

2016

THE LEGISLATIVE ASSEMBLY
FOR THE AUSTRALIAN CAPITAL TERRITORY

(As presented)

(Attorney-General)

Residential Tenancies Legislation Amendment Bill 2016

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2016

THE LEGISLATIVE ASSEMBLY
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Residential Tenancies Legislation Amendment Bill 2016

A Bill for

An Act to amend legislation about residential tenancies, and for other purposes

The Legislative Assembly for the Australian Capital Territory enacts as follows:

1 **Part 1 Preliminary**

2 **1 Name of Act**

3 This Act is the *Residential Tenancies Legislation Amendment*
4 *Act 2016*.

5 **2 Commencement**

- 6 (1) Sections 19, 23, 24 and 28 commence on the later of—
7 (a) the commencement of the *Family Violence Act 2016*, section 6;
8 and
9 (b) the commencement of this Act, section 3.

10 *Note* The naming and commencement provisions automatically commence on
11 the notification day (see [Legislation Act](#), s 75 (1)).

- 12 (2) The remaining provisions commence on a day fixed by the Minister
13 by written notice.

14 *Note* A single day or time may be fixed, or different days or times may be
15 fixed, for the commencement of different provisions (see [Legislation](#)
16 [Act](#), s 77 (1)).

- 17 (3) If the remaining provisions have not commenced within 12 months
18 beginning on this Act's notification day, they automatically
19 commence on the first day after that period.
20 (4) The [Legislation Act](#), section 79 (Automatic commencement of
21 postponed law) does not apply to this Act.

22 **3 Legislation amended**

23 This Act amends the *Residential Tenancies Act 1997* and the
24 *Uncollected Goods Act 1996*.

Part 2 Residential Tenancies Act 1997

4 Standard residential tenancy terms New section 8 (1) (ba)

insert

(ba) if the agreement is a fixed term agreement and the lessor and tenant agree—may contain a break lease clause; and

5 Section 8 (2)

substitute

(2) In this section:

break lease clause means the following clause:

Termination before end of fixed term—fee for breaking lease

(1) If the tenant ends a fixed term agreement before the end of the fixed term (other than for a reason permitted 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).

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

2 **Termination because of posting**

- 3 (1) The tenancy agreement may be terminated—
- 4 (a) if the lessor is posted to Canberra in the course of the
- 5 lessor's employment—by the lessor giving the tenant at
- 6 least 8 weeks written notice; or
- 7 (b) if the tenant is posted away from Canberra in the course
- 8 of the tenant's employment—by the tenant giving the
- 9 lessor at least 8 weeks written notice.
- 10 (2) A notice under subclause (1) must be accompanied by
- 11 evidence of the posting (for example, a letter from the
- 12 employer of the lessor or tenant confirming the details of the
- 13 posting).
- 14 (3) The tenancy ends—
- 15 (a) 8 weeks after the day a notice is received under
- 16 subclause (1); or
- 17 (b) if a later date is stated in the notice—on the stated date.

18 **6 Energy efficiency rating—advertising**

19 **Section 11A (1) (b), except penalty**

20 *substitute*

- 21 (b) the advertisement does not contain—
- 22 (i) if there is an existing energy efficiency rating of the
- 23 habitable part of the premises—a statement of the energy
- 24 efficiency rating; or
- 25 (ii) if there is no existing energy efficiency rating statement
- 26 for the habitable part of the premises—a statement to that
- 27 effect.

1	7	New section 11B
2		<i>insert</i>
3	11B	Smoke alarms
4		A lessor must not enter into a residential tenancy agreement with a
5		tenant in relation to premises unless—
6		(a) smoke alarms are installed at the premises; and
7		(b) the installation of the smoke alarms complies with the building
8		code, volume 2, part 3.7.2.
9	8	Successive residential tenancy agreements
10		Section 22
11		<i>omit</i>
12		section 32
13		<i>substitute</i>
14		division 3.4 (Release of bond money)
15	9	Section 29 heading
16		<i>substitute</i>
17	29	Condition report—start of tenancy
18	10	New section 30A
19		<i>insert</i>
20	30A	Final inspection and condition report—end of tenancy
21		(1) A lessor must, together with the tenant, carry out an inspection of
22		the premises at the end of the residential tenancy agreement.
23		(2) The lessor must, together with the tenant, complete and sign a
24		condition report based on the inspection.

- 1 (3) However, a party may complete and sign the condition report in the
2 absence of the other party if the party has given the other party a
3 reasonable opportunity to be present when the report is completed
4 and signed.

5 **11 Deductions from bond**
6 **Section 31 (a)**

- 7 *omit*
8 the cost
9 *substitute*
10 the reasonable cost

11 **12 New section 31 (aa)**

- 12 *insert*
13 (aa) the reasonable cost of securing the premises if the tenant fails
14 to return the keys for the premises to the lessor at the end of the
15 tenancy;

16 **13 Section 31 (c)**

- 17 *omit*
18 the cost
19 *substitute*
20 the reasonable cost

14 Sections 32 to 34

substitute

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

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- 1 (b) if the application includes a claim by the lessor for a deduction
2 from the bond—
- 3 (i) a written statement of the reasons for the deduction; and
- 4 (ii) if the reasons include a reason mentioned in
5 section 31 (a) or (aa) (Deductions from bond)—a written
6 estimate of the cost of the repairs or restoration.
- 7 (2) The lessor must give the signed bond release application to the
8 tenant—
- 9 (a) if the application includes a claim for a deduction from the
10 bond for a reason mentioned in section 31 (a) or (aa)—
11 10 working days after the day the residential tenancy
12 agreement is terminated; and
- 13 (b) in any other case—3 working days after the day the residential
14 tenancy agreement is terminated.

34A Bond release application—joint application

- 15 (1) This section applies if—
- 16 (a) a lessor gives the tenant a signed bond release application form
17 under section 34 (Bond release application—lessor's
18 obligations) in relation to a residential tenancy agreement; and
19
- 20 (b) the tenant or, if there is more than 1 tenant, each tenant signs
21 the form.
- 22 (2) The lessor or tenant may give the signed application to the Territory.
- 23 (3) On receiving the signed application, the Territory must pay out of
24 the trust account—
- 25 (a) to the tenant or, if there is more than 1 tenant, the tenants—the
26 amount claimed as the bond in the application, less any amount
27 claimed by the lessor as a deduction from the bond; and
- 28 (b) to the lessor—any amount claimed as a deduction.

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

4 **34B Bond release application—application by tenant**

- 5 (1) A tenant may make a bond release application to the Territory if—
- 6 (a) the tenant has not received a bond release application form
7 from the lessor under section 34 (Bond release application—
8 lessor’s obligations); or
- 9 (b) the tenant has received a bond release application form under
10 section 34 and has not signed the form; or
- 11 (c) if there is more than 1 tenant—
- 12 (i) the tenants have received a bond release application form
13 from the lessor under section 34; and
- 14 (ii) the tenant making the application has signed the form;
15 but
- 16 (iii) at least 1 tenant has not signed the form.
- 17 (2) On receiving a bond release application from the tenant, the
18 Territory must—
- 19 (a) give written notice of the application (a *notice of application*)
20 to the lessor and each tenant who has not signed the application
21 (other than the applicant); and
- 22 (b) if the Territory does not receive a notice disputing the
23 application from a person mentioned in paragraph (a) within
24 2 weeks after the day the person was given the notice of
25 application—pay out of the trust account in accordance with
26 the application the amount claimed as bond in the application.
- 27 (3) The amount paid out of the trust account must not exceed the
28 amount of bond paid into the trust account in relation to the
29 residential tenancy agreement.

- 1 **34C Bond release application—application by lessor**
- 2 (1) A lessor may make a bond release application to the Territory—
- 3 (a) if—
- 4 (i) the lessor had given a tenant a bond release application
- 5 form under section 34 (Bond release application—
- 6 lessor’s obligations); and
- 7 (ii) the tenant has not given the signed bond release
- 8 application to the Territory or lessor within 10 days or
- 9 any longer period prescribed by regulation; or
- 10 (b) if, despite taking reasonable steps to do so, the lessor has been
- 11 unable to give a bond release application form to a tenant
- 12 under section 34.
- 13 (2) On receiving a bond release application from the lessor, the
- 14 Territory must—
- 15 (a) give written notice of the application (a *notice of application*)
- 16 to the tenant; and
- 17 (b) if the Territory does not receive a notice disputing the
- 18 application from the tenant within 2 weeks after the day the
- 19 tenant was given the notice of application—pay out of the trust
- 20 account in accordance with the application the amount claimed
- 21 as bond in the application.
- 22 (3) The amount paid out of the trust account must not exceed the
- 23 amount of bond paid into the trust account in relation to the
- 24 residential tenancy agreement.

-
- 1 **34D Bond release application before end of agreement**
- 2 (1) A bond release application may be made before the termination of a
- 3 residential tenancy agreement if it is—
- 4 (a) made by the tenant and lessor jointly; or
- 5 (b) made by the lessor for payment to the tenant, or by the tenant
- 6 for payment to the lessor, of the total amount of the bond paid
- 7 under the agreement; or
- 8 (c) made by the lessor or tenant in accordance with an order of the
- 9 ACAT stating that money is to be paid from an amount of
- 10 bond.
- 11 *Note 1* If a form is approved under s 133 for this provision, the form must be
- 12 used.
- 13 *Note 2* Section 34E deals with applications mentioned in s (1) (c).
- 14 (2) On receiving an application under subsection (1) (a), the Territory
- 15 must pay out of the trust account—
- 16 (a) to the tenant—the amount claimed as the bond in the
- 17 application, less any amount claimed by the lessor as a
- 18 deduction from the bond; and
- 19 (b) to the lessor—any amount claimed as a deduction;
- 20 (3) On receiving an application under subsection (1) (b), the Territory
- 21 must pay out of the trust account the amount claimed as the bond to
- 22 the person mentioned in the application as the recipient.
- 23 (4) The amount paid out of the trust account under subsection (2) or (3)
- 24 must not exceed the amount of bond paid into the trust account in
- 25 relation to the residential tenancy agreement.

1 **34E Bond release application—ACAT order**

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

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

8 (2) On receiving the application, the Territory must—

9 (a) give written notice of the application (a *notice of application*)
10 to the party to the agreement who did not make the application;
11 and

12 (b) pay out of the trust account an amount of bond in accordance
13 with the application.

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

17 **15 Disputes about all or part of bond**
18 **Section 35 (1) (a)**

19 *substitute*

20 (a) a tenant or lessor is given a notice (a *notice of application*)
21 about a bond release application under section 34B (2) (a)
22 (Bond release application—application by tenant) or
23 section 34C (2) (a) (Bond release application—application by
24 lessor); and

25 **16 Termination**
26 **New section 36 (n)**

27 *insert*

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

17 New section 36 (2)

insert

(2) In this section:

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

**18 Entry for eviction purposes
New section 37 (6)**

insert

(6) This section is subject to section 61A (Lessor may enter premises to confirm abandonment).

**19 Significant hardship
Section 44 (1), new example**

insert

Example—significant hardship

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

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

20 New section 61A*insert***61A Lessor may enter premises to confirm abandonment**

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

Example

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

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

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

**21 Notice of intention to vacate—award of compensation
Section 84 (1) (b)***omit everything before paragraph (b) (i), substitute*

- (b) if the agreement does not include a break lease clause, apply to the ACAT for compensation for—

22 New section 84 (5)

insert

(5) In this section:

break lease clause—see section 8 (2).

23 New division 6.5A heading

after section 84, insert

**Division 6.5A Powers and decisions of ACAT—
protection orders****24 Section 85**

substitute

85 Definitions—div 6.5A

(1) In this division:

FV Act means the *Family Violence Act 2016*.

protected person—

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

protection order means—

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

PV Act means the *Personal Violence Act 2016*.

- 1 *respondent*—
- 2 (a) in relation to a protection order under the FV Act—see the
- 3 FV Act, dictionary; or
- 4 (b) in relation to a protection order under the PV Act—see the
- 5 PV Act, dictionary.
- 6 (2) In this section:
- 7 *personal protection order* means a protection order applied for
- 8 under the PV Act, section 12.
- 9 **85A New tenancy agreement—family violence and protection**
- 10 **orders**
- 11 (1) This section applies if—
- 12 (a) the Magistrates Court has made a protection order; and
- 13 (b) the respondent is a party to a residential tenancy agreement in
- 14 relation to premises; and
- 15 (c) the protected person under the order—
- 16 (i) is also a party to the residential tenancy agreement; or
- 17 (ii) has been living in the premises as the protected person’s
- 18 home but is not a party to the agreement; and
- 19 (d) either—
- 20 (i) the order includes an exclusion condition or a condition
- 21 prohibiting the respondent from being within a particular
- 22 distance from the protected person; or
- 23 (ii) the respondent has given an undertaking to the court to
- 24 leave the premises.

-
- 1 (2) The protected person may apply to the ACAT for either of the
2 following orders:
- 3 (a) an order terminating the existing residential tenancy
4 agreement;
- 5 (b) an order—
- 6 (i) terminating the existing residential tenancy agreement;
7 and
- 8 (ii) requiring the lessor of the premises to enter into a
9 residential tenancy agreement with the protected person
10 and any other person mentioned in the application.
- 11 (3) Each of the following is a party to a proceeding on the application:
- 12 (a) the protected person;
- 13 (b) the lessor;
- 14 (c) the respondent;
- 15 (d) any other existing tenants.
- 16 (4) In this section:
- 17 *exclusion condition*—
- 18 (a) of a protection order under the FV Act—see the FV Act,
19 section 39 (4); or
- 20 (b) of a protection order under the PV Act—see the PV Act,
21 section 31 (4).

22 **85B Applications under s 85A—ACAT orders**

- 23 (1) This section applies if the ACAT receives an application under
24 section 85A from a protected person under a protection order.
- 25 (2) The ACAT may make the order applied for if satisfied that—
- 26 (a) it is reasonable to make the order, taking into consideration the
27 length of the protection order and the length of time remaining
28 on the term of the existing residential tenancy agreement; and

Section 24

- 1 (b) it is reasonable to make the order, taking into consideration the
2 interests of any other tenants (other than the respondent) under
3 the existing residential tenancy agreement and, in particular,
4 whether the other tenants support the protected person's
5 application; and
- 6 (c) for an order mentioned in section 85A (2) (b)—
- 7 (i) the protected person or the protected person's dependent
8 children would be likely to suffer significant hardship if
9 the protected person were compelled to leave the
10 premises; and
- 11 (ii) that hardship would be greater than the hardship the
12 lessor would suffer if the order were made; and
- 13 (iii) the protected person and any other person mentioned in
14 the application could reasonably be expected to comply
15 with the terms of a residential tenancy agreement; and
- 16 (iv) if another person is mentioned in the application—the
17 lessor has been given an opportunity to consider the
18 person's suitability as a tenant.
- 19 (3) If the ACAT makes an order mentioned in section 85A (2) (b), the
20 new residential tenancy agreement must—
- 21 (a) be subject to the same rent and frequency of rent payments as
22 the existing residential tenancy agreement; and
- 23 (b) if the existing residential tenancy agreement is a fixed term
24 agreement—run for a term not longer than the remainder of the
25 fixed term; and
- 26 (c) otherwise be on the same terms as the existing residential
27 tenancy agreement, subject to any changes the ACAT decides.
- 28 (4) If the ACAT makes an order mentioned in section 85A (2) (b), the
29 existing residential tenancy agreement is terminated when the new
30 residential tenancy agreement is signed by the parties to the
31 agreement.

- 1 (5) The ACAT may determine the liabilities of the respondent, the
2 protected person or any other tenants under the existing residential
3 tenancy agreement in relation to the bond paid under the agreement.

4 **25 New part 13**

5 *insert*

6 **Part 13 Transitional—Residential**
7 **Tenancies Legislation**
8 **Amendment Act 2016**

9 **144 Definitions—pt 13**

10 In this part:

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

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

15 **145 Existing residential tenancy agreements—lessor to install**
16 **smoke alarms**

17 (1) This section applies in relation to an existing residential tenancy
18 agreement if—

19 (a) no smoke alarms are installed at the premises; or

20 (b) smoke alarms are installed at the premises but the installation
21 does not comply with the building code, volume 2, part 3.7.2.

22 (2) Not later than 12 months after the commencement day, the lessor
23 must install smoke alarms at the premises.

24 (3) The installation of the smoke alarms must comply with the building
25 code, volume 2, part 3.7.2.

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

3 **Example**

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

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

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

13 **146 Existing residential tenancy agreements—tenant to**
14 **replace smoke alarm batteries**

- 15 (1) This section applies in relation to an existing residential tenancy
16 agreement if—

17 (a) the lessor installs a smoke alarm at the premises under
18 section 145; or

19 (b) before the commencement day—a smoke alarm is installed at
20 the premises and the installation complies with the building
21 code, volume 2, part 3.7.2.

- 22 (2) The tenant must replace a battery in the smoke alarm whenever
23 necessary.

24 **147 Expiry—pt 13**

25 This part expires 12 months after the commencement day.

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

1 **26 Standard residential tenancy terms**
2 **Schedule 1, new clause 23A**

3 *insert*

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

5 23A (1) At the end of the tenancy, an inspection of the premises must
6 be carried out in the presence of the lessor and tenant.

7 (2) A condition report based on the inspection must be completed
8 in the presence of, and signed by, the lessor and tenant.

9 (3) A party may complete and sign a condition report in the
10 absence of the other party if the party has given the other party
11 a reasonable opportunity to be present when the report is
12 completed and signed.

13 **27 Schedule 1, new clause 53A**

14 *insert*

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

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

17 53A (1) The lessor must install and maintain smoke alarms in the
18 premises.

19 (2) The installation of the smoke alarms must comply with the
20 building code, volume 2, part 3.7.2.

21 **28 Schedule 1, clause 54 (5)**

22 *substitute*

23 (5) If the tenant, or a person living at the premises, is a protected
24 person in relation to an interim or final order made under the
25 *Family Violence Act 2016* or the *Personal Violence Act 2016*,
26 the tenant or person may change locks (at his or her own cost)
27 without the agreement of the other party.

Section 29

- 1 (6) If a lock is changed, a copy of the key to the changed lock
2 must be provided to the other party as soon as possible unless
3 doing so would affect the safety of a protected person.

29 Schedule 1, new clause 63A

4
5 *insert*

- 6 63A The tenant must replace the battery in a smoke alarm
7 installed in the premises whenever necessary.

30 Dictionary, note 2

8
9 *insert*

- 10 • building code
11 • working day

31 Dictionary, new definitions

12
13 *insert*

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

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

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

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

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

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

1 **Part 3** **Uncollected Goods Act 1996**

2 **32 Goods deemed uncollected**
3 **Section 5 (a)**

4 *after*
5 received
6 *insert*
7 or holds

8 **33 Section 5 (c)**

9 *after*
10 received
11 *insert*
12 or held

13 **34 Application of div 2.2**
14 **Section 6**

15 *after*
16 received
17 *insert*
18 or held

19 **35 Section 21**

20 *substitute*

21 **21 Personal effects**

22 (1) Personal effects (other than a personal document) may be disposed
23 of by public auction after 3 months.

- 1 (2) A personal document may be disposed of—
- 2 (a) by returning the document to the authority that issued it; or
- 3 (b) if it is not practicable to return the document to the authority
- 4 that issued it—in any other lawful way that the possessor
- 5 thinks appropriate.
- 6 (3) A personal document must not be disposed of in a way that results
- 7 in personal information about the owner of the document becoming
- 8 publicly available.
- 9 (4) In this section:
- 10 *personal document* means any of the following:
- 11 (a) a birth certificate, passport or other identity document;
- 12 (b) a bank book or other financial statement or document;
- 13 (c) a photograph or other personal memorabilia;
- 14 (d) a licence or other document conferring an authority, right or
- 15 qualification;
- 16 (e) a document prescribed by regulation.

17 **36 Dictionary, definition of *personal effects***

18 *omit*

Endnotes

1 Presentation speech

Presentation speech made in the Legislative Assembly on 8 June 2016.

2 Notification

Notified under the [Legislation Act](#) on 2016.

3 Republications of amended laws

For the latest republication of amended laws, see www.legislation.act.gov.au.
