriate to suspend the operation of the order for the period.
- (3) For subsection (1) (d), the ACAT must consider the following in deciding whether the termination is reasonable and proportionate:
- (a) the history and length of the tenancy;
 - (b) the functions of the lessor in providing public or subsidised housing, including—
 - (i) if the lessor is the housing commissioner—the objects of the *Housing Assistance Act 2007* and the commissioner’s functions under that Act; and

- (ii) any funding requirements or contractual obligations on the lessor in relation to the provision of subsidised accommodation; and
 - (iii) the lessor's interest in the efficient management of public or subsidised housing (including other premises) provided by the lessor; and
 - (iv) the public interest in the efficient management and availability of public or subsidised housing; and
 - (v) the financial impact on the lessor or owner if the residential tenancy agreement is not terminated;
- (c) the conduct of the tenant and the lessor or owner in relation to matters that are relevant to the notice for termination being served on the tenant;
- (d) any hardship that the tenant will, or is likely to, suffer if the residential tenancy agreement is terminated, including—
- (i) financial hardship; and
 - (ii) difficulties in finding suitable alternative premises; and
 - (iii) any risk of the tenant experiencing a prolonged period of homelessness; and
 - (iv) impacts on the tenant's physical or mental health;
- (e) any other matter the ACAT considers relevant.
- (4) In considering whether to make an order under subsection (1), the ACAT must not—
- (a) if the application relates to a termination notice served by the lessor in accordance with a public housing termination clause requiring the tenant to transfer to another public housing dwelling—review the housing commissioner's decision to require the tenant to transfer to another public housing dwelling; or

- (b) if the application relates to a termination notice served by the lessor in accordance with a public housing termination clause because the housing commissioner decides to stop giving housing assistance to the tenant—review the housing commissioner’s decision to stop giving housing assistance to the tenant.
- (5) To remove any doubt, subsection (4) does not limit the operation of the *Human Rights Act 2004*, section 40C (2) (b).
- (6) In this section:

community housing provider termination clause means the clause in schedule 2, section 2.3.

public housing termination clause means a clause in schedule 2, section 2.4.

subsidised accommodation clause means a clause in schedule 2, section 2.6.

temporary housing assistance termination clause means a clause in schedule 2, section 2.5.

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 (1) (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.

- (3) For subsection (1) (a) (i), if the application is about the use of premises for an illegal purpose, the ACAT must also be satisfied that—
- (a) the tenant has used the premises, or permitted the premises to be used, for an illegal purpose; and
 - (b) the illegal use justifies the termination of the tenancy.
- (4) For subsection (3), the matters the ACAT may consider include the following:
- (a) the nature of the illegal use;
 - (b) any previous illegal use;
 - (c) the previous history of the tenancy.

49 Failure to pay rent—termination and possession order

- (1) This section applies if—
- (a) a tenant has failed to pay rent that has become payable under a residential tenancy agreement; and
 - (b) the lessor has served a termination notice on the tenant because of the tenant's failure to pay rent; and
 - (c) the tenant has not vacated the premises in accordance with the notice.
- (2) The lessor may apply to the ACAT for a termination and possession order.
- (3) The ACAT may—
- (a) make a termination and possession order; or
 - (b) make a payment order; or

- (c) refuse to make a termination and possession order or payment order if—
 - (i) 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
 - (ii) the ACAT considers it just and appropriate to do so.
- (4) If the ACAT makes a termination and possession order, it may suspend the order for a stated period of not more than 3 weeks if satisfied that—
 - (a) were the order not suspended for the stated period, the tenant would suffer significant hardship; and
 - (b) the tenant’s hardship would be greater than the hardship that would be suffered by the lessor if the order were suspended for the stated period.

49A Failure to pay rent—payment order

- (1) This section applies if a lessor applies to the ACAT for a termination and possession order under section 49 (2).
- (2) Instead of making a termination and possession order, the ACAT may make an order (a *payment order*) requiring the tenant to pay 1 or both of the following:
 - (a) the rent, or a stated part of the rent, that has become payable;
 - (b) future rent as it becomes payable.
- (3) The ACAT must not make a payment order unless satisfied—
 - (a) the tenant is reasonably likely to make the payments required under the order; and

- (b) if the payment order does not include a requirement to pay rent, or a stated part of rent, that has become payable as mentioned in subsection (2) (a)—
 - (i) the lessor has made more than 2 applications for a termination and possession order under section 49 (2) in the 12-month period immediately before the day the ACAT makes the order; and
 - (ii) it is in the interests of justice to do so.
- (4) If the ACAT makes a payment order for part of the rent that has become payable, the ACAT may also make an order under section 83 (1) (c) for payment of the remaining part.
- (5) A payment order—
 - (a) expires on the date stated in the order (which must not be more than 1 year after the day the order is made); and
 - (b) must state that if the tenant fails to comply with the payment order, the lessor may apply for a termination and possession order under section 49B.
- (6) On application to the ACAT, an order under this section may be varied if—
 - (a) both parties agree to the variation; and
 - (b) the variation does not postpone the expiry date of the order; and
 - (c) the ACAT considers it just and appropriate to vary the order.

49B Failure to comply with payment order

- (1) This section applies if—
 - (a) the tenant has failed to comply with a payment order in the last 60 days; and

- (b) the order has not expired; and
 - (c) the tenant continues to live at the premises.
- (2) The lessor may apply to the registrar for a termination and possession order.
- (3) On receiving an application for a termination and possession order, 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 tenant; and
 - (b) give notice to the tenant stating—
 - (i) that an application for a termination and possession order has been made; and
 - (ii) the time when, and the place where, the application is to be heard; and
 - (iii) that the tenant should seek legal advice about the application if the tenant wants to continue to live at the premises.
- (4) If the lessor does not apply to the ACAT under subsection (2), the payment order, residential tenancy agreement and any debt under the residential tenancy agreement is not affected.

49C Hearing of application—failure to comply with payment order

- (1) After considering an application under section 49B and hearing the parties who attend the hearing, the ACAT must—
- (a) make a termination and possession order; or
 - (b) refuse to make a termination and possession order.

- (2) If the ACAT makes a termination and possession order, the ACAT—
 - (a) must direct the registrar to issue a warrant for the eviction of the tenant; and
 - (b) may make an order to pay any unpaid rent that is payable.
- (3) If the ACAT refuses to make a termination and possession order, the ACAT may—
 - (a) confirm the payment order; or
 - (b) make another payment order; or
 - (c) set aside the payment order.
- (4) If the ACAT makes a termination and possession order, it may suspend the order for a stated period of not more than 3 weeks if satisfied that—
 - (a) were the order not suspended for the stated period, the tenant would suffer significant hardship; and
 - (b) the tenant's hardship would be greater than the hardship that would be suffered by the lessor if the order were suspended for the stated period.

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.

51A Threats, harassment, intimidation or abuse by tenant

- (1) This section applies if a lessor believes that a tenant has engaged in any of the following conduct against a lessor or related person:
 - (a) conduct that is threatening, intimidating, harassing or abusive;
 - (b) conduct that the lessor or related person is reasonably likely to find threatening, intimidating, harassing or abusive.
- (2) The lessor may apply to the ACAT for a termination and possession order.
- (3) The lessor must, not later than 14 days before making an application under subsection (2), give the tenant written notice that includes the details of the conduct mentioned in subsection (1) that the lessor believes the tenant has engaged in.
- (4) On receiving an application for a termination and possession order, the registrar must list the hearing before the ACAT not earlier than 21 days after the day the lessor gives the tenant notice in accordance with subsection (3).

- (5) The ACAT may make—
- (a) a termination and possession order if satisfied that—
 - (i) the tenant has engaged in the conduct mentioned in subsection (1); and
 - (ii) at least 21 days has passed since the lessor gave the tenant notice in accordance with subsection (3); and
 - (iii) it is appropriate to make the order; and
 - (b) any other order the ACAT considers appropriate.
- (6) If the ACAT makes a termination and possession order under subsection (5) (a), the ACAT may suspend the operation of the termination and possession order for a stated period of not more than 21 days if satisfied that—
- (a) the tenant would suffer significant hardship if the operation of the order was not suspended for the period; and
 - (b) the tenant's hardship would be greater than the hardship that would be suffered by the lessor if the operation of the order was not suspended for the period; and
 - (c) it is appropriate to suspend the operation of the order for the period.
- (7) In deciding whether it is appropriate to make a termination and possession order, the ACAT must take the following into account:
- (a) the nature, frequency and duration of the conduct;
 - (b) the circumstances of the conduct, including any behaviour of the lessor or related person;
 - (c) whether the conduct is likely to continue;

- (d) whether the tenant has—
 - (i) stopped the conduct; or
 - (ii) agreed to stop the conduct and is reasonably likely to stop the conduct in accordance with the agreement;
- (e) any family violence order or protection order made against the tenant or another person living at the premises by the Magistrates Court;
- (f) any order under a law of a State or a foreign country that has the same effect, or substantially the same effect, as an order mentioned in paragraph (e);

Note **State** includes the Northern Territory (see [Legislation Act](#), dict, pt 1).

- (g) the effect of the conduct on the lessor;
- (h) whether any other order under this Act is reasonably available;

Example

an order under s 83

- (i) any other matter the ACAT considers relevant.

- (8) In this section:

related person means—

- (a) an agent or representative of the lessor; or
- (b) a family member of the lessor.

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 co-tenancy, 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, in contravention of the standard residential tenancy terms, to—
 - (i) consent to a person to become a co-tenant; or
 - (ii) assign or sublet the premises; and
 - (b) the purported co-tenancy, 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 co-tenancy, 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 co-tenant, 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 co-tenant, assignee or sublessee to vacate the premises by a day specified in the order, by which the purported co-tenant, 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 co-tenant, 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 ACAT is satisfied that—
 - (i) 1 or more of the following happened:
 - (A) the tenant applied to the ACAT for an order in relation to the lessor;
 - (B) the tenant complained to a government entity in relation to the lessor;
 - (C) the tenant took reasonable action to secure or enforce the tenant's rights;

Example

the tenant sought legal advice or mediation

- (D) the ACAT made an order in favour of the tenant against the lessor;
 - (E) the tenant published information, or disclosed information that was published, about the premises, the residential tenancy agreement, or the lessor; and
- (ii) for the event mentioned in subparagraph (i) (E)—the tenant did not, knowingly or recklessly, publish or disclose information that was false or misleading; and
 - (iii) the lessor was motivated to apply for the termination and possession order because of an event mentioned in subparagraph (i).
- (2) The ACAT must not make the termination and possession order.
 - (3) In this section:
 - information* includes an allegation, complaint or opinion.
 - publish* includes communicate.

Division 4.5 Defective termination notices

58 Lessor's defective termination notice if tenant vacates

- (1) This section applies if—
 - (a) the lessor purports to give a termination notice to a tenant; and
 - (b) the notice is a defective termination notice; and
 - (c) the tenant vacates the premises in accordance with the defective termination notice.
- (2) The residential tenancy agreement terminates on the day the tenant vacates the premises.

- (3) If a tenant vacates premises in accordance with a defective termination notice (other than a notice that was defective because it was not given to the tenant in accordance with this Act), the former tenant may apply to the ACAT for either or both of the following orders:
 - (a) an order for compensation for wrongful eviction;
 - (b) an order for reinstatement as tenant in possession of the premises.
- (4) The ACAT must not make an order mentioned in subsection (3) (b) unless satisfied that—
 - (a) the premises are vacant; and
 - (b) the lessor has not entered into a residential tenancy agreement with another tenant; and
 - (c) it is appropriate to make the order.

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

- (1) This section applies if—
 - (a) a lessor purports to give a termination notice to a tenant; and
 - (b) the notice is a defective termination notice for any reason, other than because it is not given in accordance with this Act.
- (2) The lessor may apply to the ACAT for—
 - (a) an order correcting the defect; and
 - (b) a termination and possession order.
- (3) The ACAT must not make an order under subsection (2) unless satisfied that the defective termination notice 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 not been a defective termination notice.

60 Tenant's defective termination notice

- (1) This section applies if—
 - (a) a tenant purports to give a termination notice to the lessor; and
 - (b) the notice is a defective termination notice; and
 - (c) the tenant vacates the premises in accordance with the defective termination notice.
- (2) The residential tenancy agreement terminates on the day the tenant vacates the premises.
- (3) On application by the former lessor, the ACAT may make an order for compensation for the former tenant's abandonment of the premises.
- (4) However, the ACAT may only make the order if satisfied the former lessor is not in a significantly worse position because of the defective termination notice than the former lessor would have been had the notice not been defective.

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.

- (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

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.

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

- (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.

64AC No new residential tenancy agreements etc for affected residential premises

- (1) This section applies in relation to affected residential premises that are included in the affected residential premises register.
- (2) Despite any other provision in this Act, a residential tenancy agreement for the premises entered into on or after 1 July 2020 is void.
- (3) Despite any other provision in this Act, the assignment or subletting of the premises entered into on or after 1 July 2020 is void.
- (4) Despite any other provision in this Act, an occupancy agreement for the premises entered into on or after 1 July 2020 is void.
- (5) Despite any other provision in this Act, a person may apply to the ACAT for an order for the following:
 - (a) that the lessor of the premises pay the person compensation for money paid by the person under a residential tenancy agreement, or an assigned residential tenancy agreement, that is void under this section;
 - (b) that the tenant of the premises pay the person compensation for the money paid by the person under an agreement to sublet the premises that is void under this section;
 - (c) that the grantor of an occupancy agreement for the premises pay the person compensation for the money paid by the person under the agreement that is void under this section.

64AD Disallowing retaliatory notices to vacate

- (1) This section applies if—
 - (a) a lessor has given a termination notice to the tenant in accordance with this Act and the standard residential tenancy terms; and

(b) the tenant makes an application for an order disallowing the termination notice before the end of the notice period stated in the notice; and

(c) the ACAT is satisfied that—

(i) 1 or more of the following happened:

(A) the tenant applied to the ACAT for an order in relation to the lessor;

(B) the tenant complained to a government entity in relation to the lessor;

(C) the tenant took reasonable action to secure or enforce the tenant's rights;

Example

the tenant sought legal advice or mediation

(D) the ACAT made an order in favour of the tenant against the lessor;

(E) the tenant published information, or disclosed information that was published, about the premises, the residential tenancy agreement, or the lessor; and

(ii) for the circumstance mentioned in subparagraph (i) (E)—the tenant did not, knowingly or recklessly, publish or disclose information that was false or misleading; and

(iii) the lessor was motivated to give the tenant the termination notice because of an event mentioned in subparagraph (i).

(2) The ACAT must make an order disallowing the termination notice.

(3) In this section:

information includes an allegation, complaint or opinion.

publish includes communicate.

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.

64B Limitation on rent increases

- (1) A lessor may increase the rental rate under a residential tenancy agreement by an amount that is more than the amount prescribed by regulation only if—
 - (a) the residential tenancy agreement allows the lessor to increase the rental rate by the amount; or
 - (b) after the lessor gives notice under subsection (2), the tenant agrees, in writing, to the increase; or
 - (c) the lessor obtains the ACAT's prior approval.
- (2) For subsection (1) (b), the lessor must give the tenant a written notice stating—
 - (a) the day the proposed increase takes effect (being a day at least 8 weeks after the day the notice is given); and
 - (b) the amount of the proposed increase; and
 - (c) whether the amount of the proposed increase is more than the amount prescribed under subsection (1); and
 - (d) if the proposed increase is more than the amount prescribed under subsection (1)—that if the tenant does not agree to the increase, the lessor may only make the proposed increase with the prior approval of the ACAT.

64C Tenant may apply for review

- (1) A tenant may apply to the ACAT for review of a proposed rental rate increase.
- (2) An application must be made not less than 2 weeks before the day on which the proposed increase is to come into effect.

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) Subsection (3) applies if—
 - (a) a tenant purports to give a termination notice to the lessor because of a rental rate increase; and
 - (b) the notice is a defective termination notice; and
 - (c) the tenant vacates the premises in accordance with the defective termination notice.
- (3) On application by the former tenant, the ACAT may make an order correcting the defect in the defective termination notice if satisfied that the order would not put the former lessor in a significantly worse position than the former lessor would have been had the notice not been defective.

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.

68 Guideline for orders

- (1) This section applies if an application is made to the ACAT under section 64B (1) (c) or section 64C (1) in relation to a rental rate increase.
- (2) The ACAT must allow a rental rate increase if the increase is allowed under the residential tenancy agreement and is not excessive.
- (3) For subsection (2)—
 - (a) unless the tenant satisfies the ACAT otherwise, a rental rate increase is not excessive if it is equal to or less than the amount prescribed by regulation; and
 - (b) unless the lessor satisfies the ACAT otherwise, a rental rate increase is excessive if it is more than the amount prescribed by regulation.
- (4) 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.
- (5) 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.

68A Orders

The ACAT may make the following orders in relation to an application to allow or to review 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.

69 Effect of orders

- (1) If the ACAT makes an order under section 68A (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 68A (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.

71AAA Rent reduction for lessor's failure to comply with a minimum housing standard

- (1) On application by a tenant, the ACAT may order a reduction in the rental rate payable under a residential tenancy agreement (a *rent reduction order*) if the lessor fails to ensure premises comply with a minimum housing standard in accordance with section 19B.

- (2) However, the ACAT may refuse to make an order under subsection (1) if the tenant has failed to provide the lessor with reasonable access in accordance with clause 82 of the standard residential tenancy terms.
- (3) A rent reduction order—
 - (a) takes effect from the day the premises fail to comply, or no longer comply, with the minimum housing standard, or any later date stated by the ACAT; and
 - (b) remains in force for the period stated 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 a rent reduction order.
- (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 the reduced rental rate in accordance with a purported increase is a debt owing by the lessor to the tenant.

Part 5AA Lessor's consent in certain matters

71AA Definitions—pt 5AA

In this part:

minor modification, to premises under a residential tenancy agreement, means—

- (a) a renovation, alteration or addition that can be removed or undone so that the premises are restored to substantially the same condition as the premises were in at the commencement of the agreement, fair wear and tear excepted; or
- (b) a modification prescribed by regulation.

special modification, to premises under a residential tenancy agreement, means—

- (a) a minor modification; or
- (b) a renovation, alteration or addition for 1 of the following reasons:
 - (i) the safety of the tenant or other people on the premises;
 - (ii) on written recommendation of a health practitioner—to assist a tenant in relation to the tenant's disability;
 - (iii) to improve the energy efficiency of the premises;
 - (iv) to allow access to telecommunications services;
 - (v) the security of the premises, or the tenant or other people on the premises;

(vi) any other reason prescribed by regulation.

Examples—subpar (i)

furniture anchors, child safety gates or fittings

Examples—subpar (ii)

access ramps, safety rails

Examples—subpar (v)

deadlocks, security doors, security alarms

71AB Process for tenant seeking consent—modifications generally

- (1) This section applies if, under a residential tenancy agreement, the tenant is required to obtain the lessor's consent to renovate, or make an alteration or addition to, the premises.
- (2) The tenant may apply, in writing, to the lessor for the lessor's consent.
- (3) The lessor—
 - (a) for a special modification—may refuse consent only if the lessor obtains the ACAT's prior approval; and
 - (b) in any other case—must not unreasonably refuse consent.
- (4) The lessor may impose a reasonable condition on consent.

Example

requiring the proposed renovation, alteration or addition to be done in a stated way to minimise damage to the premises

- (5) For an application under subsection (2) in relation to a special modification, the lessor is taken to consent to the tenant's application unless, within 14 days of receiving the application, the lessor applies to the ACAT under section 71AC.

71AC Lessor to apply to ACAT for refusal—special modifications

- (1) A lessor may apply to the ACAT for an order approving the lessor's refusal of the tenant's application under section 71AB (2) for consent to a special modification.
- (2) The ACAT must—
 - (a) approve the lessor's application; or
 - (b) refuse the lessor's application; or
 - (c) order that the lessor consent to the tenant's application but impose stated conditions on the consent.

Example—par (c)

the work be undertaken by a qualified tradesperson

- (3) The ACAT may make an order under subsection (2) (a) or (c) if satisfied—
 - (a) the lessor would suffer significant hardship; or
 - (b) the special modification would be contrary to a territory law; or
 - (c) the special modification is likely to require modifications to other residential premises or common areas; or
 - (d) the special modification would result in additional maintenance costs for the lessor; or
 - (e) of any other matter prescribed by regulation.

71AD Tenant may apply to ACAT for review of refusal—other modifications

- (1) This section applies if—
 - (a) a tenant makes an application under section 71AB (2) for the lessor's consent to renovate, or make an alteration or addition to, premises; and

- (b) the renovation, alteration or addition is not a special modification; and
 - (c) the lessor refuses to consent to the application.
- (2) The tenant may apply to the ACAT for an order that the lessor unreasonably refused to consent to the application.
- (3) The ACAT must—
- (a) approve the tenant's application; or
 - (b) refuse the tenant's application; or
 - (c) order that the lessor consent to the tenant's application but impose stated conditions on the consent.

Example—par (c)

the work be undertaken by a qualified tradesperson

- (4) In making a decision under subsection (3), the ACAT must consider—
- (a) whether the modification—
 - (i) would cause the lessor to suffer significant hardship; and
 - (ii) would be contrary to a territory law; and
 - (iii) is likely to require modifications to other residential premises or common areas; and
 - (iv) would result in additional maintenance costs for the lessor; and
 - (v) is otherwise reasonable in the circumstances; and
 - (b) any other matter prescribed by regulation.

71AE Process for tenant seeking consent—animals

- (1) This section applies if, under a residential tenancy agreement, the tenant is required to obtain the lessor's consent to keep an animal on the premises.
 - (2) The tenant may apply, in writing, to the lessor for the lessor's consent.
 - (3) The lessor may refuse consent only if the lessor obtains the ACAT's prior approval.
 - (4) The lessor may impose a condition on consent—
 - (a) if the condition is a reasonable condition about—
 - (i) the number of animals kept on the premises; or
 - (ii) the cleaning or maintenance of the premises; or
 - (b) with the prior approval of the ACAT.
- Note* A tenant may apply to the ACAT to resolve a tenancy dispute, including a dispute about whether a condition imposed under s (4) (a) is a reasonable condition (see pt 6).
- (5) The lessor is taken to consent to the tenant's application under subsection (2) unless, within 14 days of receiving the application, the lessor applies to the ACAT under section 71AF.

71AF Lessor to apply to ACAT for refusal—animals

- (1) A lessor may apply to the ACAT for an order approving—
 - (a) the lessor's refusal of the tenant's application under section 71AE (2) to keep an animal on the premises; or
 - (b) a condition on the lessor's consent to the tenant's application.
- (2) The ACAT must—
 - (a) approve the lessor's application; or
 - (b) refuse the lessor's application; or

- (c) order that the lessor consent to the tenant's application but impose stated conditions on the consent.
- (3) The ACAT may make an order under subsection (2) (a) or (c) if satisfied—
- (a) the premises are unsuitable to keep the animal; or
 - (b) keeping the animal on the premises would result in unreasonable damage to the premises; or
 - (c) keeping the animal on the premises would be an unacceptable risk to public health or safety; or
 - (d) the lessor would suffer significant hardship; or
 - (e) keeping the animal on the premises would be contrary to a territory law.

71AG Limitation on lessor's liability

The lessor has no additional duty of care to a person arising from any consent given or required under section 71AE (5).

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) under the agreement—
 - (i) a person (the *grantor*) gives someone else (the *occupant*) a right to occupy stated premises; and
 - (ii) the premises are for the occupant to use as a home (whether or not with other people); and
 - (iii) the right is given for value; and
 - (b) the agreement is 1 of the following:
 - (i) except if section 6B applies, an agreement to occupy premises in the grantor's principal place of residence;
 - (ii) except if section 6B applies, an agreement to occupy premises in a residential facility associated with, or on the campus of, or provided under an arrangement with, an education provider;

- (iii) an agreement—
 - (A) to exclusively occupy a sleeping space in a building with other sleeping spaces with related access to shared facilities or provision of domestic services; and
 - (B) that states it is an occupancy agreement;
- (iv) an agreement—
 - (A) for emergency accommodation for people in crisis; and
 - (B) that states it is an occupancy agreement for emergency accommodation for people in crisis;
- (v) an agreement—
 - (A) to occupy premises provided under a housing support program; and
 - (B) that states it is an occupancy agreement for a housing support program;
- (vi) an agreement—
 - (A) to occupy premises because of membership in a club or other entity; and
 - (B) that states it is an occupancy agreement;
- (vii) except if section 6B applies, an agreement to occupy—
 - (A) premises provided by the grantor in a residential park; or
 - (B) a site in a residential park, for the purpose of the occupant placing a manufactured home or a mobile home on the site;

(viii) an agreement prescribed by regulation.

Examples—par (b) (iii) (A)

a bedroom in a boarding house, a bed in a dormitory-style room

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

(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 71EA (1) (b)).

(3) The right to occupy may be—

- (a) exclusive or not;
- (b) given with a right to use facilities, furniture or goods.

(4) In this section:

housing support program means a program funded by the Territory under which accommodation is provided for people who—

- (a) are homeless or at risk of homelessness; or
- (b) will receive welfare or health support or services when using the accommodation.

Examples—par (b)

alcohol and drug addiction services

shared facilities, in relation to premises, means areas related to the premises, provided for shared use by people occupying those and other premises.

Examples

shared bathroom and toilet, laundry, kitchen

sleeping space, in a building, means—

- (a) a bedroom; or
- (b) a bed in a room with other beds.

71CA Certain types of agreements not occupancy agreements

An occupancy agreement does not include an agreement—

- (a) under which a tenant under a residential tenancy agreement gives a right to occupy the premises the subject of the residential tenancy agreement; or
- (b) arising under a mortgage entered into honestly in relation to the premises; or
- (c) arising under a scheme if—
 - (i) a group of adjacent premises is owned by a company; and
 - (ii) the people who have rights to occupy the adjacent premises jointly have a controlling interest in the company; or
- (d) entered into honestly to give a right to occupy the premises for a holiday; or
- (e) entered into by a person who is also a party to a related agreement entered into honestly for the sale or purchase of the premises; or
- (f) prescribed by regulation.

71CB Occupancy agreement—smoke alarms

- (1) A grantor must not enter into an occupancy agreement (other than a site-only residential park occupancy agreement) with an occupant in relation to premises unless—
 - (a) smoke alarms are installed for the premises; and

- (b) the smoke alarms, and the installation of the smoke alarms, comply with the requirements prescribed by regulation under section 11B (1) (b).

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

- (2) For a site-only residential park occupancy agreement, the occupant must comply with the requirements in subsection (1) (a) and (b).
- (3) In this section:

site-only residential park occupancy agreement means an occupancy agreement mentioned in section 71C (1) (b) (vii) (B).

71D When does an occupancy start and end?

- (1) 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.
- (2) An occupancy agreement ends on the following day:
 - (a) if the agreement is for a fixed term—
 - (i) the last day of the fixed term; or
 - (ii) if, with the grantor's consent, the occupant continues to occupy the premises after the fixed term ends—
 - (A) the day agreed by the grantor and occupant; or
 - (B) the day the agreement is terminated under section 71EK; or

- (b) if the agreement is not for a fixed term—
 - (i) a day agreed by the grantor and occupant; or
 - (ii) the day the agreement is terminated under section 71EK.

71E Application of occupancy principles

- (1) An occupancy agreement for premises—
 - (a) is taken to contain the occupancy principles as in force from time to time; and
 - (b) may contain—
 - (i) rules about occupying the premises (the *occupancy rules*); and
 - (ii) additional terms.
- (2) An occupancy rule or additional term in an occupancy agreement is void if it is inconsistent with the occupancy principles, this Act or another territory law.

71EA Occupancy principles

- (1) The following principles (the *occupancy principles*) apply to an occupancy agreement in relation to premises:
 - (a) a grantor must provide premises that are—
 - (i) reasonably clean; and
 - (ii) in a reasonable state of repair; and
 - (iii) reasonably secure;
 - (b) a grantor must ensure that the occupancy agreement is in writing if—
 - (i) the agreement is for a fixed term of more than 6 weeks; or

- (ii) if subparagraph (i) does not apply to the agreement—the total time the occupant occupies the premises under the agreement is more than 6 weeks;
- (c) a grantor may require an occupant to pay a security deposit only in accordance with section 71EC;
 - Note* A security deposit payable under an occupancy agreement must be treated as if it were a rental bond lodged with the Territory (see s 71ED).
- (d) a grantor must give an occupant a written receipt for payments made under the occupancy agreement in accordance with section 71EF;
- (e) a grantor may only impose an occupancy rule, fee, charge or penalty on an occupant if the requirements in section 71EG are met;
- (f) an occupancy rule must be reasonable and proportionate to the outcome sought by the imposition of the rule;
- (g) any penalty or consequence (other than termination of the agreement) for breaching an occupancy rule—
 - (i) must be reasonable and proportionate to the seriousness of the breach of the rule; and
 - (ii) must not impose unreasonable hardship on the occupant;
- (h) a grantor must provide the occupant with quiet enjoyment of the premises including access to the premises as set out in section 71EH;
- (i) a grantor must give the occupant the information mentioned in section 71EI about the dispute resolution processes that apply to the occupancy agreement;
- (j) a grantor may enter the premises only in accordance with section 71EJ or section 71EM;

- (k) an occupant must not behave in a way that detracts from the rights of others (including another occupant) to live and work in the premises in a safe environment, free from harassment or intimidation;
 - (l) a party to the occupancy agreement must not terminate the agreement otherwise than in accordance with section 71EK;
 - (m) an occupant must vacate the premises when the agreement ends;
 - (n) an occupant must, at the end of the occupancy agreement, leave the premises—
 - (i) in substantially the same state of cleanliness the premises were in at the start of the occupancy agreement; and
 - (ii) in substantially the same condition the premises were in at the start of the occupancy agreement (allowing for fair wear and tear); and
 - (iii) reasonably secure.
- (2) However, subsection (1) (g) does not apply to a penalty or consequence under a university requirement.
- (3) If subsection (1) (b) (i) does not apply to an occupancy agreement and the agreement is not in writing, the grantor may comply with any requirement in subsection (1) to include information in the agreement by giving the occupant the information, in writing, in any other appropriate way before the agreement starts.
- (4) For a site-only residential park occupancy agreement—
- (a) ***premises*** means the land and any fixtures in the residential park provided by the grantor for the purpose of the occupant placing a manufactured home or a mobile home on the land; and
 - (b) the grantor is entitled to enter the occupant's manufactured home or a mobile home only with reasonable notice, at reasonable times, on reasonable grounds and for reasonable purposes.

- (5) In this section:

site-only residential park occupancy agreement means an occupancy agreement mentioned in section 71C (1) (b) (vii) (B).

university requirement means a statute, rule or policy about student discipline or medical leave made under, or authorised by, the [Australian National University Act 1991](#) (Cwlth) or the [University of Canberra Act 1989](#).

71EB Condition report

- (1) A grantor must, not later than the day after the occupant takes possession of the premises, give the occupant a report about the state of repair or general condition of the premises of the following on the day the occupant is given the report:
- (a) the premises;
 - (b) any facilities, furniture or goods provided with the premises.
- (2) The grantor must sign the report and give the occupant a reasonable opportunity to check the content of the condition report.
- (3) If the grantor does not give the occupant a condition report for the premises, unless there is evidence to the contrary, the state of repair or general condition of the premises is taken to be the same at the end of the occupancy agreement as they were at the start of the agreement.

71EC Payment of security deposit

- (1) A grantor must not require an occupant under an occupancy agreement for premises to pay a security deposit unless—
- (a) the agreement is—
 - (i) in writing; and
 - (ii) for a fixed term of more than 14 days; and

- (b) the grantor complies with section 71EB in relation to a condition report.
- (2) The maximum amount of a security deposit is—
 - (a) for an occupancy agreement with a fixed term of more than 14 days but less than 6 months—an amount of no more than the first 2 weeks of any occupancy fee payable under the agreement; or
 - (b) for an occupancy agreement with a fixed term of 6 months or longer—an amount of no more than the first 4 weeks of any occupancy fee payable under the agreement.
- (3) The amount of the security deposit must be stated in the occupancy agreement.
- (4) A grantor must not require or accept—
 - (a) more than 1 security deposit in relation to an occupancy agreement; or
 - (b) a security deposit from an occupant under an occupancy agreement for premises (the *current agreement*) if—
 - (i) the occupant occupied the premises under an earlier occupancy agreement (the *prior agreement*); and
 - (ii) a security deposit is held in relation to the prior agreement; and
 - (iii) an application for the release of the deposit has not yet been made.

Note An application may be made under div 3.4 (as applied by s 71ED (4)).

71ED Security deposit must be lodged with Territory

- (1) A security deposit payable under an occupancy agreement, other than an education provider occupancy agreement, must be deposited 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 security deposit being deposited.
- (3) If the Territory accepts the amount of the security deposit, the Territory must—
 - (a) give the occupant a receipt for the amount; and
 - (b) give the occupant and grantor a copy of the notice under subsection (2).
- (4) If the Territory accepts the security deposit, 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 a 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 security deposit 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:

- (a) section 27 (Payment of bond money into trust account);
- (b) section 28 (Interest on amounts in trust account);
- (c) division 3.4 (Release of bond money).

education provider occupancy agreement means an occupancy agreement in relation to premises in a residential facility associated with, or on the campus of, or provided under an arrangement with, an education provider.

71EE Deductions from security deposit

A grantor may deduct from a security deposit paid under an occupancy agreement—

- (a) the reasonable cost of repairs to, or the restoration of, the premises or any facilities, furniture or goods provided with the premises as a result of damage (other than fair wear and tear) caused by the occupant; and
- (b) the reasonable cost of securing the premises if the occupant fails to return the keys for the premises to the grantor at the end of the agreement; and
- (c) any occupancy fee or other amount owing and payable under the occupancy agreement at the time the agreement ends.

71EF Receipts for certain payments

- (1) If an occupant pays to a grantor an amount under an occupancy agreement for premises of—
 - (a) \$75 or more—the grantor must give the occupant a written receipt for the payment; or

- (b) less than \$75—the grantor must give the occupant a written receipt for the payment if asked by the occupant.
- (2) The grantor must—
 - (a) keep a written record of all payments received from the occupant under the occupancy agreement; and
 - (b) if asked by the occupant—give the occupant a copy of the record.

71EG Occupancy rules, fees, charges and penalties

- (1) The grantor must include the following information in an occupancy agreement for premises:
 - (a) any occupancy rule that applies to the premises;
 - (b) any penalty that may apply for a breach of an occupancy rule;
 - (c) any penalty, fee or charge that may apply if the occupant terminates the agreement before the end of the agreement;
 - (d) any other fee or charge payable under the agreement including—
 - (i) the frequency of the fee or charge; and
 - (ii) if relevant, how the fee or charge is worked out.

Examples—par (d) (i)

weekly occupancy fee, monthly electricity charge, quarterly water use fee, monthly wi-fi access fee

Example—par (d) (ii)

a stated share of a utilities bill

Note If an occupancy agreement is not in writing, the grantor may comply with a requirement to give information by giving the information, in writing, in any other appropriate way (see s 71EA (3)).

- (2) The grantor must give the occupant—
- (a) at least 8 weeks prior written notice (the *grantor's notice period*) before—
 - (i) changing an occupancy rule included in the occupancy agreement; or
 - (ii) increasing a fee, charge or penalty payable under the occupancy agreement; or
 - (iii) introducing a new fee, charge, occupancy rule or penalty payable under the occupancy agreement; and
 - (b) reasonable notice about imposing a penalty for breach of an occupancy rule included in the occupancy agreement.
- (3) If the grantor gives notice under subsection (2) (a), the occupant may terminate the occupancy agreement by giving 2 weeks written notice to the grantor before the end of the grantor's notice period.

71EH Occupant's access to occupancy premises

- (1) As far as reasonably practicable, the grantor must give the occupant—
- (a) 24-hour access to—
 - (i) the occupant's part of the premises; and
 - (ii) a toilet and bathroom; and
 - (b) access at reasonable times to shared facilities having regard to the occupant's circumstances.

Example—occupant's circumstances

parents of a baby may need to use the kitchen to prepare baby formula

- (2) In this section:

occupant's part, of premises the subject of an occupancy agreement, means the part of the premises that is provided under the agreement for the occupant's primary use.

shared facilities, in relation to premises the subject of an occupancy agreement, means an area related to the premises that is provided for shared use by occupants.

Examples

shared laundry, kitchen, games room, outdoor BBQ area

71EI Information about dispute resolution processes

The grantor must include the following information in an occupancy agreement for premises:

- (a) any internal dispute resolution process that applies to the agreement;
- (b) the contact details for—
 - (i) the grantor; and
 - (ii) at least 1 community dispute resolution service provider; and
 - (iii) the human rights commission; and
 - (iv) the legal aid commission; and
 - (v) the ACAT.

Note If an occupancy agreement is not in writing, the grantor may comply with a requirement to give information by giving the information, in writing, in any other appropriate way (see s 71EA (3)).

71EJ Entry by grantor to occupancy premises

- (1) The grantor must ensure an occupancy agreement for premises states—
 - (a) under what circumstances the grantor may enter the premises; and

(b) for each circumstance—the kind of notice, and period of notice, that the grantor must give the occupant—

- (i) before entering the premises; or
- (ii) if it is not practicable to give prior notice, after entering the premises.

Examples—not practicable to give prior notice

- 1 the grantor has reasonable concerns about an imminent risk to the welfare of the occupant or another person
- 2 the grantor has reasonable concerns about an imminent risk of property damage and the occupant cannot be contacted

(2) For subsection (1) (b), the kind of notice, and period of notice, must be reasonable and proportionate to the outcome sought by the grantor entering the premises.

Examples

- 1 The owner of a boarding house states in the occupancy agreement that the occupant's room will be cleaned every Monday morning.
- 2 The operator of a residential park states in the occupancy agreement for a manufactured home provided by the operator that the operator will give 7 days' notice for routine maintenance.
- 3 A student accommodation provider states in an occupancy agreement that if the student welfare officer has reasonable concerns about the welfare of an occupant, the officer may give notice by knocking 3 times on the occupant's door and, if there is no answer, may enter the room to check on the occupant's welfare. If the occupant is not in the room, the agreement states the officer will leave a written note telling the occupant when and why the officer entered the room and the officer's contact details.

(3) A grantor may enter the premises if—

- (a) the occupancy agreement allows the grantor to do so; and
- (b) unless it is not practicable to do so—the grantor has given notice in accordance with the agreement.

71EK Termination of occupancy agreement

- (1) The grantor must ensure an occupancy agreement states—
 - (a) under what circumstances the occupancy agreement may be terminated; and
 - (b) a reasonable period of notice that must be given by a party before the agreement is terminated.
- (2) For subsection (1) (a), the occupancy agreement may only allow a party to terminate the agreement under circumstances that are reasonable having regard to the nature of the occupancy.

Examples—nature of occupancy

- 1 whether the occupancies of the premises are usually long-term or short-term
 - 2 whether the agreement is for a fixed term or is periodic
 - 3 whether the accommodation is provided by a commercial provider or is in someone's residence
 - 4 whether the accommodation is provided for a particular group of people such as students studying at a university
- (3) A party may only terminate an occupancy agreement if—
 - (a) all parties to the agreement agree; or
 - (b) the agreement allows the party to do so and the party has given notice in accordance with the agreement; or
 - (c) the other party has—
 - (i) breached an occupancy principle or the occupancy agreement; and
 - (ii) the breach justifies the termination of the agreement.

Note An occupant may also terminate the agreement if the grantor gives notice of a change to the occupancy rules, fees, charges or penalties (see s 71EG (3)).

- (4) However, if an occupancy agreement may be terminated under a university requirement—
- (a) subsection (2) does not apply; and
 - (b) for subsection (3)—the parties may also terminate the agreement as permitted or required under the university requirement.
- (5) A grantor must not terminate an occupancy agreement, or evict an occupant, only because the occupant—
- (a) applied to the ACAT for an order in relation to an occupancy agreement; or
 - (b) complained to a government entity in relation to an occupancy agreement; or
 - (c) took reasonable action to secure and enforce an occupancy agreement.
- (6) In this section:
- university requirement*—see section 71EA (5).

71EL Warrant for eviction—vacant possession order

- (1) On application by a grantor, the registrar must issue a warrant for the eviction of an occupant from premises if—
- (a) the ACAT has ordered the occupant under section 83 (1) (j) to vacate the premises; and
 - (b) the occupant fails to vacate the premises in accordance with the order.
- (2) A warrant under this section must comply with section 40 (Content of warrant).

71EM Occupancy agreement—abandonment of premises

- (1) This section applies if—
 - (a) the occupant under an occupancy agreement for premises has not paid the occupancy fee under the agreement for at least 3 consecutive periods; and
 - (b) the grantor has taken all reasonable steps to contact the occupier of the premises; and
 - (c) the grantor reasonably believes that the occupier has abandoned the premises.
- (2) The grantor may, without the occupier's consent, and without notice, enter the premises during the occupancy agreement to confirm whether the premises have been abandoned.
- (3) However, the grantor must not enter the premises under subsection (2)—
 - (a) on a Sunday; or
 - (b) on a public holiday; or
 - (c) before 8 am or after 6 pm.

Note 1 A grantor may seek an order that premises are abandoned under s 83 (1) (k).

Note 2 A grantor may dispose of any abandoned goods found on the premises under the [Uncollected Goods Act 1996](#).

71F Regulations about occupancy agreements

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

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

Part 5B **Residential parks**

Division 5B.1 **Definitions—pt 5B**

71H **Definitions—pt 5B**

In this part:

operator, of a residential park, means the person who manages, controls or otherwise operates the residential park, including by granting rights of occupancy under a residential park agreement, whether or not the person is the owner of the residential park.

residential park agreement means a residential tenancy agreement or an occupancy agreement in relation to a manufactured home or a mobile home that is located in a residential park and includes a site agreement.

site agreement means an agreement under which an operator grants another person, for value, a right to occupy a site in the operator's residential park, for the purpose of placing a manufactured home or a mobile home on the site for use as a home.

Division 5B.2 **Shared park facilities**

71I **Access to shared park facilities**

- (1) As far as reasonably practicable, an operator must give a tenant or occupant under a residential park agreement access at reasonable hours to shared park facilities.

- (2) In this section:

shared park facilities, in relation to a residential park, means areas in the park provided for shared use by tenants and occupants in the park.

Examples

showers, toilets, laundry, camp kitchen, pool, BBQ area

Division 5B.3 Assignment of interests

71J Definitions—div 5B.3

In this division:

assignee, in relation to a residential park agreement—see section 71K (1).

assignor, in relation to a residential park agreement—see section 71K (1).

71K Assignment in residential park permitted with consent

- (1) A tenant or occupant (the *assignor*) may assign the assignor's interest in a residential park agreement to someone else (the *assignee*) only if the operator of the residential park—
 - (a) consents, in writing, to the assignment; or
 - (b) is taken under section 71L to have consented to the assignment.
- (2) In requesting the operator's consent for subsection (1), the assignor must give the operator the following information:
 - (a) the name of the assignee;
 - (b) the same information in relation to the assignee that the assignee was requested to give to the operator in relation to the assignee's application to enter into the residential park agreement.

71L Consent to assignment

- (1) Within 14 days after receiving the assignor's request for consent under section 71K (2), the operator may, in writing—
 - (a) consent to the assignment; or
 - (b) refuse to consent to the assignment.

- (2) The operator is taken to consent to the assignment if the assignor makes a request under section 71K (2) and the operator does not take action under subsection (1) within 14 days after the request.

71M Effect of assignment

- (1) This section applies if an assignor assigns their interest under a residential park agreement to an assignee.
- (2) The assignor's interest in any security deposit paid under the agreement is also assigned to the assignee.
- (3) From the day of the assignment—
 - (a) the assignee is taken to be substituted for the assignor under the residential park agreement, including for the purposes of any security deposit; and
 - (b) the assignor remains liable for any liabilities incurred under the agreement before the day of the assignment.

Division 5B.4 Sale of manufactured homes and mobile homes

71N Sale of home located on residential park site

- (1) This section applies if—
 - (a) a person owns a manufactured home or mobile home (the *occupant's premises*) that is located in a residential park under a site agreement; and
 - (b) the person intends to offer the premises for sale.
- (2) The person must not display a sign about the sale in or on the premises or in the residential park unless—
 - (a) the person has told the operator about their intention to sell the premises; and

- (b) the sign is no larger than the maximum size prescribed by regulation.
- (3) The operator of a residential park must not take any action to hinder the person's sale of the premises in the park if the person has complied with subsection (2).
- (4) Without limiting subsection (3), an operator of a residential park hinders a person's sale of premises in the park if the operator—
 - (a) unreasonably stops potential buyers from inspecting the premises; or
 - (b) makes false or misleading statements about the park that affect or may affect the sale; or
 - (c) prevents the person from displaying a sign about the sale.
- (5) An operator of a residential park is not taken to hinder a person's sale of their premises only because the operator—
 - (a) imposes conditions relating to potential buyers entering or remaining in the park that are reasonable in the circumstances; or
 - (b) has reasonably refused to consent to a proposed assignment of the person's interest in the site agreement.

710 Home to be removed from park if no site agreement once sold

- (1) This section applies if—
 - (a) a person (the *seller*) owns a manufactured home or mobile home in a residential park under a site agreement; and
 - (b) the seller sells the manufactured home or mobile home to another person (the *buyer*).

- (2) The buyer must remove the manufactured home or mobile home from the residential park within 5 days after the sale is completed or within a longer period of time agreed by the operator unless—
 - (a) the seller has assigned the site agreement to the buyer; or
 - (b) the buyer has entered into a new site agreement with the operator.
- (3) If asked by the buyer, the operator of the residential park must not unreasonably refuse to enter into a site agreement with the buyer for an appropriate site in the park for the manufactured home or mobile home.

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 (including between co-tenants) 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) a referral of an application and notice of dispute taken to be an application about a tenancy dispute under section 35 (3); and
 - (c) an application for compensation under this Act.

73 Meaning of *occupancy dispute*

- (1) 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.
- (2) However, for an occupancy agreement to which a university dispute resolution procedure applies, a dispute is an occupancy dispute only if the parties have been unable to resolve the dispute within a reasonable time under the university dispute resolution procedure.

- (3) In this section:

university dispute resolution procedure means a dispute resolution procedure authorised under the *Australian National University Act 1991* (Cwlth) or the *University of Canberra Act 1989*.

74 Other options for dispute resolution

- (1) Nothing in this part requires an occupant to attempt to resolve an occupancy dispute under this Act before making a complaint under the *Human Rights Commission Act 2005*.
- (2) To remove any doubt, section 73 (2) does not require an occupant to attempt to resolve an occupancy dispute under a university dispute resolution procedure before making a complaint under the *Human Rights Commission Act 2005*.
- (3) In this section:

university dispute resolution procedure—see section 73 (3).

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 as the registrar considers appropriate (see *ACT Civil and Administrative Tribunal Act 2008*, s 112 (1) (b)).

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 occupancy principles.

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 occupancy principles; 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

- (1) 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, occupancy fees or any other loss caused by the breach of a residential tenancy agreement or occupancy agreement;
 - (e) an order requiring the payment of compensation for any loss caused by the lessor's failure to ensure premises comply with a minimum housing standard in accordance with section 19B;
 - (f) an order stating that an amount (not more than the amount of bond or security deposit paid into the trust account in relation to the relevant residential tenancy agreement or occupancy agreement, as the case requires) be paid to the lessor or grantor from the trust account;
 - (g) 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 the premises in accordance with a defective termination notice;
 - (h) an order requiring payment of all or part of the following into the ACAT until the ACAT orders otherwise:
 - (i) the rent payable under the standard residential tenancy terms; or
 - (ii) an occupancy fee payable under the occupancy agreement;
 - (i) an order directing payment out of any amount paid into the ACAT as appropriate;
 - (j) an order terminating a residential tenancy agreement or occupancy agreement and granting vacant possession of the relevant premises to the applicant for the order;
 - (k) an order—
 - (i) declaring the premises abandoned; and
 - (ii) if the abandoned premises are a manufactured home or mobile home in a residential park and the ACAT considers that the premises are not fit for human habitation—directing the operator of the park how the premises may be disposed of;
- Note* An operator of a residential park in which a manufactured home or mobile home is abandoned can only dispose of the home under the [Uncollected Goods Act 1996](#), s 24A if the ACAT has made an order under par (j).
- (l) an order correcting a defective termination notice;
 - (m) any other order the ACAT considers appropriate including declaratory orders in relation to a matter in this Act.

- (2) The ACAT may make an order under subsection (1) (l) only if satisfied that the defective termination notice did not, and is not likely to, place the person receiving the notice in a significantly worse position than the person would have been in had the notice not been defective.

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 fee 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) No compensation may be awarded to the lessor if the agreement is lawfully terminated under the following sections:
- (a) section 46A (Termination of agreement for aged care or social housing needs);
 - (b) section 46B (Termination of fixed term agreements if premises for sale);
 - (c) section 64AA (Termination—affected residential premises);
 - (d) section 64AB (Termination—eligible impacted property).
- (6) In this section:
- break lease fee clause* means the clause in schedule 2, section 2.1.

Division 6.5A Powers and decisions of ACAT— protection orders

85 Definitions—div 6.5A

In this division:

protected person—

- (a) in relation to a protection order under the *Family Violence Act 2016*—see that *Act*, dictionary; or
- (b) in relation to a protection order under the *Personal Violence Act 2016*—see that *Act*, dictionary.

respondent—

- (a) in relation to a protection order under the *Family Violence Act 2016*—see that *Act*, dictionary; or
- (b) in relation to a protection order under the *Personal Violence Act 2016*—see that *Act*, dictionary.

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 any 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;
 - (c) an order terminating a residential tenancy agreement or occupancy agreement and granting vacant possession of the relevant premises to the lessor.
- (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) in relation to a protection order under the *Family Violence Act 2016*—see that *Act*, section 39 (4); or
 - (b) in relation to a protection order under the *Personal Violence Act 2016*—see that *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 the protected person, the respondent and any other tenants, 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 dependent children of the protected person or of any other person mentioned in the application, 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.
- (6) The ACAT may suspend the operation of an order for a stated period of up to 3 weeks if satisfied that—
 - (a) the protected person 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.

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.

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.

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.

- (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.

- (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.

- (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.

(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.

(3) A declaration under subsection (1) is a notifiable instrument.

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

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 co-tenant

If 1 of 2 or more co-tenants under a residential tenancy agreement dies, the agreement continues to operate—

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

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 co-tenancy, assignment or subletting

- (1) This section applies if, in contravention of this Act, a tenant under a residential tenancy agreement for premises purports to—
 - (a) consent to a person becoming a co-tenant under the agreement; or
 - (b) assign the tenant's interest under the agreement; or
 - (c) sublet the premises.
- (2) The purported co-tenancy, assignment or subletting is unenforceable and the person living in premises under the purported co-tenancy, assignment or subletting, does so as a licensee only.
- (3) Subsection (2) does not apply to a co-tenancy, 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.

Note Power to make a statutory instrument (including a regulation) includes power to make different provision in relation to different matters or different classes of matters, and to make an instrument that applies differently by reference to stated exceptions or factors (see [Legislation Act](#), s 48).

Part 19 Transitional—Residential Tenancies Legislation Amendment Act 2023

163 Notice to vacate served before commencement day continues in force

- (1) This section applies if—
 - (a) a lessor serves a notice to vacate on the tenant under clause 94 of the standard residential tenancy terms before the commencement day; and
 - (b) the tenant has not vacated the premises.
- (2) The notice to vacate continues in force despite the repeal of clause 94.
- (3) Clauses 94 and 95 of the standard residential tenancy terms as in force immediately before the commencement day continue to apply to the notice to vacate despite the repeal of the clauses.
- (4) In this section:

commencement day means the day the *Residential Tenancies Legislation Amendment Act 2023*, section 44 commences.

163A Fixed term agreement entered into before commencement day

- (1) This section applies to a fixed term agreement entered into before the commencement day.
- (2) Despite section 8 (1) (a) (i), the agreement does not include clause 94 and clause 95 of the standard residential tenancy terms as in force at any time before the commencement day.
- (3) In this section:

commencement day—see section 163 (4).

164 Expiry—pt 19

This part expires 2 years after the day the *Residential Tenancies Legislation Amendment Act 2023*, section 44 commences.

Note A transitional provision is repealed on its expiry but continues to have effect after its repeal (see [Legislation Act](#), s 88).

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 director-general 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.

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;
 - (aa) consenting to—
 - (i) a person becoming a co-tenant; or
 - (ii) a co-tenant stopping being a party to the tenancy agreement;
 - (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 2 weeks or a longer period nominated by the tenant.

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.

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;

-
- (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.

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 their 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 their 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 their 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;

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- (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, cooling 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.

Premises must comply with minimum housing standards

62A The lessor must ensure the premises comply with the minimum housing standards applying to the premises.

Note A regulation may prescribe minimum housing standards for premises, including in relation to physical accessibility, energy efficiency, safety and security, sanitation or amenity (see Residential Tenancies Act, s 19A (1)).

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.

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- 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 (1) If the premises are a unit under the *Unit Titles Act 2001*—
- (a) the tenant must comply with the owners corporation's rules and with any notice served in accordance with the rules; but
 - (b) need not comply with the rules to the extent that they are inconsistent with the standard residential tenancy terms in this agreement.
- (2) However, if the owners corporation's rules include a rule about keeping animals in the unit, the tenant must comply with the rule.

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

- 67 (1) The tenant must not, without the lessor's written consent, make any renovation, alteration or addition to the premises (time limits for the lessor to refuse consent to special modifications are set out in the Residential Tenancies Act).

- (2) The lessor may give consent subject to a reasonable condition, including a requirement that the tenant use a suitably qualified tradesperson to undertake—
 - (a) the renovation, alteration, or addition; and
 - (b) any restoration at the end of the tenancy.
 - (3) Unless otherwise agreed, the tenant is liable for the cost of any renovation, alteration or addition to the premises.
 - (4) Unless otherwise agreed, at the end of the tenancy the tenant is responsible for restoring the premises to substantially the same condition as the premises were in at the commencement of the residential tenancy agreement, fair wear and tear excepted.
 - (5) The lessor and tenant may agree that any renovation, alteration or addition to the premises remains in place at the end of the residential tenancy agreement.
- 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.

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- 70 The tenant must not:
- (a) use the premises, or permit them to be used, for an illegal purpose; or
- Note* The ACAT must not make a termination and possession order for a breach of this term unless satisfied of certain matters (see Residential Tenancies Act, s 48 (3) and (4)).
- (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.

Co-tenant may leave tenancy agreement

- 72A
- (1) A co-tenant may stop being a party to the tenancy agreement—
 - (a) with the consent of the lessor and each remaining co-tenant under the agreement; or
 - (b) by order of the tribunal under the Residential Tenancies Act, section 35G (1) (a) or (d).
 - (2) The co-tenant must seek the consent of the lessor and each remaining co-tenant—
 - (a) by notice in writing; and

- (b) at least 21 days before the day the co-tenant intends to stop being a party to the tenancy agreement (time limits for the lessor or each remaining co-tenant to refuse consent are set out in the Residential Tenancies Act).
- (3) If consent is given to the co-tenant to stop being a party to the tenancy agreement—
 - (a) the agreement continues between the lessor and the remaining co-tenants; and
 - (b) the tenant's rights and obligations under the agreement end.

Becoming a new co-tenant to existing tenancy agreement

- 72B
- (1) Another person may become a co-tenant under the tenancy agreement—
 - (a) with the consent of the lessor and each other co-tenant; or
 - (b) under the Residential Tenancies Act, section 35D.
 - (2) An existing tenant must seek the consent of the lessor and any other co-tenant—
 - (a) by notice in writing; and
 - (b) at least 14 days before the day the person wants to become a co-tenant (time limits for the lessor or each other co-tenant to refuse consent are set out in the Residential Tenancies Act).
 - (3) If the person becomes a co-tenant—
 - (a) the agreement continues with the person becoming a co-tenant with the existing co-tenants; and
 - (b) the existing co-tenants must give the person a copy of the condition report for the premises not later than the day after the person becomes a co-tenant.

- (4) This clause does not apply to a tenancy agreement in relation to a social housing dwelling or crisis accommodation.

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.

Keeping animals on premises

- 74A (1) The tenant may keep an animal, or allow an animal to be kept, on the premises.
- (2) The residential tenancy agreement may require the tenant to obtain the lessor's prior written consent to keep an animal, or allow an animal to be kept, on the premises (time limits for the lessor to refuse consent are set out in the Residential Tenancies Act).
- 74B The tenant is responsible for any repairs or additional maintenance to the premises required as a consequence of keeping an animal on the premises.

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.

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- 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 48 hours notice, to allow inspection of the premises by prospective purchasers of the premises, but only if—
- (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.
- 81A
- (1) The tenant must not unreasonably refuse an inspection of the premises by a prospective purchaser.
 - (2) However, a tenant is not required to agree to more than 2 inspections a week.
 - (3) 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).

- (4) 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 stated time.

Access for making or inspecting repairs or complying with minimum housing standards

- 82 (1) On giving the tenant 1 week's notice (or such other agreed period), the lessor may enter the premises at a reasonable time, taking into account the interests of the tenant and the lessor, for the purpose of—
- (a) making or inspecting repairs; or
 - (b) inspecting the premises to ensure the premises comply with the minimum housing standards; or
 - (c) undertaking work, or inspecting work undertaken, to ensure the premises comply with the minimum housing standards.
- (1A) However, the lessor must only enter premises for the purpose of an inspection, making repairs or undertaking work (the activity) if, taking into account the nature of the activity, it is reasonable and necessary to do so.
- (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 A 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;

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- (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 a 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
- (1) 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.

- (2) However, a lessor or tenant must not terminate the tenancy under subclause (1) only because the lessor has failed to comply with the minimum housing standards applying to the premises.

Note A tenant may apply to the ACAT to terminate the tenancy if the lessor fails to comply with the minimum housing standards (see Residential Tenancies Act, s 46AA).

- 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.

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 periodic tenancy

- 96 (1) For a periodic tenancy, the lessor may give the tenant—
- (a) if the lessor genuinely intends to live in the premises—8 weeks notice to vacate; or
 - (b) if the lessor genuinely believes the lessor’s immediate relative intends to live in the premises—8 weeks notice to vacate; or
 - (c) if the lessor genuinely believes an interested person intends to live in the premises—8 weeks notice to vacate; or

- (d) if the lessor genuinely intends to sell the premises—8 weeks notice to vacate; or
 - (e) 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—12 weeks notice to vacate; or
 - (f) if the lessor genuinely requires the premises for a lawful use other than as a home—26 weeks notice to vacate.
- (2) A notice to vacate under this clause must be accompanied by written evidence supporting the lessor’s reason for the notice.

Examples—written evidence

statutory declaration, development application, quotes from a tradesperson for renovations, notice of decision from the housing commissioner

- (3) In this clause:

immediate relative, of the lessor, 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.

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 the 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—
- (a) an address for service of termination notices; and
 - (b) an address for service of other notices.
- (2) If a person's address for service changes during the tenancy, the person must tell the other party about the new address 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 co-tenants.

Schedule 2 Additional terms for certain residential tenancy agreements

(see s 8)

2.1 Break lease fee clause

Termination before end of fixed term—fee for breaking lease

- 101 (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).
- (3) However, the lessor and tenant agree that if, within the defined period after the tenant vacates the premises, the lessor enters into a residential tenancy agreement with a new tenant, the amount payable by the tenant is limited to—
- (a) the amount of the break fee under subclause (1) less the amount of rent payable by the new tenant for the defined period; and

- (b) if the tenant vacates the premises more than 4 weeks before the end of the fixed term—the lessor’s reasonable costs (not exceeding the defined cost limit) of advertising the premises for lease and of giving a right to occupy the premises to another person.
- (4) In this clause:

defined cost limit means—

- (a) if half or more than half of the fixed term has expired—an amount equal to $\frac{2}{3}$ of 1 week’s rent; or
- (b) if less than half of the fixed term has expired—an amount equal to 1 week’s rent.

defined period means—

- (a) if subclause (1) (a) (i) applies—6 weeks; or
- (b) if subclause (1) (a) (ii) applies—4 weeks; or
- (c) if subclause (1) (b) applies— N weeks.

N is the number worked out as follows:

$$\frac{\text{break fee}}{\text{weekly rent payable at the time the tenant ends the agreement}}$$

2.2 Posting termination clause

Termination because of posting

- 102 (1) The tenancy agreement may be terminated—
- (a) if the lessor is posted to the ACT in the course of the lessor’s employment—by the lessor giving the tenant at least 8 weeks notice to vacate the premises; or

- (b) if the tenant is posted away from the ACT in the course of the tenant's employment—by the tenant giving the lessor at least 8 weeks notice of the tenant's intention to vacate the premises.
- (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 residential tenancy agreement terminates—
 - (a) 8 weeks after the day the notice under subclause (1) is received; or
 - (b) if a later date is stated in the notice—on the stated date.

2.3 Community housing provider termination clause

Termination by community housing provider if premises required by owner

- 103
- (1) For a periodic tenancy, the lessor may give the tenant—
 - (a) if the owner of the premises genuinely intends to sell the premises—at least 8 weeks notice to vacate; or
 - (b) if the owner of the premises genuinely intends to live in the premises—at least 8 weeks notice to vacate; or
 - (c) if the owner of the premises genuinely believes the owner's immediate relative intends to live in the premises—at least 8 weeks notice to vacate; or
 - (d) if the owner of the premises genuinely believes an interested person intends to live in the premises—at least 8 weeks notice to vacate; or

- (e) if the owner of the premises 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—at least 12 weeks notice to vacate the premises; or
 - (f) if the owner of the premises is not the housing commissioner and the owner genuinely intends to stop using the premises for community housing—at least 26 weeks notice to vacate the premises.
- (2) For a fixed term or periodic tenancy, the lessor may give the tenant at least 26 weeks notice to vacate the premises if the housing commissioner—
- (a) is the owner of the premises; and
 - (b) withdraws the premises in accordance with an approved housing assistance program.
- (3) A notice to vacate under this clause must be accompanied by written evidence supporting the owner's genuine intention or belief for requiring the lessor to give the notice.

Examples—written evidence

statutory declaration, development application, quotes from a tradesperson for renovations, notice of decision from the housing commissioner

- (4) If the tenant is given a notice to vacate under this clause, the tenant may vacate the premises at any time before the date stated in the notice to vacate (the lessor's notice to vacate date) provided the tenant gives the lessor—
- (a) at least 2 weeks notice of the tenant's intention to vacate; or
 - (b) in the last 2 weeks before the lessor's notice to vacate date—at least 4 days notice of the tenant's intention to vacate.

(5) The residential tenancy agreement terminates on the day the tenant vacates the premises.

(6) In this clause:

immediate relative, of the owner, 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.

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

2.4 Public housing termination clauses

Termination if housing assistance cancelled or withdrawn

104 (1) This clause applies if—

(a) the tenant receives housing assistance under an approved housing assistance program in relation to the tenancy (other than a rebate of rent); and

(b) the housing commissioner decides—

(i) after reviewing the tenant's eligibility to receive the housing assistance, that the tenant is no longer eligible to receive the housing assistance under the program; or

(ii) after the tenant fails to comply with a request for information made by the housing commissioner in accordance with the *Housing Assistance Act 2007*, section 25 (2) (a), to cancel the tenant's housing assistance under that *Act*, section 25 (3); and

- (c) the tenant is no longer able to ask for a review of the housing commissioner's decision.
- (2) The lessor may give the tenant at least 26 weeks notice to vacate the premises.
- (3) If the notice to vacate is given because of subclause (1) (b) (ii) and the tenant gives the lessor the information in accordance with the lessor's request for information before the end of the period in the notice, the notice is taken to have been withdrawn.
- (4) Subclause (5) applies if—
 - (a) the tenant gives the lessor the information in accordance with the lessor's request for information before the end of the period in the notice given under subclause (2); and
 - (b) the housing commissioner decides, after reviewing the tenant's eligibility to receive the housing assistance, that the tenant is no longer eligible to receive the housing assistance under the program; and
 - (c) the tenant is no longer able to ask for a review of the housing commissioner's decision.
- (5) Despite subclause (1) (b) (i), the lessor may give the tenant notice to vacate the premises provided that the notice is for the later of—
 - (a) the end of the period in the notice given under subclause (2); and

(b) 12 weeks after notice is given under this subclause.

Example

On 1 July, Ziggy's lessor gives Ziggy a notice to vacate because Ziggy did not provide the lessor with information about Ziggy's eligibility for housing assistance within the required period. The notice to vacate gives Ziggy the required 26 weeks notice, meaning Ziggy must vacate the premises by 30 December. On 1 August, Ziggy gives the lessor the information the lessor requested and the first notice to vacate is taken to be withdrawn. Taking into account the new information, the housing commissioner decides that Ziggy is no longer eligible to receive the housing assistance. Ziggy does not seek ACAT review of the commissioner's decision. The lessor may give Ziggy a second notice to vacate, but the second notice must not have a notice period that ends before 30 December.

- (6) For this clause, a tenant is *no longer able to ask for a review* of the housing commissioner's decision if—
- (a) the period in which the tenant may make an application for review of the decision has ended and the tenant has not made an application; or
 - (b) if the tenant applies for review of the decision—the commissioner's decision is confirmed.
- (7) If the lessor gives a tenant a notice to vacate under this clause, the tenant may vacate the premises at any time before the date stated in the lessor's notice to vacate provided the tenant gives the lessor—
- (a) at least 2 weeks notice of the tenant's intention to vacate; or
 - (b) in the last 2 weeks before the lessor's notice to vacate date—at least 4 days notice of the tenant's intention to vacate.
- (8) The residential tenancy agreement terminates on the day the tenant vacates the premises.

Termination if tenant refuses transfer to alternate rental premises

- 105 (1) This clause applies if—
- (a) the housing commissioner gives the tenant written notice in accordance with an approved housing assistance program requiring the tenant to move to alternate rental premises; and
 - (b) the tenant has rejected, or failed to accept, an offer from the housing commissioner to enter into a tenancy agreement for the alternate rental premises; and
 - (c) the tenant is no longer able to ask for a review of the housing commissioner's decision to require the tenant to move to the alternate rental premises.
- (2) The lessor may give the tenant at least 26 weeks notice to vacate the premises.
- (3) To remove any doubt, this clause also applies if the housing commissioner requires the tenant to move to alternate rental premises when the tenant begins receiving ongoing housing assistance after the tenant's temporary housing assistance ends.
- (4) For this clause, a tenant is *no longer able to ask for a review* of a decision to require the tenant to move to alternate rental premises if—
- (a) the period under the approved housing assistance program in which the tenant may make an application for review of the decision has ended and the tenant has not made an application; or
 - (b) if the tenant applies for review under the approved housing assistance program of the decision—the commissioner's decision is confirmed.

- (5) If the lessor gives a tenant a notice to vacate under this clause, the tenant may vacate the premises at any time before the date stated in the lessor's notice to vacate provided the tenant gives the lessor—
- (a) at least 2 weeks notice of the tenant's intention to vacate; or
 - (b) in the last 2 weeks before the lessor's notice to vacate date—at least 4 days notice of the tenant's intention to vacate.
- (6) The residential tenancy agreement terminates on the day the tenant vacates the premises.

Termination if tenant is party to 2 tenancies

- 106 (1) This clause applies if—
- (a) the tenant agrees to move to alternate rental premises; and
 - (b) the tenancy for the alternate premises has commenced in accordance with the tenancy agreement.
- (2) The lessor may give the tenant at least 1 week's notice to vacate the first premises.
- (3) The residential tenancy agreement terminates on the day the tenant vacates the premises.

2.5 Temporary housing assistance termination clause

Termination if tenant does not apply for ongoing housing assistance

- 106A (1) This clause applies if—
- (a) the housing commissioner provides temporary housing assistance to the tenant under an approved housing assistance program because the tenant is a remaining

occupant in the premises after a former tenant has stopped living in the premises because they—

- (i) have died; or
 - (ii) are physically unable to live in the premises; or
 - (iii) are legally unable to live in the premises; or
 - (iv) no longer wish to live in the premises; and
- (b) the tenant does not apply for ongoing housing assistance under an approved housing assistance program within 6 weeks after the start of the temporary housing assistance.
- (2) The housing commissioner may give the tenant at least 26 weeks notice to vacate the premises.
- (3) A notice to vacate given under subclause (2) must include the following information:
- (a) a statement that the tenant did not apply for ongoing housing assistance under an approved housing assistance program;
 - (b) the name and contact details of a legal or advocacy service that may be able to provide the tenant with advice about the tenant's legal rights;
 - (c) a statement that the notice will be withdrawn if the tenant applies for ongoing housing assistance before the end of the period stated in the notice.
- (4) If the tenant applies for ongoing housing assistance under an approved housing assistance program before the end of the period in the notice given under subclause (2), the notice is taken to have been withdrawn.
- (5) Subclause (6) applies if—

- (a) the tenant applies for ongoing housing assistance under an approved housing assistance program before the end of the period in the notice given under subclause (2); and
 - (b) the housing commissioner decides that the tenant is not eligible for ongoing housing assistance under an approved housing assistance program.
- (6) Despite clause 107, the housing commissioner may give the tenant notice to vacate the premises provided that the notice is for the later of—
 - (a) the end of the period in the notice given under subclause (2); and
 - (b) 12 weeks after notice is given under this clause.
- (7) If the housing commissioner gives a tenant a notice to vacate under this clause, the tenant may vacate the premises at any time before the date stated in the housing commissioner’s notice to vacate provided the tenant gives the housing commissioner—
 - (a) at least 2 weeks notice of the tenant’s intention to vacate; or
 - (b) in the last 2 weeks before the housing commissioner’s notice to vacate date—at least 4 days notice of the tenant’s intention to vacate.
- (8) The residential tenancy agreement terminates on the day the tenant vacates the premises.

Termination if housing commissioner decides tenant not eligible for ongoing housing assistance

- 107 (1) This clause applies if—
- (a) the housing commissioner provides temporary housing assistance to the tenant under an approved housing assistance program because the tenant is a remaining

occupant in the premises after a former tenant has stopped living in the premises because they—

- (i) have died; or
 - (ii) are physically unable to live in the premises; or
 - (iii) are legally unable to live in the premises; or
 - (iv) no longer wish to live in the premises; and
- (b) the housing commissioner decides that the tenant is not eligible for ongoing housing assistance under an approved housing assistance program.
- (2) The housing commissioner may give the tenant—
- (a) if the housing commissioner makes the decision before the tenant's temporary housing assistance ends—at least 26 weeks notice to vacate the premises; or
 - (b) if the housing commissioner makes the decision after the tenant's temporary housing assistance ends—at least 12 weeks notice to vacate the premises.
- (3) If the housing commissioner gives the tenant a notice to vacate under this clause, the tenant may vacate the premises at any time before the date stated in the housing commissioner's notice to vacate provided the tenant gives the housing commissioner—
- (a) at least 2 weeks notice of the tenant's intention to vacate; or
 - (b) in the last 2 weeks before the housing commissioner's notice to vacate date—at least 4 days notice of the tenant's intention to vacate.
- (4) The residential tenancy agreement terminates on the day the tenant vacates the premises.

2.6 Subsidised accommodation clauses

What are *subsidised accommodation eligibility requirements*?

- 108 For this agreement, *subsidised accommodation eligibility requirements*, in relation to premises under a residential tenancy agreement, means any rule or requirement against which—
- (a) the tenant's eligibility to live in the premises will be assessable during the tenancy; or
 - (b) the lessor's eligibility to receive government funding or assistance in relation to the premises will be assessable during the tenancy.

Lessor's obligations in relation to eligibility requirements

- 109 If a subsidised accommodation eligibility requirement is amended during the tenancy, the lessor must give the tenant a copy of the amended requirements not later than 2 weeks after the lessor is informed of or makes the amendments.

Tenant must provide information relating to eligibility requirements

- 110
- (1) The lessor may ask the tenant, in writing, to give the lessor any information that is reasonably necessary for assessing—
 - (a) the lessor's or owner's eligibility for government funding or assistance for the premises; or
 - (b) the tenant's eligibility to live in the premises.
 - (2) If the lessor makes a request under subclause (1), the lessor must give the tenant a reasonable period to comply with the request.
 - (3) The tenant agrees to give the lessor any information requested under subclause (1) within the period stated in the lessor's request.
 - (4) A tenant's failure to comply with subclause (3) is not taken to be a breach of this agreement.

Termination if tenant fails to provide information relating to eligibility requirements

- 111
- (1) If the tenant does not give the lessor information in accordance with the lessor's request for information within the period stated in the lessor's request, the lessor may give the tenant at least 26 weeks notice to vacate the premises.
 - (2) A notice to vacate given under subclause (1) must include the following information:
 - (a) a statement that the tenant did not give the lessor the information requested by the lessor;
 - (b) the name and contact details of a legal or advocacy service that may be able to provide the tenant with advice about the tenant's legal rights;
 - (c) a statement that the notice will be withdrawn if the tenant gives the lessor the requested information before the end of the period stated in the notice.
 - (3) If the tenant gives the lessor the information in accordance with the lessor's request for information before the end of the period in the notice given under subclause (1), the notice to vacate is taken to have been withdrawn.
 - (4) Subclause (5) applies if—
 - (a) the tenant gives the lessor the information in accordance with the lessor's request for information before the end of the period in the notice given under subclause (1); and
 - (b) under the subsidised accommodation eligibility requirements for the premises—
 - (i) the tenant stops, or will stop, being eligible to live in the premises; or

- (ii) the lessor stops, or will stop, being eligible to receive government funding or assistance to provide the premises to the tenant.
- (5) Despite clause 112, the lessor may give the tenant notice to vacate the premises provided that the notice is for the later of—
 - (a) the end of the period in the notice given under subclause (1); and
 - (b) 12 weeks after notice is given under this subclause.

Example

On 1 July, Poppy's lessor gives Poppy a notice to vacate because Poppy did not provide the lessor with information about Poppy's eligibility for subsidised housing within the required period. The notice to vacate gives Poppy the required 26 weeks notice, meaning Poppy must vacate the premises by 30 December. On 1 August, Poppy gives the lessor the information the lessor requested and the first notice to vacate is taken to be withdrawn. Taking into account the new information, the lessor determines that Poppy is no longer eligible to live in the premises. The lessor may give Poppy a second notice to vacate, but the second notice must not have a notice period that ends before 30 December.

- (6) A notice to vacate given under subclause (5) must include the name and contact details of a legal or advocacy service that may be able to provide the tenant with advice about the tenant's legal rights.
- (7) If the lessor gives a tenant a notice to vacate under this clause, the tenant may vacate the premises at any time before the date stated in the lessor's notice to vacate provided the tenant gives the lessor—
 - (a) at least 2 weeks notice of the tenant's intention to vacate; or
 - (b) in the last 2 weeks before the lessor's notice to vacate date—at least 4 days notice of the tenant's intention to vacate.

- (8) The residential tenancy agreement terminates on the day the tenant vacates the premises.

Termination if tenant no longer eligible to live in premises

- 112 (1) This clause applies if, under the subsidised accommodation eligibility requirements for the premises—
- (a) the tenant stops, or will stop, being eligible to live in the premises; or
 - (b) the lessor stops, or will stop, being eligible to receive government funding or assistance to provide the premises to the tenant.
- (2) The lessor may give the tenant notice to vacate the premises provided that the notice is not less than the later of the following:
- (a) 26 weeks after the day the lessor gives the notice to the tenant;
 - (b) if the lessor gives the notice because the tenant has stopped, or will stop, being eligible to live in the premises—the day the tenant stops being eligible to live in the premises;
 - (c) if the lessor gives the notice because the lessor has stopped, or will stop, being eligible to receive government funding or assistance to provide the premises to the tenant—the day the lessor stops being eligible for funding or assistance for the premises.
- (3) A notice to vacate must include the following information:
- (a) if the tenant has stopped, or will stop, being eligible to live in the premises—the reason why;
 - (b) if the lessor has stopped, or will stop, being eligible to receive government funding or assistance to provide the premises to the tenant—the reason why;

- (c) the name and contact details of a legal or advocacy service that may be able to provide the tenant with advice about the tenant's legal rights.
- (4) If the lessor gives a tenant a notice to vacate under this clause, the tenant may vacate the premises at any time before the date stated in the lessor's notice to vacate provided the tenant gives the lessor—
 - (a) at least 2 weeks notice of the tenant's intention to vacate;
or
 - (b) in the last 2 weeks before the lessor's notice to vacate date—at least 4 days notice of the tenant's intention to vacate.
- (5) The residential tenancy agreement terminates on the day the tenant vacates the premises.

Dictionary

(see s 2)

Note The [Legislation Act](#) contains definitions relevant to this Act. For example:

- ACAT
- Australian Consumer Law (ACT)
- building code
- calendar month
- commissioner for fair trading
- corporation
- Criminal Code
- director-general (see s 163)
- domestic partner (see s 169 (1))
- entity
- expire
- fail
- health practitioner
- housing commissioner
- human rights commission
- individual
- month
- police officer
- public holiday
- sign
- statutory instrument (see s 13)
- territory law
- working day.

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

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

affected residential premises register—see the *Dangerous Substances Act 2004*, section 47P.

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

assignee, in relation to a residential park agreement, for division 5B.3 (Assignment of interests)—see section 71K (1).

assignor, in relation to a residential park agreement, for division 5B.3 (Assignment of interests)—see section 71K (1).

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.

co-tenant—see section 6AA.

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.

defective termination notice means a notice that—

- (a) if there is a form approved under section 133 (Approved forms—Minister) for a termination notice—is not in the approved form; or
- (b) if there is no form approved under section 133—does not contain the information required by the standard residential tenancy terms; or
- (c) is not given in accordance with this Act.

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

education provider—means an entity mentioned in the [Education Act 2004](#), table 9A, column 3.

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.

family violence order—see the [Family Violence Act 2016](#), dictionary.

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.

grantor—see section 71A.

housing assistance, in relation to a tenant—see the [Housing Assistance Act 2007](#), section 7.

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.

manufactured home means a structure, other than a caravan or tent, that—

- (a) has the character of residential premises; and
- (b) is designed, built or manufactured to be transported from 1 place to another for use as a home; and
- (c) is not permanently attached to land.

minimum housing standards—see section 19A (1).

minor modification, to premises under a residential tenancy agreement, for part 5AA—see section 71AA.

mobile home means a motor vehicle, caravan or other trailer, or other registrable vehicle under the [Road Transport \(Vehicle Registration\) Act 1999](#) that is used as a home.

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 71EA.

occupant—see section 71B.

operator, of a residential park, for part 5B (Residential parks)—see section 71H.

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

payment order—see section 49A (2).

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

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

personal protection order—see the *Personal Violence Act 2016*, dictionary.

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.

protection order means—

- (a) a protection order under the *Family Violence Act 2016*; or

Note The def **protection order** includes, among other things, an interim or final protection order (see *Family Violence Act 2016*, dict).

- (b) a personal protection order under the *Personal Violence Act 2016*.

publish, for division 2.2 (Precontractual obligations)—see section 10A.

registered community housing provider—see the *Community Housing Providers National Law (ACT)*, section 4 (1).

Note The *Community Housing Providers National Law (ACT) Act 2013*, s 7 applies the Community Housing Providers National Law set out in the *Community Housing Providers (Adoption of National Law) Act 2012* (NSW), appendix as if it were an ACT law called the *Community Housing Providers National Law (ACT)*.

registrar means the registrar of the ACAT.

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

residential park—

- (a) means land that includes—
 - (i) sites for accommodating manufactured homes or mobile homes; and
 - (ii) common areas and facilities for the use of people occupying the manufactured homes or mobile homes; and
- (b) includes a caravan park or camping ground.

residential park agreement, for part 5B (Residential parks)—see section 71H.

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.

site agreement, for part 5B (Residential parks)—see section 71H.

social housing dwelling means premises provided by the housing commissioner or a registered community housing provider under an approved housing assistance program under the [Housing Assistance Act 2007](#).

special modification, to premises under a residential tenancy agreement, for part 5AA—see section 71AA.

standard guarantee contract—see section 102.

standard residential tenancy terms—

- (a) means—
- (i) the standard residential tenancy terms mentioned in schedule 1; and
 - (ii) any additional term mentioned in schedule 2 that, under section 8 (1) (b) to (g), is taken to be included in a residential tenancy agreement; but
- (b) does not include a term mentioned in section 8 (1) (h).

temporary housing assistance—see the [Housing Assistance Act 2007](#), dictionary.

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 lessor.

termination notice means a written notice that—

- (a) if there is a form approved under section 133 (Approved forms—Minister) for a termination notice—is in the approved form; and
- (b) if there is no form approved under section 133—contains the information required by the standard residential tenancy terms; and
- (c) is served in accordance with this Act.

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

Endnotes

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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

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))
amdts commenced 9 September 2000 (s 2 (3))

Endnotes

3 Legislation history

**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)

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](#))

Endnotes

3 Legislation history

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)

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)

Endnotes

3 Legislation history

**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)

Endnotes

3 Legislation history

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))

Residential Tenancies Amendment Act 2018 A2018-20

notified LR 14 June 2018
s 1, s 2 commenced 14 June 2018 (LA s 75 (2))
s 3 commenced 15 June 2018 (LA s 75AA)
ss 6-8 commenced 15 June 2018 (s 2 (2))
remainder commenced 14 December 2018 (s 2 (1) and LA s 79)

Residential Tenancies Amendment Act 2019 A2019-5 pt 2

notified LR 4 March 2019
s 1, s 2 commenced 4 March 2019 (LA s 75 (1))
pt 2 commenced 1 November 2019 (s 2 (1) and [CN2019-18](#))

Justice and Community Safety Legislation Amendment Act 2019 A2019-17 pt 13

notified LR 14 June 2019
s 1, s 2 commenced 14 June 2019 (LA s 75 (1))
pt 13 commenced 21 June 2019 (s 2)

Residential Tenancies Amendment Act 2020 A2020-1

notified LR 25 February 2020
s 1, s 2 commenced 25 February 2020 (LA s 75 (1))
s 3 commenced 6 April 2020 (LA s 75AA)
s 4, s 20 commenced 6 April 2020 (s 2 and [CN2020-9](#))
s 7, s 8 (so far as it inserts s 46A), s 15, s 24 commenced 5 May 2020 (s 2 and [CN2020-12](#))
remainder commenced 25 August 2020 (s 2 and LA s 79)

Unit Titles Legislation Amendment Act 2020 A2020-4 pt 10

notified LR 27 February 2020
s 1, s 2 commenced 27 February 2020 (LA s 75 (1))
pt 10 commenced 1 November 2020 (s 2 (1) and [CN2020-11](#))

COVID-19 Emergency Response Act 2020 A2020-11 sch 1 pt 1.18

notified LR 7 April 2020
s 1, s 2 commenced 7 April 2020 (LA s 75 (1))
sch 1 pt 1.18 commenced 8 April 2020 (s 2 (1))

COVID-19 Emergency Response Legislation Amendment Act 2020 A2020-14 sch 1 pt 1.27

notified LR 13 May 2020
s 1, s 2 taken to have commenced 30 March 2020 (LA s 75 (2))
sch 1 pt 1.27 commenced 14 May 2020 (s 2 (1))

Endnotes

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[Loose-fill Asbestos Legislation Amendment Act 2020 A2020-20 pt 7](#)

notified LR 27 May 2020

s 1, s 2 commenced 27 May 2020 (LA s 75 (1))

pt 7 commenced 1 July 2020 (s 2)

[Justice Legislation Amendment Act 2020 A2020-42 pt 25](#)

notified LR 27 August 2020

s 1, s 2 commenced 27 August 2020 (LA s 75 (1))

pt 25 commenced 1 November 2020 (s 2 (4) and see [Unit Titles Legislation Amendment Act 2020 A2020-4](#), s 2 (1) and [CN2020-11](#))

[Planning Legislation Amendment Act 2020 A2020-44 pt 4](#)

notified LR 27 August 2020

s 1, s 2 commenced 27 August 2020 (LA s 75 (1))

pt 4 commenced 27 February 2021 (s 2 (4))

[Residential Tenancies Amendment Act 2020 \(No 2\) A2020-48 pt 2, sch 2 pt 2.2](#)

notified LR 3 September 2020

s 1, s 2 commenced 3 September 2020 (LA s 75 (1))

s 18, s 42 commenced 4 September 2020 (s 2 (2))

pt 2 remainder commenced 3 March 2021 (s 2 (1) and LA s 79)

sch 2 pt 2.2 commenced 30 January 2022 (s 2 (3))

[Justice and Community Safety Legislation Amendment Act 2021 A2021-3 pt 17](#)

notified LR 19 February 2021

s 1, s 2 commenced 19 February 2021 (LA s 75 (1))

s 39 commenced 3 March 2021 (s 2 (2) and see [Residential Tenancies Amendment Act 2020 \(No 2\) A2020-48](#), s 2 (1) and LA s 79)

pt 17 remainder commenced 26 February 2021 (s 2 (1))

[Statute Law Amendment Act 2022 A2022-14 sch 3 pt 3.37](#)

notified LR 10 August 2022

s 1, s 2 commenced 10 August 2022 (LA s 75 (1))

sch 3 pt 3.37 commenced 24 August 2022 (s 2)

[Justice and Community Safety Legislation Amendment Act 2022 A2022-21 pt 8](#)

notified LR 9 December 2022

s 1, s 2 commenced 9 December 2022 (LA s 75 (1))

pt 8 commenced 10 December 2022 (s 2)

Residential Tenancies Legislation Amendment Act 2023 A2023-5 pt 2

notified LR 27 March 2023

s 1, s 2 commenced 27 March 2023 (LA s 75 (1))

s 5, s 9, s 11, s 13, ss 15-18, ss 20-26, ss 29-35, s 38, ss 44-50,
ss 52-54, ss 56-60 commenced 1 April 2023 (s 2 (3) and [CN2023-1](#))

pt 2 remainder commenced 1 April 2023 (s 2 (1))

**Justice and Community Safety Legislation Amendment
Act 2023 (No 3) A2023-57 pt 14**

notified LR 11 December 2023

s 1, s 2 commenced 11 December 2023 (LA s 75 (1))

pt 14 commenced 12 December 2023 (s 2 (1))

Endnotes

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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

Objects of Act

s 4A ins [A2020-48](#) s 4

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

Who is a co-tenant?

s 6AA ins [A2020-48](#) s 5

What is a residential tenancy agreement?

s 6A ins [A2004-58](#) s 8
 am [A2020-48](#) s 6, s 7

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
 am [A2020-48](#) s 8; pars renum R71 LA

Certain kinds of premises mean no residential tenancy agreement

s 6F ins [A2004-58](#) s 8
 am [A2013-44](#) amdt 3.169
 om [A2020-48](#) s 9

Endnotes

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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

Terms included in residential tenancy agreements

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; [A2019-5](#) s 4; [A2020-1](#) s 4, s 5; ss renum R65 LA
sub [A2023-5](#) s 5
am [A2023-57](#) s 35, s 36

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

Meaning of *publish*—div 2.2

s 10A ins [A2023-5](#) s 6

Compliance

s 11 am [A2022-14](#) amdt 3.201

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; [A2020-44](#) s 16;
[A2023-5](#) s 7

Certain special conditions must be advertised

s 11AA ins [A2019-5](#) s 5

Adaptable housing—advertising

s 11AAA ins [A2020-4](#) s 47
am [A2020-42](#) ss 133-135

Minimum housing standards—advertising and disclosures 11AB ins [A2023-5](#) s 8**Lessor or agent must advertise rental rate for premises**s 11AC ins [A2023-5](#) s 9**Lessor or agent must not solicit rent bidding**s 11AD ins [A2023-5](#) s 9**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; [A2020-4](#) s 48; [A2020-42](#) s 136; [A2022-21](#) s 21; [A2023-5](#) ss 10-13; [A2023-57](#) s 37; pars renum R77 LA**Agent's obligations**s 14 am [A2022-14](#) amdt 3.202**Consideration**

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

Rent or a bond onlys 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; [A2020-48](#) s 10; pars renum R71 LA**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 tenants 19 am [A2004-58](#) amdt 2.3**Minimum housing standards**div 2.5 hdg ins [A2023-5](#) s 14**Minimum housing standards**s 19A ins [A2023-5](#) s 14**Lessor's obligations about minimum housing standards**s 19B ins [A2023-5](#) s 14

Endnotes

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Lessor must keep records about minimum housing standards

s 19C ins [A2023-5](#) s 14

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; [A2023-57](#) s 38

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

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
am [A2020-48](#) s 11

Bond release application—joint application

s 34A ins [A2016-50](#) s 14
am [A2020-48](#) s 12, s 13

Bond release application—application by tenant

s 34B ins [A2016-50](#) s 14
am [A2020-48](#) s 14, s 15

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

Bond release application—discrepancy in named tenant

s 34F ins [A2020-48](#) s 16

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; [A2020-1](#) s 6; ss renum R65 LA

Co-tenancies

pt 3A hdg ins [A2020-48](#) s 17

Co-tenant may leave residential tenancy agreement

s 35A ins [A2020-48](#) s 17
am [A2022-21](#) s 22

Repayment of bond to leaving co-tenant

s 35B ins [A2020-48](#) s 17
am [A2022-21](#) s 23

Endnotes

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Becoming a co-tenant under existing residential tenancy agreement—generally

s 35C ins [A2020-48](#) s 17

Co-tenancy on application to ACAT

s 35D ins [A2020-48](#) s 17

Becoming a co-tenant under existing residential tenancy agreement—social housing dwelling and crisis accommodation

s 35E ins [A2020-48](#) s 17

Payment of bond by new co-tenant

s 35F ins [A2020-48](#) s 17

ACAT orders—co-tenancy matters

s 35G ins [A2020-48](#) s 17

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; [A2019-5](#) s 6; [A2020-1](#) s 7; pars renum R62 LA; [A2023-5](#) ss 15-17

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

Warrant—termination and possession order

s 41 am [A2008-36](#) amdt 1.595
sub [A2018-20](#) s 4

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
om [A2018-20](#) s 4

Failure to comply with conditional order

s 42A ins [A2005-39](#) s 16
 am [A2008-22](#) amdt 1.48-1.50; [A2008-36](#) amdt 1.595
 om [A2018-20](#) s 4

Hearing of application

s 42B ins [A2005-39](#) s 16
 am [A2008-22](#) amdt 1.51; [A2008-36](#) amdt 1.595
 om [A2018-20](#) s 4

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

Threats, harassment, intimidation or abuse by lessor etc

s 45A ins [A2023-5](#) s 18

False or misleading statements

s 46 am [A2008-36](#) amdt 1.595

Termination of agreement for failure to comply with minimum housing standards

s 46AA ins [A2023-5](#) s 19

Termination of agreement for aged care or social housing needs

s 46A ins [A2020-1](#) s 8
 am [A2023-5](#) s 20

Termination of fixed term agreements if premises for sale

s 46B ins [A2020-1](#) s 8

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
 sub [A2023-5](#) s 21
 am [A2023-57](#) s 39

Endnotes

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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; [A2020-1](#) s 9; [A2022-14](#)
amdt 3.203

Failure to pay rent—termination and possession order

s 49 am [A2001-44](#) amdt 1.3640; [A2004-58](#) amdt 2.16; [A2008-22](#)
amdt 1.53; [A2008-28](#) amdt 3.149-3.151; ss renum R29 LA;
[A2008-36](#) amdt 1.595
sub [A2018-20](#) s 5

Failure to pay rent—payment order

s 49A ins [A2018-20](#) s 5
am [A2019-17](#) s 32; ss renum R57 LA; [A2020-1](#) s 10;
[A2020-48](#) s 18; [A2022-14](#) amdt 3.204

Failure to comply with payment order

s 49B ins [A2018-20](#) s 5

Hearing of application—failure to comply with payment order

s 49C ins [A2018-20](#) s 5

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

Threats, harassment, intimidation or abuse by tenant

s 51A ins [A2023-5](#) s 22

False or misleading statements

s 52 am [A2008-36](#) amdt 1.595

Employer-provided accommodation

s 53 am [A2008-36](#) amdt 1.595

Purported co-tenancy, assignment or subletting

s 54 hdg sub [A2020-48](#) s 19
s 54 am [A2001-44](#) amdt 1.3640; [A2004-58](#) amdt 2.17, amdt 2.18;
[A2008-36](#) amdt 1.595; [A2020-48](#) ss 20-22

Repudiation without vacation

s 55 am [A2008-36](#) amdt 1.595

Affected residential premises

s 55A ins [A2015-6](#) amdt 1.16

Eligible impacted propertys 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
sub [A2023-5](#) s 23**Defective termination notices**

div 4.5 hdg (prev pt 4 div 5 hdg) renum R2 LA

Lessor's defective termination notice if tenant vacatess 58 am [A2001-44](#) amdt 1.3641, amdt 1.3642; [A2008-36](#)
amdt 1.595; [A2017-4](#) amdt 3.170
sub [A2023-5](#) s 24**Lessor's defective termination 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
sub [A2023-5](#) s 24**Tenant's defective termination notice**s 60 am [A2001-44](#) amdt 1.3644, 1.3646; [A2008-36](#) amdt 1.595
sub [A2023-5](#) s 24**Abandonment of premises**

div 4.6 hdg (prev pt 4 div 6 hdg) renum R2 LA

Effect of abandonments 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; [A2020-1](#) s 11**Miscellaneous**

div 4.7 hdg (prev pt 4 div 7 hdg) renum R2 LA

Successor in title to lessors 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)**Termination—affected residential premises**s 64AA ins [A2015-6](#) amdt 1.17

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Termination—eligible impacted property

s 64AB ins [A2015-42](#) s 54

No new residential tenancy agreements etc for affected residential premises

s 64AC ins [A2020-20](#) s 53

Disallowing retaliatory notices to vacate

s 64AD ins [A2023-5](#) s 25

Standard residential tenancy term—increase in rent

s 64A ins [A2009-19](#) s 66

Limitation on rent increases

s 64B ins [A2019-5](#) s 7

Tenant may apply for review

s 64C ins [A2019-5](#) s 7

Waiver of notice requirements

s 65 am [A2001-44](#) amdts 1.3649-1.3651; [A2004-58](#) amdt 2.21;
[A2008-36](#) amdt 1.595; [A2023-5](#) s 26

Freezing rents

s 66 am [A2008-36](#) amdt 1.585

Orders

s 67 reloc as s 68A

Guideline for orders

s 68 am [A2004-58](#) s 20, amdt 2.22; pars renum R15 LA; [A2008-36](#)
amdt 1.595; [A2019-5](#) s 10, s 11; ss renum R58 LA

Orders

s 68A (prev s 67) am [A2008-36](#) amdt 1.585; [A2019-5](#) s 8
reloc as s 68A [A2019-5](#) s 9

Effect of orders

s 69 am [A2008-36](#) amdt 1.585; [A2019-5](#) s 12, s 13

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

Rent reduction for lessor's failure to comply with a minimum housing standard

s 71AAA ins [A2023-5](#) s 27

Lessor's consent in certain matters

pt 5AA hdg ins [A2019-5](#) s 14

Definitions—pt 5AA

s 71AA ins [A2019-5](#) s 14
 def *minor modification* ins [A2019-5](#) s 14
 def *special modification* ins [A2019-5](#) s 14

Process for tenant seeking consent—modifications generally

s 71AB ins [A2019-5](#) s 14

Lessor to apply to ACAT for refusal—special modifications

s 71AC ins [A2019-5](#) s 14

Tenant may apply to ACAT for review of refusal—other modifications

s 71AD ins [A2019-5](#) s 14

Process for tenant seeking consent—animals

s 71AE ins [A2019-5](#) s 14

Lessor to apply to ACAT for refusal—animals

s 71AF ins [A2019-5](#) s 14

Limitation on lessor's liability

s 71AG ins [A2019-5](#) s 14

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; [A2020-48](#)
 s 23, s 24, amdt 2.2; pars renum R72 LA; [A2022-14](#)
 amdt 3.205
 (1), note 2 exp 29 January 2022 (s 159)

Certain types of agreements not occupancy agreements

s 71CA ins [A2020-48](#) s 25
 am [A2021-3](#) s 39; pars renum R71 LA

Occupancy agreement—smoke alarms

s 71CB ins [A2020-48](#) s 25

When does an occupancy start and end?

s 71D hdg sub [A2020-48](#) s 26
 s 71D ins [A2004-58](#) s 23
 am [A2020-48](#) s 27

Endnotes

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Application of occupancy principles

s 71E ins [A2004-58](#) s 23
sub [A2020-48](#) s 28

Occupancy principles

s 71EA ins [A2020-48](#) s 28
am [A2020-48](#) amdt 2.3, amdt 2.4; ss renum R72 LA

Condition report

s 71EB ins [A2020-48](#) s 28

Payment of security deposit

s 71EC ins [A2020-48](#) s 28

Security deposit must be lodged with Territory

s 71ED ins [A2020-48](#) s 28
am [A2020-48](#) amdt 2.5, amdt 2.6

Deductions from security deposit

s 71EE ins [A2020-48](#) s 28

Receipts for certain payments

s 71EF ins [A2020-48](#) s 28

Occupancy rules, fees, charges and penalties

s 71EG ins [A2020-48](#) s 28

Occupant's access to occupancy premises

s 71EH ins [A2020-48](#) s 28

Information about dispute resolution processes

s 71EI ins [A2020-48](#) s 28

Entry by grantor to occupancy premises

s 71EJ ins [A2020-48](#) s 28
am [A2020-48](#) amdt 2.7

Termination of occupancy agreement

s 71EK ins [A2020-48](#) s 28
am [A2020-48](#) amdt 2.8-2.10; ss renum R72 LA

Warrant for eviction—vacant possession order

s 71EL ins [A2020-48](#) s 28
am [A2022-14](#) amdt 3.206

Occupancy agreement—abandonment of premises

s 71EM ins [A2020-48](#) s 28
am [A2022-14](#) amdt 3.207

Regulations about occupancy agreements

s 71F ins [A2004-58](#) s 23

Standard occupancy terms

s 71G ins [A2004-58](#) s 23
om [A2020-48](#) s 29

Occupant may deposit bond with Territory

s 71GA ins [A2005-43](#) amdt 1.32
am [A2008-37](#) amdt 1.425
om [A2020-48](#) s 29

Residential parks

pt 5B hdg ins [A2020-48](#) s 30

Definitions—pt 5B

div 5B.1 hdg ins [A2020-48](#) s 30

Definitions—pt 5B

s 71H ins [A2020-48](#) s 30
def **operator** ins [A2020-48](#) s 30
def **residential park agreement** ins [A2020-48](#) s 30
def **site agreement** ins [A2020-48](#) s 30

Shared park facilities

div 5B.2 hdg ins [A2020-48](#) s 30

Access to shared park facilities

s 71I ins [A2020-48](#) s 30

Assignment of interests

div 5B.3 hdg ins [A2020-48](#) s 30

Definitions—div 5B.3

s 71J ins [A2020-48](#) s 30
def **assignee** ins [A2020-48](#) s 30
def **assignor** ins [A2020-48](#) s 30

Assignment in residential park permitted with consent

s 71K ins [A2020-48](#) s 30

Consent to assignment

s 71L ins [A2020-48](#) s 30

Effect of assignment

s 71M ins [A2020-48](#) s 30

Sale of manufactured homes and mobile homes

div 5B.4 hdg ins [A2020-48](#) s 30

Sale of home located on residential park site

s 71N ins [A2020-48](#) s 30

Home to be removed from park if no site agreement once sold

s 71O ins [A2020-48](#) s 30

Endnotes

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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
am [A2020-1](#) s 12; pars renum R65 LA; [A2020-48](#) s 31

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
am [A2020-48](#) amdt 2.11

Other options for dispute resolution

s 74 am [A2004-58](#) amdt 2.24
sub [A2008-36](#) amdt 1.586; [A2020-48](#) s 32
am [A2020-48](#) amdt 2.12

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
am [A2022-14](#) amdt 3.208

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
am [A2020-48](#) s 33

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; [A2020-48](#) s 34

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

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
am [A2020-1](#) s 13, s 14; [A2020-48](#) ss 35-38; [A2023-5](#) ss 28-31;
pars renum R76 LA

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; [A2020-1](#) s 15; ss renum R62 LA;
[A2023-5](#) s 32, s 33

Endnotes

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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; [A2023-5](#) s 34
def **FV Act** ins [A2016-50](#) s 24
om [A2023-5](#) s 34
def **protected person** ins [A2016-50](#) s 24
sub [A2023-5](#) s 34
def **protection order** ins [A2016-50](#) s 24
om [A2023-5](#) s 34
def **PV Act** ins [A2016-50](#) s 24
om [A2023-5](#) s 34
def **respondent** ins [A2016-50](#) s 24
sub [A2023-5](#) s 34

New tenancy agreement—family violence and protection orders

s 85A ins [A2016-50](#) s 24
am [A2019-5](#) s 15, s 16; [A2023-5](#) s 35

Applications under s 85A—ACAT orders

s 85B ins [A2016-50](#) s 24
am [A2020-1](#) ss 16-18

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

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

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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
am [A2018-20](#) s 6, s 7

Commissioner must decide application

s 104 am [A2001-44](#) amdt 1.3660, [A2004-58](#) s 32, amdts 2.35-2.38;
pars renun 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

Restriction on inclusion of personal information

s 107D ins [A2005-39](#) s 19
om [A2011-31](#) s 4

Endnotes

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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

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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

Death of co-tenant

s 127 sub [A2020-48](#) s 39

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 co-tenancy, assignment or subletting

s 128 am [A2004-58](#) amdt 2.45; [A2008-36](#) amdt 1.595
sub [A2020-48](#) s 40

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; [A2020-1](#) s 19;
[A2023-5](#) s 36, s 37

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)

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Existing residential tenancy agreements—lessor must provide asbestos information

s 140 ins [A2006-16](#) amdt 1.49
exp 1 July 2007 (s 141)

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)

Transitional—Residential Tenancies Amendment Act 2018

pt 15 hdg ins [A2018-20](#) s 8
exp 14 December 2019 (s 155)

Meaning of commencement day—pt 15

s 151 ins [A2018-20](#) s 8
sub [A2018-20](#) s 9
exp 14 December 2019 (s 155)

Applications for registration of standard guarantee contract

s 152 ins [A2018-20](#) s 8
exp 14 December 2019 (s 155)

Registered standard guarantee contracts

s 153 ins [A2018-20](#) s 8
exp 14 December 2019 (s 155)

Conditional termination and possession orders in force immediately before commencement day

s 154 ins [A2018-20](#) s 8
sub [A2018-20](#) s 10
exp 14 December 2019 (s 155)

Expiry—pt 15

s 155 ins [A2018-20](#) s 10
exp 14 December 2019 (s 155)

COVID-19 emergency response

pt 16 hdg ins [A2020-11](#) amdt 1.64
exp 29 December 2022 (s 156 (6))

Declaration—COVID-19 emergency response

s 156 ins [A2020-11](#) amdt 1.64
am [A2020-14](#) amdt 1.123, amdt 1.124
exp 29 December 2022 (s 156 (6))

Expiry—pt 16

s 157 ins [A2020-11](#) amdt 1.64
om [A2020-14](#) amdt 1.125

Transitional—Residential Tenancies Amendment Act 2020 (No 2)

pt 17 hdg ins [A2020-48](#) s 41
exp 29 January 2022 (s 159)

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Education provider occupancy agreements

s 158 ins [A2020-48](#) s 41
exp 29 January 2022 (s 159)

Expiry—pt 17

s 159 ins [A2020-48](#) s 41
exp 29 January 2022 (s 159)

Transitional—Residential Tenancies Amendment Act 2020 (No 2)

pt 18 ins [A2020-48](#) s 42
exp 4 October 2020 (s 162)

Meaning of *commencement day*—pt 18

s 160 ins [A2020-48](#) s 42
exp 4 October 2020 (s 162)

Payment orders in relation to applications for termination and possession orders undecided before commencement

s 161 ins [A2020-48](#) s 42
exp 4 October 2020 (s 162)

Expiry—pt 18

s 162 ins [A2020-48](#) s 42
exp 4 October 2020 (s 162)

Transitional—Residential Tenancies Legislation Amendment Act 2023

pt 19 hdg ins [A2023-5](#) s 38
exp 1 April 2025 (s 164)

Notice to vacate served before commencement day continues in force

s 163 ins [A2023-5](#) s 38
exp 1 April 2025 (s 164)

Fixed term agreement entered into before commencement day

s 163A ins [A2023-57](#) s 40
exp 1 April 2025 (s 164)

Expiry—pt 19

s 164 ins [A2023-5](#) s 38
exp 1 April 2025 (s 164)

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; [A2021-3](#) s 40
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 24	am A2020-48 s 43
sch 1 cl 26	am A2004-58 amdt 1.6
sch 1 cl 28	am A2020-1 s 20
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; A2022-14 amdt 3.209
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 60	am A2020-1 s 21
sch 1 cl 62A	ins A2023-5 s 39
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; A2020-4 s 49
sch 1 cl 67	sub A2019-5 s 17
sch 1 cl 70	am A2020-1 s 22
sch 1 cl 71	am A2004-58 amdt 1.13
sch 1 cl 72A	ins A2020-48 s 44
sch 1 cl 72B	ins A2020-48 s 44
sch 1 cl 74A	ins A2019-5 s 18
sch 1 cl 74B	ins A2019-5 s 18
sch 1 cl 79	am A2004-58 amdt 1.14
sch 1 cl 80	am A2004-58 amdt 1.15
sch 1 cl 81	sub A2020-1 s 23
sch 1 cl 81A	ins A2020-1 s 23
sch 1 cl 82	am A2004-58 amdt 1.16; A2023-5 s 40
sch 1 cl 83	am A2023-5 s 41
sch 1 cl 85	am A2023-5 s 42
sch 1 cl 86	am A2023-5 s 43
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 94	om A2023-5 s 44
sch 1 cl 95	sub A2019-5 s 19
	om A2023-5 s 44
sch 1 cl 96	am A2004-58 amdt 1.24, amdt 1.25; A2019-5 s 20; A2020-1 s 24
	sub A2023-5 s 45
sch 1 cl 98	am A2004-58 amdt 1.26
	sub A2023-57 s 41
sch 1 cl 100	am A2022-21 s 24

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Additional terms for certain residential tenancy agreements

sch 2 ins [A2023-5](#) s 46
sch 2 cl 106A ins [A2023-57](#) s 42
sch 2 cl 107 am [A2023-57](#) s 43

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; [A2019-5](#) s 21; [A2020-48](#) s 45; [A2023-5](#) s 47
def **ACAT trust account** ins [A2008-37](#) amdt 1.426
def **affected residential premises** ins [A2015-6](#) amdt 1.18 sub [A2020-20](#) s 54
def **affected residential premises register** ins [A2015-6](#) amdt 1.18 sub [A2020-20](#) s 54
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 **assignee** ins [A2020-48](#) s 46
def **assignor** ins [A2020-48](#) s 46
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 om [A2018-20](#) s 11
def **co-tenant** ins [A2020-48](#) s 46
def **crisis accommodation** ins [A2005-39](#) s 27
def **database** ins [A2011-31](#) s 7
def **database operator** ins [A2011-31](#) s 7
def **defective termination notice** ins [A2023-5](#) s 48 am [A2023-57](#) s 44
def **education provider** ins [A2020-48](#) amdt 2.13
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 **family violence order** ins [A2023-5](#) s 48
- 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
om [A2023-5](#) s 49
- def **grantor** ins [A2004-58](#) s 42
- def **housing assistance** ins [A2023-5](#) s 50
- def **inaccurate** ins [A2011-31](#) s 7
- def **lessor** ins [A2004-58](#) s 42
- def **list** ins [A2011-31](#) s 7
- def **manufactured home** ins [A2020-48](#) s 46
- def **member of the tribunal** reloc from s 3 [A2004-58](#) s 6
om [A2008-36](#) amdt 1.591
- def **minimum housing standards** ins [A2023-5](#) s 51
- def **minor modification** ins [A2019-5](#) s 22
- def **mobile home** reloc from s 3 [A2004-58](#) s 6
sub [A2020-48](#) s 47
- 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
sub [A2020-48](#) s 47
- def **occupant** ins [A2004-58](#) s 42
- def **operator** ins [A2020-48](#) s 48
- 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 **payment order** ins [A2018-20](#) s 12
- def **periodic agreement** reloc from s 3 [A2004-58](#) s 6
om [A2017-4](#) amdt 3.173
ins [A2020-1](#) s 25
- def **personal information** ins [A2005-39](#) s 27
sub [A2011-31](#) s 8
- def **personal protection order** ins [A2023-5](#) s 52
- 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
am [A2023-5](#) s 53

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- def **protection order** ins [A2016-50](#) s 31
sub [A2023-5](#) s 54
- def **publish** ins [A2023-5](#) s 55
- def **PV Act** ins [A2016-50](#) s 31
om [A2023-5](#) s 56
- def **referee** reloc from s 3 [A2004-58](#) s 6
om [A2008-36](#) amdt 1.593
- def **registered community housing provider** ins [A2020-48](#)
s 48
- 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 park** ins [A2020-48](#) s 48
- def **residential park agreement** ins [A2020-48](#) s 48
- 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
am [A2023-5](#) s 57
- def **site agreement** ins [A2020-48](#) s 48
- def **social housing dwelling** ins [A2020-48](#) s 48
- def **special modification** ins [A2019-5](#) s 22
- def **standard guarantee contract** ins [A2017-32](#) amdt 2.11
- def **standard occupancy terms** ins [A2004-58](#) s 42
om [A2020-48](#) s 49
- def **standard residential tenancy terms** ins [A2004-58](#) s 42
sub [A2023-5](#) s 58
- def **temporary housing assistance** ins [A2023-5](#) s 59
- def **tenancy database** ins [A2005-39](#) s 27
sub [A2011-28](#) amdt 3.216
om [A2011-31](#) s 10
- 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
am [A2019-5](#) s 23
- def **termination notice** am [A2001-44](#) s 1.3632
reloc from s 3 [A2004-58](#) s 6
sub [A2023-5](#) s 60
- 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	A1998-5	amendments by A1997-96 , A1997-122 and A1998-5
R0B 14 Feb 2008	1 Sept 1999– 9 Nov 1999	A1999-22	amendments by A1999-22
R0C 14 Feb 2008	10 Nov 1999– 31 May 2000	A1999-66	amendments by A1999-66
R0D 14 Feb 2008	1 June 2000– 8 Sept 2000	A2000-17	amendments by A2000-17
R0E 14 Feb 2008	9 Sept 2000– 13 Nov 2000	A2000-17	amendments by A2000-1
R1 14 Nov 2000	14 Nov 2000– 11 Sept 2001	A2000-17	includes editorial amendments under Legislation Act
R1 (RI) 14 Feb 2008	14 Nov 2000– 11 Sept 2001	A2000-17	reissue of printed version
R2 4 Feb 2002	12 Sept 2001– 27 May 2002	A2001-44	amendments by A2001-44
R3 30 May 2002	28 May 2002– 12 Sept 2002	A2002-11	amendments by A2002-11
R4 13 Sept 2002	13 Sept 2002– 16 Sept 2002	A2002-27	commenced expiry
R5 3 Oct 2002	17 Sept 2002– 6 Oct 2002	A2002-30	amendments by A2002-30

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Republication No and date	Effective	Last amendment made by	Republication for
R6* 7 Oct 2002	7 Oct 2002– 29 Apr 2004	A2002-30	amendments by A2002-27
R7 30 Apr 2004	30 Apr 2004– 31 Aug 2004	A2004-13	amendments by A2003-48
R8 1 Sept 2004	1 Sept 2004– 9 Jan 2005	A2004-13	amendments by A2004-13
R9 10 Jan 2005	10 Jan 2005– 7 Mar 2005	A2004-60	amendments by A2004-60
R10 8 Mar 2005	8 Mar 2005– 8 Apr 2005	A2004-60	amendments by A2004-58
R10 (RI) 17 May 2005	8 Mar 2005– 8 Apr 2005	A2004-60	reissue for retrospective amendments by A2005-20
R11 9 Apr 2005	9 Apr 2005– 30 Sept 2005	A2004-60	commenced expiry
R11 (RI) 17 May 2005	9 Apr 2005– 30 Sept 2005	A2004-60	reissue for retrospective amendments by A2005-20
R12 1 Oct 2005	1 Oct 2005– 22 Nov 2005	A2005-43	amendments by A2005-43
R13 23 Nov 2005	23 Nov 2005– 23 Nov 2005	A2005-54	amendments by A2005-53
R14 24 Nov 2005	24 Nov 2005– 21 Dec 2005	A2005-54	amendments by A2005-54
R15 22 Dec 2005	22 Dec 2005– 31 Dec 2005	A2005-60	amendments by A2005-60
R16 1 Jan 2006	1 Jan 2006– 10 Jan 2006	A2005-60	amendments by A2004-58 and A2005-39
R17 11 Jan 2006	11 Jan 2006– 27 Feb 2006	A2005-60	commenced expiry
R18 28 Feb 2006	28 Feb 2006– 8 Mar 2006	A2005-60	amendments by A2005-39

Republication No and date	Effective	Last amendment made by	Republication for
R19 9 Mar 2006	9 Mar 2006– 22 Mar 2006	A2005-60	commenced expiry
R20* 23 Mar 2006	23 Mar 2006– 30 June 2006	A2005-60	commenced expiry
R21 1 July 2006	1 July 2006– 28 Sept 2006	A2006-24	amendments by A2006-16 as amended by A2006-24
R22 29 Sept 2006	29 Sept 2006– 18 Oct 2006	A2006-40	amendments by A2006-40
R23 19 Oct 2006	19 Oct 2006– 23 Nov 2006	A2006-40	amendments by A2006-40
R24 24 Nov 2006	24 Nov 2006– 1 July 2007	A2006-40	commenced expiry
R25 2 July 2007	2 July 2007– 9 Nov 2007	A2007-8	commenced expiry
R26 10 Nov 2007	10 Nov 2007– 6 May 2007	A2007-8	amendments by A2007-8
R27 7 May 2008	7 May 2008– 28 July 2008	A2008-7	amendments by A2008-7
R28 29 July 2008	29 July 2008– 25 Aug 2008	A2008-22	amendments by A2008-22
R29 26 Aug 2008	26 Aug 2008– 1 Feb 2009	A2008-28	amendments by A2008-28
R30* 2 Feb 2009	2 Feb 2009– 5 Mar 2009	A2008-37	amendments by A2008-36 and A2008-37
R31 6 Mar 2009	6 Mar 2009– 6 Mar 2009	A2009-7	amendments by A2009-7
R32 7 Mar 2009	7 Mar 2009– 28 Sept 2009	A2009-7	commenced expiry
R33 29 Sept 2009	29 Sept 2009– 21 Dec 2009	A2009-19	amendments by A2009-19

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Republication No and date	Effective	Last amendment made by	Republication for
R34 22 Dec 2009	22 Dec 2009– 28 Feb 2011	A2009-44	amendments by A2009-44
R35* 1 Mar 2011	1 Mar 2011– 30 June 2011	A2010-32	amendments by A2010-32
R36 1 July 2011	1 July 2011– 20 Sept 2011	A2011-22	amendments by A2011-22
R37 21 Sept 2011	21 Sept 2011– 28 Feb 2012	A2011-28	amendments by A2011-28
R38 29 Feb 2012	29 Feb 2012– 29 Mar 2012	A2011-31	amendments by A2011-31
R39 30 Mar 2012	30 Mar 2012– 4 June 2012	A2011-41	amendments by A2011-41
R40 5 June 2012	5 June 2012– 3 Mar 2013	A2012-21	amendments by A2012-21
R41* 4 Mar 2013	4 Mar 2013– 11 Nov 2013	A2013-7	amendments by A2013-7
R42 12 Nov 2013	12 Nov 2013– 24 Nov 2013	A2013-45	amendments by A2013-45
R43 25 Nov 2013	25 Nov 2013– 16 Nov 2014	A2013-45	amendments by A2013-44
R44 17 Nov 2014	17 Nov 2014– 16 Apr 2015	A2014-49	amendments by A2014-49
R45 17 Apr 2015	17 Apr 2015– 12 Nov 2015	A2015-6	amendments by A2015-6
R46 13 Nov 2015	13 Nov 2015– 8 Mar 2017	A2015-42	amendments by A2015-42
R47 9 Mar 2017	9 Mar 2017– 30 Apr 2017	A2017-4	amendments by A2017-4
R48 1 Mar 2017	1 Mar 2017– 23 Aug 2017	A2017-10	amendments by A2016-42 as amended by A2017-10

Republication No and date	Effective	Last amendment made by	Republication for
R49 24 Aug 2017	24 Aug 2017– 13 Sept 2017	A2017-10	amendments by A2016-50 and A2017-5
R49A 14 Sept 2017	14 Sept 2017– 10 Oct 2017	A2017-32	retrospective amendments by A2017-32
R50 11 Oct 2017	11 Oct 2017– 23 Feb 2018	A2017-28	amendments by A2017-28
R50 (RI) 7 Nov 2017	11 Oct 2017– 23 Feb 2018	A2017-28	reissued for retrospective amendments made by A2017-32
R51 24 Feb 2018	24 Feb 2018– 6 May 2018	A2017-32	amendments by A2017-32
R52 7 May 2018	7 May 2018– 14 June 2018	A2017-32	amendments by A2017-32
R53 15 June 2018	15 June 2018– 24 Aug 2018	A2018-20	amendments by A2018-20
R54 25 Aug 2018	25 Aug 2018– 11 Oct 2018	A2018-20	expiry of transitional provisions (pt 13)
R55 12 Oct 2018	12 Oct 2018– 13 Dec 2018	A2018-20	expiry of transitional provisions (pt 14)
R56 14 Dec 2018	14 Dec 2018– 20 June 2019	A2018-20	amendments by A2018-20
R57 21 June 2019	21 June 2019– 31 Oct 2019	A2019-17	amendments by A2019-17
R58 1 Nov 2019	1 Nov 2019– 14 Dec 2019	A2019-17	amendments by A2019-5
R59 15 Dec 2019	15 Dec 2019– 5 Apr 2020	A2019-17	expiry of transitional provisions (pt 15)
R60 6 Apr 2020	6 Apr 2020– 7 Apr 2020	A2020-1	amendments by A2020-1

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Republication No and date	Effective	Last amendment made by	Republication for
R61 8 Apr 2020	8 Apr 2020– 4 May 2020	A2020-11	amendments by A2020-1
R62 5 May 2020	5 May 2020– 13 May 2020	A2020-11	amendments by A2020-1
R63 14 May 2020	14 May 2020– 30 June 2020	A2020-14	amendments by A2020-14
R64 1 July 2020	1 July 2020– 24 Aug 2020	A2020-20	amendments by A2020-20
R65 25 Aug 2020	25 Aug 2020– 3 Sept 2020	A2020-20	amendments by A2020-1
R66 4 Sept 2020	4 Sept 2020– 4 Oct 2020	A2020-48	amendments by A2020-48
R67 5 Oct 2020	5 Oct 2020– 31 Oct 2020	A2020-48	expiry of transitional provisions (pt 18)
R68 1 Nov 2020	1 Nov 2020– 25 Feb 2021	A2020-48	amendments by A2020-4 and A2020-42
R69 26 Feb 2021	26 Feb 2021– 26 Feb 2021	A2021-3	amendments by A2021-3
R70 27 Feb 2021	27 Feb 2021– 2 Mar 2021	A2021-3	amendments by A2020-44
R71 3 Mar 2021	3 Mar 2021– 29 Jan 2022	A2021-3	amendments by A2020-48 and A2021-3
R72 30 Jan 2022	30 Jan 2022– 23 Aug 2022	A2021-3	amendments by A2020-48 and expiry of transitional provisions (pt 17 and s 71C (1), note 2)

Republication No and date	Effective	Last amendment made by	Republication for
R73 24 Aug 2022	24 Aug 2022– 9 Dec 2022	A2022-14	amendments by A2022-14
R74 10 Dec 2022	10 Dec 2022– 29 Dec 2022	A2022-21	amendments by A2022-21
R75 30 Dec 2022	30 Dec 2022– 31 Mar 2023	A2022-21	expiry of provisions (pt 16)
R76 1 Apr 2023	1 Apr 2023– 11 Dec 2023	A2023-5	amendments by A2023-5

Endnotes

6 Expired transitional or validating provisions

6 Expired transitional or validating provisions

This Act may be affected by transitional or validating provisions that have expired. The expiry does not affect any continuing operation of the provisions (see [Legislation Act 2001](#), s 88 (1)).

Expired provisions are removed from the republished law when the expiry takes effect and are listed in the amendment history using the abbreviation ‘exp’ followed by the date of the expiry.

To find the expired provisions see the version of this Act before the expiry took effect. The ACT legislation register has point-in-time versions of this Act.

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