

2012

**THE LEGISLATIVE ASSEMBLY OF THE
AUSTRALIAN CAPITAL TERRITORY**

RESIDENTIAL TENANCIES AMENDMENT REGULATION 2012 (No 1)

EXPLANATORY STATEMENT

SL2012-11

**Presented by
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Attorney-General**

Residential Tenancies Amendment Regulation 2012 (No 1)

Overview

The *Residential Tenancies Amendment Regulation 2012 (No 1)* ‘the Amendment Regulation’ amends the *Residential Tenancies Regulation 1998*.

The Amendment Regulation inserts a new regulation which prescribes a class of agreements under section 6D(1)(d) of the *Residential Tenancies Act 1997* that are not residential tenancy agreements. The consequence of inserting this regulation is that the agreements that are prescribed are not subject to the provisions of the *Residential Tenancies Act 1997* that apply to a lessor and tenant.

The agreements that are prescribed by the Amendment Regulation are agreements entered into between the Territory as lessor and individuals as lessees. Only those agreements that include a term that the lessor is liable to pay to the lessee an exit payment at the end of the agreement, being the sublease consideration paid by the lessee plus half the capital gain of the unit, are excluded from the Act.

The primary purpose of the agreements is to increase affordable housing options provided by the Territory for older people.

Clause notes

Clause 1 Name of regulation

This clause states that this regulation is the *Residential Tenancies Amendment Regulation 2012 (No 1)*.

Clause 2 Commencement

This clause states that this regulation commences on the day after its notification day.

Clause 3 Legislation amended

This clause states that this Regulation amends the *Residential Tenancies Regulation 1998*.

Clause 4 Prescribed agreement not residential tenancy agreement—Act, s 6D(1) (d)

This clause inserts new regulation 1A into the *Residential Tenancies Regulation 1998*.

The new regulation prescribes a class of agreements as not being residential tenancy agreements.

An agreement is prescribed if it:

- is between the Territory as lessor and a person as lessee; and
- includes a term that the lessor is liable to pay to the lessee an exit payment, being the sublease consideration paid by the lessee plus half the capital gain in the unit.