

Residential Tenancies and Rooming Accommodation Bill 2008

Explanatory Notes

Title of the Bill

Residential Tenancies and Rooming Accommodation Bill 2008 (the Bill).

Objectives of the Bill

The Bill will replace the *Residential Tenancies Act 1994* and the *Residential Services (Accommodation) Act 2002*. It will update provisions of these Acts and consolidate them into one piece of legislation. The Bill sets out the rights and obligations for tenants and residents, and for lessors, agents and accommodation providers renting residential premises in Queensland.

Achievement of the Objectives

The objectives of the *Residential Tenancies and Rooming Accommodation Bill 2008* are to be achieved by regulating the making, content, operation and termination of agreements, providing for the resolution of disputes, and establishing the Residential Tenancies Authority to receive, hold and pay rental bonds and monitor and enforce compliance with the Act.

Alternative Ways of Achieving Policy Objectives

There are no other practicable ways of achieving the policy objectives.

Consistency with Fundamental Legislative Principles

The proposed amendments are generally consistent with fundamental legislative principles, however two potential breaches of fundamental legislative principles were identified:

- one is to apply the new Act to existing agreements from its commencement. Changing the terms of existing agreements will affect the rights and obligations of parties. Tenants will not be

disadvantaged because the new Act provides greater protection for them, such as providing increased notice periods. However, the changes do not significantly disadvantage lessors. Key stakeholder groups, particularly the Real Estate Institute of Queensland and tenant advocate representatives, strongly argued that a transitional period for existing agreements would be confusing and that there would be significant costs if there was a requirement to replace existing agreements with new documentation; and

- the other potential breach of fundamental legislative principles relates to the processes around bond refunds which involve Department of Housing bond loan clients. The new Act will allow the Department of Housing to dispute a proposed bond refund distribution between contributors in clearly defined circumstances. While this new provision may cause some time delays for bond refunds and minor inconvenience for other bond contributors, it will minimise the prospect of fraudulent transfer of bond loan refunds from bond loan contributors to cash contributors.

Consultation

Residential Services (Accommodation) Act 2002

A working party of major stakeholder groups was established in October 2004 to review the *Residential Services (Accommodation) Act 2002*, with representatives from the Boarding House Action Group, Boarding House Owners' and Managers' Association, Queensland Disability Housing Coalition, Supported Accommodation Providers' Association, Tenants' Union of Queensland, Real Estate Institute of Queensland, Australian Pensioners' and Superannuants' League, Aged Care Queensland, University of Queensland Accommodation Office and EL Property Management (student accommodation providers).

A discussion paper outlining issues for public consultation was released in February 2005. Consultation included workshops in Brisbane and major regional areas. The stakeholder working party was consulted during the development of preferred policy options. A Policy Review Paper detailing preferred policy options was released for public consultation in October 2006.

Input from Government agencies was sought throughout the consultation process about the Accommodation Act provisions. There were 15 submissions received from Government agencies on the Policy Review

Paper proposals. During the course of the review, there was liaison with targeted Government agencies including the Queensland Police Service, Disability Services Queensland and the Department of Housing.

Residential Tenancies Act 1994

A working party of major stakeholder groups was established in early 2006 to review the *Residential Tenancies Act 1994* with representatives from Caravan and Manufactured Home Residents Association Inc, Caravan Industry Australia (Qld), Property Owners Association Queensland, Queensland Public Tenants Association, Queensland Resident Accommodation Managers' Association Inc, Queensland Shelter, Real Estate Institute of Queensland, Tenant Advice and Advocacy Service and Tenants' Union of Queensland.

The review of the Tenancies Act began in February 2006 with public consultation seeking submissions about the operation of the Act. A Policy Review Paper outlining preferred policy options was released for public consultation in April 2007.

Members of the Stakeholder Working Party and other interested parties received a copy of the draft Bill for targeted consultation. Other organisations, such as on-campus university accommodation providers and financial representatives, were provided with copies of sections relevant to their sector.

Input from Government agencies was also sought throughout the consultation process about the Tenancies Act. The RTA liaised with individual agencies on specific issues such as disability housing, Government employee housing, social housing and where the State is the lessor. Specific consultation occurred with the relevant departments, such as the Department of Housing, during development of specific provisions such as tenancy guarantees and bond loan amendments.

Community comments on the Tenancies Act and the Accommodation Act policy proposals are generally supported although stakeholders have varying concerns depending on their interests. All government agencies and statutory bodies consulted have expressed support for the proposed Bill.

Notes on Provisions

Chapter 1 Preliminary

Part 1 Introduction

Clause 1 sets out the short title of the Act.

Clause 2 provides that the Bill commences on a day to be fixed by proclamation.

Clause 3 provides that the Act binds all persons, including the States and the Commonwealth. However, some provisions of the Act do not apply to the State, and the Commonwealth or a State cannot be prosecuted for an offence.

Clause 4 provides that a right or remedy given to a person under the Act is in addition to any other right or remedy the person would have, but must not be inconsistent with this Act.

Part 2 Objects of Act

Clause 5 provides the objects of the Act are to state the rights and obligations of the parties for residential tenancies and rooming accommodation by regulating residential tenancy and rooming accommodation agreements, providing for dispute resolution, and establishing the powers and functions of Residential Tenancies Authority to receive, hold and pay rental bonds, and to monitor and enforce compliance with the Act.

Part 3 Interpretation

Division 1 Location of definitions

Clause 6 provides for a dictionary to define the words, key terms and definitions.

Division 2 Meaning of key terms for residential tenancies

Clause 7 defines a caravan as a trailer designed to be used mainly for residential purposes. It provides that a caravan is designed to be moved by a self-propelled vehicle with the original design capable of being registered under a State law about the use of vehicles on public roads. A caravan does not have to be fitted with wheels and was not designed for permanent attachment to land, but was designed for attachment to a motor vehicle and for use for residential purposes. A caravan may also be a self-propelled vehicle which was originally designed to be used as both a vehicle and for residential purposes, or designed to be used only as a vehicle but has been modified to be used as both a vehicle and for residential purposes, and whose original design meant it was capable of being registered under a State law about the use of vehicles on public roads.

Clause 8 defines a lessor as the person who gives the right to occupy residential premises under a residential tenancy agreement and includes a person's personal representative, successor and assign. A lessor includes a prospective lessor and a tenant who sublets the premises.

Clause 9 defines residential tenancy premises to include a part of the premises and the land where the premises are located. Residential tenancy premises also include a caravan or its site, both the caravan and site, a manufactured home in (or intended to be situated in) a moveable dwelling park or its site, both the manufactured home and site, and a houseboat.

Clause 10 defines residential premises as premises used, or intended to be used, as a place of residence or mainly as a place of residence.

Clause 11 defines a residential tenancy as the right to occupy residential premises under a residential tenancy agreement.

Clause 12 defines a residential tenancy agreement as an agreement under which a person gives someone else a right to occupy residential premises as a residence, whether or not they have exclusive possession. An agreement may be wholly in writing, wholly oral, wholly implied or partly in any of these forms. A rooming accommodation agreement is not a residential tenancy unless it is a residential tenancy agreement under section 18.

Clause 13 defines a tenant as the person to whom the right to occupy residential premises under a residential tenancy agreement is given. A person includes a lessee which includes a person's personal representatives, successors, assigns and a tenant. It includes prospective tenants and subtenants.

Division 3 Meaning of key terms for rooming accommodation

Clause 14 defines a resident as a person who occupies one or more rooms in rental premises as their only or main residence. A resident cannot be the accommodation provider or a relative of the accommodation provider.

Clause 15 defines rooming accommodation as accommodation for residents in return for rent. Residents must have a right to occupy one or more rooms, but do not have a right to occupy the whole of the premises, and share other rooms or facilities such as bathroom or kitchen. The premises must not be self-contained and the rooms do not have to be in the same premises. It does not matter if the resident is provided with a food service, personal care service or other service.

Clause 16 defines a rooming accommodation agreement as an agreement where a provider provides rooming accommodation to a resident in rental premises. The agreement may be entirely in writing, entirely oral or entirely implied, or in a combination of these forms. A rooming accommodation agreement is not a residential tenancies agreement under section 18.

Clause 17 defines a provider as a person who provides rooming accommodation to residents.

Part 4 Application and operation of Act

Division 1 Matters relating to residential tenancies and rooming accommodation

Clause 18 provides that if parties to a rooming accommodation agreement sign a written agreement which states that the agreement is a residential tenancy agreement, then the agreement is taken to be a residential tenancy agreement. Signing such an agreement is not contracting out of the Act.

Clause 19 provides that a reference to an agreement refers to either a residential tenancy agreement or a rooming accommodation agreement to which this Act applies. Any exception is noted in the Act.

Clause 20 provides that a reference to a lessor or tenant refers to a lessor or tenant under a residential tenancy agreement to which this Act applies. Any exception is noted in the Act.

Clause 21 provides that a reference to a provider or resident refers to a provider or resident under a rooming accommodation agreement to which this Act applies. Any exception is noted in the Act.

Clause 22 provides that a reference to premises refers to a residential premises under a residential tenancy agreement to which this Act applies. Any exception is noted in the Act.

Clause 23 provides that Act a reference to a tenancy or a residential tenancy is a reference to a residential tenancy under a residential tenancy agreement to which this Act applies. Any exception is noted in the Act.

Clause 24 clarifies that any reference to the lessor's agent is a reference to a person who is the agent of the lessor or agent of the provider. Both the lessor and the agent, or provider and agent, have complied if the required act is done by either the agent or personally by the lessor or provider. Both the lessor and agent, or provider and agent, have contravened the provision if the required act is not done and each of the lessor and agent, or provider and agent, may be liable for any offence. Section 512(3) (Responsibility for act or omission of representative) applies to a proceeding for the offence.

Clause 25 provides that a reference in the Act to something being done by a lessor or a provider, but which does not mention an agent of the lessor or provider, does not limit the agent of the lessor or provider.

Clause 26 provides that this Act does not apply to a lease if the State is the lessor and the lease is granted under an authorising law. However, if the lessee sublets, the Act will apply to any sublease as long as the Act is not inconsistent with the authorising law. The Act does not apply to a long-term lease of at least 100 years or a perpetual lease by the South Bank Corporation where the premises are within the South Bank corporation area. However, the Act applies to any sublease if the lessee sublets for residential purposes.

Clause 27 provides that the *Property Law Act 1974* applies to tenancies which are not residential tenancies but does not apply to residential tenancy agreements.

Clause 28 clarifies that a minor can enter into a residential tenancy agreement or a rooming accommodation agreement which is as enforceable as if an adult had entered into the agreement.

Division 2 Residential tenancy agreements to which this Act applies and does not apply

Clause 29 provides that the Act does not apply to all residential tenancy agreements and gives examples of exclusions. Otherwise, the Act applies to residential tenancy agreements including the premises, the tenancy and lessors and tenants.

Clause 30 provides that the Act does not apply where the tenancy arises from a term of the contract of sale of residential premises (for periods less than 28 days) or from a term of a mortgage between the parties.

Clause 31 provides that the Act does not apply to residential tenancy agreements where the occupation of premises is for holiday purposes. An indication of holiday purposes is where the right to occupy is for less than six weeks.

Clause 32 exempts boarders and lodgers from the Act, except in relation to rental bonds. Section 424 indicates what matters may indicate if a person is a boarder or lodger.

Clause 33 provides that this Act does not apply to a residential tenancy agreement if the accommodation premises are used for school students, provided under agreement with a school, arranged by a school for another

school's students or provided with financial assistance from the education department. This Act also does not apply to accommodation provided for students within the geographical external boundary of a university campus if the accommodation service is provided by the university or a not for profit entity, irrespective of who may own the land within the acknowledged boundary of the university. However, any rental bonds paid for a residential tenancy for accommodation within the external boundary of a university campus are captured by this Act and the provisions about maximum amounts, requirements to lodge, refund proceedings and dispute resolution provisions apply.

Clause 34 exempts residential tenancy agreements for premises that are part of a hospital, nursing home or retirement village unless the person is employed at that location. However, the Act applies if a person resides in a retirement village under a residential tenancy agreement but not a residence contract or under section 70B of the Retirement Villages Act 1999.

Clause 35 exempts rental purchase plan agreements.

Clause 36 exempts tenants in temporary refuge accommodation which is not approved supported accommodation.

Clause 37 exempts site agreements under the *Manufactured Homes (Residential Parks) Act 2003*, but does apply to subsequent agreements where the home owner rents the premises to a tenant.

Clause 38 exempts headleases entered into by the Commonwealth, the State, a local government or a corporation to sublet the premises to an employee. However, the Act applies to the sublease.

Clause 39 exempts headleases entered into by the Commonwealth, the State, a local government or a non-profit corporation to sublet the premises to a person under an affordable housing scheme. However, the Act applies to the sublease.

Clause 40 provides that the Act applies to residential tenancy agreements in hotels and motels.

Clause 41 exempts headleases where the premises are to provide approved supported accommodation. However, the Act applies to subleases unless the tenant has occupied the premises under an agreement for not more than 13 weeks.

Clause 42 provides that the Act does not apply to a residential tenancy agreement or residential premises which are currently the subject of an intensive drug rehabilitation order under the *Drug Court Act 2000*.

Division 3 Rooming accommodation agreements to which this Act applies and does not apply

Clause 43 provides that the Act applies to rooming accommodation agreements, providers, residents and rental premises. However, the Act does not apply to all rooming accommodation agreements.

Clause 44 exempts rooming accommodation where the provider lives in the premises and rents fewer than three rooms in the premises. Other exemptions are accommodation provided under identified Acts or arrangements which govern aged care, mental health, private health facilities, Supported Accommodation Assistance Program, Aboriginal Hostels Limited, retirement villages and accommodation provided for holiday makers or travellers (of six weeks or less duration). Agreements for university students accessing on campus student accommodation provided by the University or a not for profit organisation are exempt, except in relation to rental bonds.

Division 4 Moveable dwelling premises

Clause 45 provides that division 4 applies to moveable dwelling premises.

Clause 46 classifies moveable dwelling tenancies as either short or long tenancies, which affects how the Act applies to the agreements.

Clause 47 provides that a short tenancy is where occupation is for 42 days or less. The lessor and tenant must make a written statement before or when the tenancy starts to this effect.

Clause 48 allows the lessor and tenant to extend the short tenancy statement for another period of up to 42 days. Only one extension is allowed, and must be made within the first tenancy period.

Clause 49 provides that a tenant may apply to a tribunal to set aside a short tenancy (extension) statement because the lessor exerted undue influence.

Clause 50 defines a short tenancy (moveable dwelling) in relation to short tenancy statements and extensions.

Clause 51 defines a long tenancy (moveable dwelling) as not being a short tenancy (moveable dwelling).

Chapter 2 Residential tenancy agreements and rooming accommodation agreements

Part 1 Agreements

Division 2 Residential tenancy agreements

Subdivision 1 General provisions

Clause 52 provides that duties and entitlements are considered to be terms of the agreement, even if they are not included as part of the written agreement. These include any by-laws, park rules and conciliation agreements.

Clause 53 provides that a person cannot contract out of the Act to avoid any of the Act's requirements, and any such agreement is void.

Clause 54 provides that the Act and standard terms prevail if there is any inconsistency with terms of the agreement.

Clause 55 provides that standard terms for residential tenancy agreements are contained in the regulation.

Clause 56 defines special terms as terms which are not standard terms or terms which are a duty or entitlement under the Act.

Clause 57 requires any public advertising or offering of rental premises to state a fixed amount for rent. It does not intend to cover situations where premises are offered to clients as part of a subsidised housing program and the amount of rent is dependent on a number of factors, including their

eligibility to access the housing. The requirements for advertising do not include signage placed on or near the premises. If a fixed amount is not included in advertising, then the lessor or agent must not require a tenant to pay a rental bond.

Clause 58 requires the lessor or agent to give the proposed tenancy agreement to the prospective tenant. If the tenant is not given the agreement, the lessor or agent cannot accept a document from the tenant that commits them to the tenancy, or require or accept any money (other than a key deposit) from the tenant, or enter into a tenancy agreement. This does not apply to short tenancy (moveable dwelling) agreements.

Clause 59 prevents a lessor or agent from taking any money from a prospective tenant other than for a key deposit, holding deposit, rental bond or rent for the agreement.

Clause 60 provides for a tribunal to make orders, on a tenant's application, where the lessor or agent has not complied with the requirements in sections 58 and 59. Orders may include that the lessor or agent pay an amount of money to the tenant, that the agreement has no effect, vary the terms of the agreement, or any other order.

Clause 61 requires the lessor or agent to ensure the residential tenancy agreement (other than a short tenancy (moveable dwelling) or an agreement continuing after a fixed term agreement as a periodic agreement) is in writing and is clear and precise. The written agreement must include standard terms with the appropriate information included and any special terms. The lessor or agent must meet all the costs of preparing the document. Even where an agreement is not in writing, it is still enforceable under this Act.

Clause 62 requires the lessor or agent to give a tenancy agreement (other than a short tenancy (moveable dwelling)) to a tenant on or before the day the tenant occupies the premises. The tenant must sign and return the document to the lessor or agent within five days of receiving it. The lessor or agent then has 14 days after receipt from the tenant to sign the document and give a copy signed by both parties to the tenant.

Clause 63 requires the lessor or agent to keep a copy of the agreement for one year after the agreement ends, whether or not the agreement has been signed by all parties.

Clause 64 allows a tenant and/or lessor to apply to the tribunal if they believe the obligations about giving, signing and returning copies of a

tenancy agreement have not been met by the other party. The tribunal may make orders about signing or returning the agreement to the other party.

Subdivision 2 Associated documents

Clause 65 requires the parties to complete an entry condition report for the premises and inclusions (except for short tenancies (moveable dwellings)). The lessor or agent must fill in and sign the condition report and give a copy to the tenant prior to the tenant's occupation. The tenant has three days after occupation to complete and sign the report then return it. The tenant can disagree with the lessor or agent's report. The lessor or agent must give a copy of the signed and completed report to the tenant within 14 days of the return, and must retain a copy of the report for at least one year after the agreement ends.

Clause 66 requires the tenant to complete an exit condition report for the premises and inclusions, sign the report and give a copy to the lessor or agent. The lessor or agent must sign the report within three business days, return a copy to the tenant's forwarding address if known and keep a copy of the condition report for at least one year after the agreement ends.

Clause 67 requires the lessor or agent to give the tenant an approved information statement which details rights and responsibilities of the parties, how to resolve disputes and referral organisations. It must be given the earlier of signing the written agreement or when the tenant is entitled to occupy the premises. A tenant in a short tenancy (moveable dwelling) must be given the statement when the tenancy commences.

Clause 68 requires the lessor or agent to give a tenant in a moveable dwelling park a copy of the park rules either when the agreement is given to the tenant for signing (if a long tenancy) or at the start of the agreement (if a short tenancy). A copy of any changed park rules must be given as soon as the change takes effect.

Clause 69 requires the lessor or agent to give a copy of any relevant by-laws to the tenant with a copy of the agreement for signing.

Subdivision 3 Fixed term agreements

Clause 70 provides that a fixed term tenancy continues as a periodic tenancy with the same terms (apart from terms about the length of the tenancy) after the end date if no notices to terminate the tenancy in accordance with the Act have been given. However, the lessor and tenant can enter into a new fixed term agreement starting at the end of the first fixed term. This does not apply to a short tenancy (moveable dwelling).

Clause 71 provides that a tenant can apply to a tribunal for an order about a significant change they consider unreasonable to the terms of a new agreement for the same premises where at least one of the existing tenants remains in the premises. This applies whether the old and new lessor are different. The tenant must apply within 30 days after entering into the new agreement. The tribunal must have regard to some matters and can make appropriate orders. The State is exempt if the significant change relates to a rent increase. Possible significant changes are listed and include changes to special terms, rent, pets, service charges and number of occupants.

Division 2 Rooming accommodation agreements

Subdivision 1 General provisions

Clause 72 provides that the terms of a rooming accommodation agreement include obligations under the agreement, house rules, conciliation agreements and any other duties imposed under this Act.

Clause 73 provides that standard terms for a rooming accommodation agreement are contained in the regulation.

Clause 74 defines special terms for a rooming accommodation agreement as terms that are not standard terms, house rules, conciliated agreements or duties under this Act. The special term may include terms about a food service or personal care service.

Clause 75 provides that a person cannot contract out of the Act to avoid any of the Act's requirements, and any such agreement is void.

Clause 76 provides that the Act and standard terms prevail if there is any inconsistency with terms of the agreement.

Clause 77 requires the provider or their agent to ensure a rooming accommodation agreement is in writing, written in a clear and precise way, and includes the standard terms and any special terms. Standard terms must contain the required information to be effective. The agreement must include details about the parties, the services provided, rent payments, components of rent, the term of the agreement, and be signed by the parties. The provider must meet all costs for preparing the agreement.

Clause 78 requires the provider or their agent to give a copy of the rooming accommodation agreement to the resident to sign on or before the day they occupy the premises. The provider or their agent has three days after the resident has signed the document to return a copy signed by both parties to the resident.

Clause 79 provides that the provider or agent must keep a copy of the rooming accommodation agreement for one year after the agreement ends, whether or not it has been signed by all parties.

Subdivision 2 Associated documents

Clause 80 provides that the subdivision applies only if a rental bond is required under a rooming accommodation agreement.

Clause 81 requires the parties to complete an entry condition report for the premises and inclusions. The provider or agent must fill in and sign the condition report and give a copy to the resident prior to the resident's occupation. The resident has three days after occupation to complete and sign the report then return it. The resident can disagree with the provider's or agent's report. The provider or agent must give a copy of the signed and completed report to the tenant within 14 days of the return, and must retain a copy of the report for at least one year after the agreement ends.

Subdivision 3 Fixed term agreements

Clause 82 provides that a fixed term tenancy continues as a periodic tenancy with the same terms (apart from terms about the length of the

tenancy) after the end date if no notices to terminate the rooming accommodation agreement in accordance with the Act have been given. However, the provider and resident can enter into a new fixed term agreement starting at the end of the first fixed term.

Part 2 Rent

Division 1 Residential tenancy agreements

Clause 83 requires the tenant to pay rent in an approved way, as stated in the tenancy agreement. The lessor or tenant can vary the rent payment method if each agrees in writing. Approved methods of paying rent are listed.

Clause 84 requires a lessor or agent to give a written notice to the tenant giving them a choice of at least two approved ways of paying rent if they propose a method which is not listed as an approved rent payment method. The lessor or agent must also advise the tenant of the costs associated with the non-approved rent payment method if the lessor or agent could reasonably be expected to know the costs and the tenant would not reasonably be aware of the costs.

Clause 85 requires the tenant to pay rent at the place stated in the agreement. The lessor can change the place by giving written notice to the tenant, and the tenant must pay at the place stated or, if not stated, at an appropriate place.

Clause 86 provides that if a tenant pays rent by electronic transaction, then the payment is taken to have been received by the lessor or agent on the day the tenant effects the transaction if the tenant has not taken any action to defer the payment. This applies even where the payment is delayed because of circumstances beyond the tenant's control.

Clause 87 prevents a lessor or agent from requiring a tenant to pay any more rent before the period for which rent paid in advance has expired. In a periodic agreement or a moveable dwelling agreement, a tenant can only be required to pay a maximum of two weeks rent in advance. In any other agreement, a tenant can only be required to pay a maximum of one months rent in advance.

Clause 88 requires a person receiving rent payment to give a receipt if the payment is in cash, or if the payment is by cheque and the person requests a receipt. Requirements for when the receipt must be given are outlined. The lessor or agent is required to maintain a written record of payments (other than by cash or receipted cheque) and give a copy of the rent payment records to the tenant if requested. The requirements for contents of the receipt are outlined. Copies of rent payment records and receipts must be kept for one year after the agreement ends.

Clause 89 requires lessors or agents to keep copies of receipts or rent payment records for one year after the agreement ends.

Clause 90 provides that a person must not make a false or misleading entry in a rent record or fail to record known particulars.

Clause 91 requires the lessor to give the tenant two months written notice of a proposed rent increase, stating the amount of the increase and from when it is to apply. The increased rent is payable from the day stated. Rent under a fixed term agreement can only be increased if the agreement also provides for an increase and states the amount. This section does not apply if the lessor is the Department of Housing, or if it is State Government employee housing.

Clause 92 allows a tenant to apply to the tribunal for an order about a proposed rent increase if the tenant considers the increase excessive. The tenant must apply to the tribunal within 30 days of receiving the notice and before the end of a fixed term agreement. The tribunal may make an order about the rent and must have regard to a number of factors. This section does not apply if the lessor is the Department of Housing, or if it is State Government employee housing.

Clause 93 provides that rent cannot be increased unless at least six months has passed since the last increase, either during an existing residential tenancies agreement or from one agreement to the next. This applies if at least one of the tenants for the existing rent will be subject to the increase and applies whether or not the lessor is the same person. If a notice of a rent increase is given prior to the six months, the increase does not take effect until after the required period. This does not apply to social housing administered by the Department of Housing, or employee housing where the State is the lessor.

Clause 94 allows tenants to apply to the tribunal for a rent decrease for identified reasons, including if the premises are partly or completely unfit to live in, have been compulsorily acquired by an authority or may no

longer be used lawfully as a residence. A rent decrease also applies if the withdrawal of service or amenity or standard of the premises decreases substantially other than because of a failure by the tenant.

Clause 95 prevents a person from seizing or disposing of a tenant's goods as security or payment for rent or other money owing to the lessor, including loss or damage. This does not apply to the disposal of goods left behind or an enforcement warrant.

Clause 96 prevents a lessor or agent from using rent money paid by tenants for any purpose other than rent. Even if the lessor or agent uses the rent money for another purpose, the payment is to be taken to be a rent payment.

Clause 97 provides that rent payable accumulates daily and is to be apportioned at the end of the agreement. Either party may apply to the tribunal for an order if there is a dispute.

Division 2 Rooming accommodation agreements

Clause 98 requires a provider or agent to give a written notice to the resident giving them a choice of at least two approved ways of paying rent, if they propose a method which is not listed as an approved rent payment method. The provider or agent must also advise the resident of the costs associated with the non-approved rent payment method if the provider or agent could reasonably be expected to know the costs and the resident would not reasonably be aware of the costs.

Clause 99 requires a provider or agent to give a written notice to the resident giving them a choice of at least two approved ways of paying rent if they propose a method which is not listed as an approved rent payment method. The provider or agent must also advise the resident of the costs associated with the non-approved rent payment method if the provider or agent could reasonably be expected to know the costs and the resident would not reasonably be aware of the costs.

Clause 100 requires the resident to pay rent at the place stated in the agreement. The provider can change the place by giving written notice to the resident, and the resident must pay at the place stated if it is reasonable or, if not stated, at an appropriate place.

Clause 101 prevents a provider or agent from requiring a resident to pay any more rent before the period for which rent paid in advance has expired. A resident can only be required to pay a maximum of two weeks rent in advance.

Clause 102 requires a person receiving rent payment to give a receipt if the payment is in cash, or if the payment is by cheque and the person requests a receipt. Requirements for when the receipt must be given are outlined. The provider or agent is required to maintain a written record of payments (other than by cash or receipted cheque) and give a copy of the rent payment records to the resident if requested. The requirements for contents of the receipt are outlined. Copies of rent payment records and receipts must be kept for one year after the agreement ends.

Clause 103 requires providers or agents to keep copies of receipts or rent payment records for one year after the agreement ends, or a period fixed by a regulation.

Clause 104 provides that a person must not make a false or misleading entry in a rent record, or fail to record known particulars.

Clause 105 requires the provider to give the resident four weeks written notice of a proposed rent increase stating the amount of the increase, and from when it is to apply. Rent under a fixed term agreement can only be increased if the agreement also provides for an increase and states the amount. Some sections do not apply if the parties amend the rooming accommodation agreement so the provider is to provide another service at an additional cost.

Clause 106 allows residents and providers to agree to a decrease in rent if the premises are unfit to live in or their amenity has decreased, other than by a failure by the resident, or if a service previously provided has been reduced. Either party may apply to the tribunal for an order to decrease the rent if no agreement can be reached.

Clause 107 provides for rent decreases in rooming accommodation where the resident is absent and is not receiving a food service (if the resident is absent for more than two weeks) or a personal care service. The provider and resident can agree to a rent reduction for the absence, or the resident can apply to a tribunal for an order. The matters the tribunal must consider are listed.

Clause 108 prevents a person from seizing or disposing of a resident's goods as security or payment for rent or other money owing to the provider,

including loss or damage. This does not apply to the disposal of goods left behind or an enforcement warrant.

Clause 109 provides that rent payable accumulates daily and is to be apportioned at the end of the agreement. Either party may apply to the tribunal for an order if there is a dispute.

Part 3 Rental bonds

Division 1 Application of part

Clause 110 provides that that the part applies to rental bonds under both residential tenancy agreements and rooming accommodation agreements, and clarifies references.

Division 2 Payments to authority

Clause 111 defines a rental bond as any money paid by the tenant or resident for the financial protection of the lessor or provider against any breach of the agreement. Rental bond does not include rent paid in advance. Matters for deciding whether an amount is a rental bond are set out.

Clause 112 sets out the maximum allowable amount of rental bond. For general tenancies and rooming accommodation, the maximum amount is four times the weekly rent. For moveable dwelling tenancies, the maximum amount is two times the weekly rent, or three times the weekly rent if electricity is included. Refer also to clause 146 for maximum rental bond provisions.

Clause 113 defines a rental bond contributor as the person who is a cotenant or the only tenant and is responsible for payment of all or part of the bond. Indications of whether a person may be a contributor to the bond are listed.

Clause 114 defines a bond loan contributor as a person who is a cotenant and whose contribution to the rental bond was provided in whole or in part by a bond loan through the relevant Government agency.

Clause 115 provides that a share of a rental bond applies where there is more than one contributor to the rental bond. If there are two or more contributors to the bond, the Residential Tenancies Authority is to assume the contributors have equal shares unless otherwise notified in writing of the amount for which each is responsible.

Clause 116 requires a person receiving a rental bond to lodge the money and the relevant form with the Residential Tenancies Authority within 10 days. The exception is where the rental bond is paid in instalments.

Clause 117 applies to residential tenancies where the lessor receives financial or other assistance from the State to supply rental accommodation. The lessor or agent must lodge rental bond instalment payments and the required form with the Residential Tenancies Authority within 10 days after receiving the final instalment payment. If the agreement ends before all the instalment payments are received, the lessor or agent must lodge all instalment payments and the required form with the Authority within 10 days of the end of the agreement.

Clause 118 applies to rooming accommodation agreements. The provider must lodge rental bond instalment payments and the required form with the Residential Tenancies Authority within 10 days after receiving the final instalment payment. If the agreement ends before the full bond is paid, the provider must lodge all instalment payments and the required form with the Authority within 10 days of the end of the agreement. However, if the full bond has been received within three months, the provider must lodge all the rental bond instalment payments received, and then lodge subsequent instalment payments within 10 days of receipt.

Clause 119 requires the lessor to lodge an amount of money for a rental bond with the Residential Tenancies Authority within 10 days if financial protection has been given on behalf of the tenant. The amount lodged cannot exceed the maximum rental bond allowed to be charged for the premises.

Clause 120 requires the Residential Tenancies Authority to advise both the tenant and lessor in writing when a rental bond has been lodged.

Clause 121 provides that only the Residential Tenancies Authority is entitled to the interest received on the investment of rental bonds.

Clause 122 allows a rental bond charged for one agreement to continue as the rental bond for a new agreement where the first agreement has ended and the tenant or resident continues to occupy premises under an agreement with the owner or agent.

Division 3 Payments by authority

Subdivision 1 Preliminary

Clause 123 provides for the division to deal with rental bond payments.

Clause 124 requires the Residential Tenancies Authority to refund rental bonds in accordance with the division.

Clause 125 requires an approved form to be used when requesting a refund of rental bond. Payments can only be made to lessors or a contributor for the bond.

Subdivision 2 Payment of bond if only 1 contributor

Clause 126 provides that the subdivision applies where there is only one contributor for the bond.

Clause 127 requires the Residential Tenancies Authority to refund rental bonds as directed, where there is a joint application by the lessor and contributor.

Clause 128 requires the Residential Tenancies Authority to refund the rental bond to the contributor if only the lessor has made the application. If the lessor has requested the rental bond to be refunded to themselves, the contributor is considered the interested person for the processes outlined in section 136.

Clause 129 requires the Residential Tenancies Authority to refund the rental bond to the lessor if only the contributor has made the application. If the contributor has requested the rental bond to be refunded to themselves, the lessor is considered the interested person for the processes outlined in section 136.

Subdivision 3 Payment of bond if more than 1 contributor

Clause 130 provides that the subdivision applies if there is more than one contributor for the rental bond and there has been an application for refund.

Clause 131 requires the Residential Tenancies Authority to refund rental bonds as directed, where there is a joint application by the lessor and every contributor.

Clause 132 outlines how the Residential Tenancies Authority must make rental bond refund payments where an application for a refund is made by the lessor and some but not all of the contributors.

Clause 133 provides that the Residential Tenancies Authority must refund the bond to the contributors in the same proportions as their shares of the bond, if the application is made only by the lessor. Otherwise, notices must be given to interested parties in accordance with section 136.

Clause 134 requires the Residential Tenancies Authority to refund any bond to the lessor as director, if all the contributors, but not the lessor, have applied for the refund. Otherwise, notices must be given to interested parties in accordance with section 136.

Clause 135 provides that if not all contributors and the lessor have made an application for a refund of bond, then notices must be given to the interested parties in accordance with section 136.

Subdivision 4 Other matters about payment

Clause 136 requires the Residential Tenancies Authority to give a written notice about a claim for a rental bond to interested persons for identified provisions of the Act. The process for issuing the notice, dispute resolution options and when the Authority can make rental bond refunds is outlined.

Clause 137 requires the Residential Tenancies Authority to pay the rental bond in accordance with a Tribunal order if the Authority has been given a copy.

Clause 138 requires the Residential Tenancies Authority to refund the rental bond to the person instead of the contributor if the Authority is satisfied that the person paid the rental bond.

Clause 139 prevents the Residential Tenancies Authority from paying a rental bond if it knows that either party has issued notices to end the agreement and the end date has not arrived. However the Authority can make a payment to other parties if authorised under the Act.

Clause 140 requires the Residential Tenancies Authority to stop dealing with a refund application if there is only one applicant and the application is withdrawn, or if all applicants withdraw the application. However, if some but not all applicants withdraw, the Authority must continue to deal with the refund as if it was an application made by the applicants who did not withdraw.

Clause 141 provides that the Residential Tenancies Authority must make payments as directed by the person. A payment can only be made to someone other than the tenant if, under a regulation, the person is taken to have contributed to the bond (subject to section 134 provisions). A lessor's payment can only be made to the lessor or their agent.

Subdivision 5 Payment by authority in stated circumstances if bond loan contributor

Clause 142 provides that the subdivision applies where at least one but not all of the bond contributors has a bond loan with the Department of Housing, and the bond loan client's share is proportionally less than the other contributors and the bond loan client's share is less than the outstanding loan amount.

Clause 143 provides that in this subdivision, the chief executive officer of the Department of Housing is to be considered an interested person for rental bond payments.

Clause 144 provides that the chief executive officer of the Department of Housing is taken to be an interested person for sections 131 and 136 for rental bond payments.

Division 4 Enforcement provisions

Clause 145 outlines the required information which must be contained in a rental bond receipt. The person receiving the rental bond is responsible for giving the receipt, ensuring it contains the required information, and keeping a copy of the receipt for at least one year after the agreement ends.

Clause 146 prevents a person from requiring or accepting an amount of rental bond above the maximum allowable under the Act. Different maximum amounts apply where the tenant receives a rental subsidy from their employer as lessor, or the weekly rent is less than the amount prescribed under a regulation.

Clause 147 provides that if a person is found guilty of certain offences in relation to rental bonds, the court may order the person to pay to the Residential Tenancies Authority an amount equal to the rental bond, as well as any other orders.

Clause 148 provides that if a lessor or agent is found guilty of not advertising a property at a fixed rent amount, then the Residential Tenancies Authority must refund any rental bond held to the tenants. The lessor or agent is not allowed to make a claim against the bond.

Division 5 Accounts and investments

Clause 149 outlines the accounts the Residential Tenancies Authority is to keep.

Clause 150 requires the Residential Tenancies Authority to pay all rental bonds received into a rental bond account. The rental bond account can only be used for specified payments.

Clause 151 allows the Residential Tenancies Authority, with the Minister's agreement, to use unclaimed amounts in the rental bond account after seven years for specified purposes. Unclaimed amounts are where the authority has drawn a refund cheque, the cheque was not presented within 15 months and there has been no further claim against the bond.

Clause 152 requires the Residential Tenancies Authority to maintain a rental bond interest account where amounts earned on investments or loans are kept. The authority is able to access this account for specified reasons.

Clause 153 specifies the reasons for which the Residential Tenancies Authority can make payments from its rental bond interest account, whether by grant or loan, with the Minister's agreement.

Division 6 Miscellaneous

Clause 154 requires a tenant to pay additional rental bond to the lessor under identified circumstances and where they have been given written notice to do so.

Clause 155 provides for a decrease in rental bond if, within the first six months of the agreement, the rent decreases or is decreased. Any rent paid above the lowest amount of rent payable in the period is to be treated as a rental bond unless a tribunal orders otherwise. The lessor can dispute the amount being treated as a rental bond. The Residential Tenancies Authority must refund any excess bond above the maximum amount allowable to the tenant.

Part 4 Key and holding deposits for residential tenancies

Division 1 Key deposits

Clause 156 allows a person to require a prospective tenant to pay a key deposit to enable them to enter and inspect the proposed rental premises.

Clause 157 requires the person receiving the key deposit to issue a signed receipt when the deposit is received, and outlines the information required to be recorded on the receipt.

Clause 158 requires the person who receives the key deposit to refund it in full when the key is returned, whether or not the prospective tenant enters into a residential tenancy agreement.

Division 2 Holding deposits

Clause 159 provides that a tenant may be required to pay a holding deposit for premises. However the person requesting the holding deposit must not require or accept a holding deposit from another prospective tenant during the option period for the same premises. The option period is 48 hours unless otherwise stated.

Clause 160 requires the person receiving the holding deposit to provide the prospective tenant with a receipt with required information.

Clause 161 provides the conditions under which a holding deposit is forfeited to the prospective lessor by the prospective tenant. Otherwise, the lessor must refund the deposit to the prospective tenant within three days if the tenancy is not to proceed and the holding deposit is not forfeited. The tenant may recover a holding deposit as a debt owing if it is not refunded. The lessor (or their agent) must take all reasonable steps to ensure the lessor enters into the agreement if the tenant exercises their option. The holding deposit must first be applied to the rental bond amount, then applied to rent payments.

Clause 162 allows the tribunal to make an order about holding deposits.

Part 5 Outgoings of lessor or provider

Division 1 Residential tenancy agreements

Subdivision 1 Outgoings other than service charges

Clause 163 requires the lessor to pay all charges, levies, premiums, rates or taxes for the premises. However, this does not apply where the State is the lessor and rent is not charged and the tenant is receiving financial or other assistance from the State to supply rented accommodation.

Subdivision 2 Service charges

Clause 164 defines a service charge for general tenancies as a charge payable by the owner or occupier of the premises for electricity, gas or water (including water fit for human consumption delivered by a vehicle) supplied to the premises, or another service or facility prescribed under a regulation. A service charge for moveable dwellings in a moveable dwelling park is defined as a charge payable by an owner or occupier of premises for electricity, gas, water or a sewerage service supplied to the premises or park, or another service or facility prescribed under a regulation.

Clause 165 provides that, if the premises are not individually metered, then a tenant may only be required to pay an amount for the lessor's outgoings for a general service charge for the premises if the agreement states the service, how the apportionment will be calculated, and how the outgoings will be recovered by the lessor from the tenant. The tenant cannot be charged more than the amount under the agreement or, if the premises are individually metered, more than the amount prescribed under a regulation or the amount charged by the supply authority. This does not apply to moveable dwelling premises.

Clause 166 provides that a tenant may be required to pay for water consumption for water supplied to the premises which are individually metered (or water is delivered by a vehicle), the agreement states the tenant is to pay for water consumption, and the premises are water efficient for that period to the level set in the regulation. If the premises are not water efficient but the other conditions are met, the tenant can only be required to pay for water consumption above a reasonable amount. Section 162 sets out matters to consider when determining what could be a reasonable amount. The tenant must not be required to pay more than the amount of the water consumption charges from the water supplier. The lessor must pay and fixed charged costs associated with the water supply. This does not apply to moveable dwelling premises.

Clause 167 provides that tenants in moveable dwelling premises may be required to pay an amount for the lessor's outgoings for a service charge if the premises are individually metered and the tenant can access the service. The tenant must not be charged more than the amount prescribed under a regulation or the amount charged by the supply authority.

Clause 168 provides that if the service charges for a facility are absorbed into rent and the tenant is not required to pay an amount for the lessor's outgoings, then rent may be reduced if the facility or service is unavailable for use because of actions of the lessor. The method of calculating reduced rent is outlined, and a tribunal may decide the amount.

Clause 169 allows a tenant or lessor to apply to a tribunal for an order if they cannot agree on the amount of outgoings or reduced rent because a service or facility is no longer available. The matters the tribunal must have regard to are outlined.

Division 2 Rooming accommodation agreements

Clause 170 provides that a resident is not required to pay an amount for a utility service unless their room is separately metered by an approved appliance, and the amount is not greater than the amount the provider is charged by the supplier. A utility service includes electricity, gas, water or other service prescribed under a regulation.

Part 6 Penalties and premiums for residential tenancy agreements and rooming accommodation agreements

Division 1 Residential tenancy agreements

Clause 171 provides that a person must not require a prospective tenant to agree to buy goods or services from them or someone else as a condition of their being accepted as a tenant. The lessor or agent must not require the tenant to buy goods or services from the lessor, agent or nominated supplier. However, this does not apply to requirements about service charges.

Clause 172 prohibits a lessor or agent from asking or receiving an amount for entering into, extending or continuing an agreement. However, this does not apply to an amount for rent, a rental bond or other payment allowed under the Act.

Clause 173 provides that a term of an agreement is void if it requires a tenant to pay all or some of rent remaining payable under the agreement, increased rent, a penalty or an amount as liquidated damages because of a breach of the agreement, or the Act. However, a fixed term agreement can require a tenant to pay the reasonable costs incurred by the lessor in reletting the premises but must not include a set amount or a way of calculating the amount.

Clause 174 prohibits terms of agreements which offer the tenant reduced rent, rebates, refunds or benefits if the tenant does not breach the agreement or the Act. However, an agreement can state that if the tenant pays the rent before or when it is payable, then the rent may be reduced or the tenant may be given a rebate, refund of rent or other benefit. The tenant is entitled immediately to the benefit.

Clause 175 prevents a person from requiring or accepting an amount for accepting a tenant under a long tenancy (moveable dwelling) in a moveable dwelling park where the person does not receive a benefit as a tenant.

Division 2 Rooming accommodation agreements

Clause 176 prohibits a person from requiring a prospective resident to agree to buy goods or services from an identified supplier as a condition of their being accepted as a resident under an agreement. This does not apply to requirements about utility services.

Clause 177 prevents a provider or agent from requiring or receiving an amount for allowing a person to enter into, extend or continue a rooming accommodation agreement. The exceptions are amounts for rent, a rental bond or amount allowed under the Act.

Clause 178 provides that a term of an agreement is void if it requires a resident to pay all or some of rent remaining payable under the agreement, increased rent, a penalty or an amount as liquidated damages because of a breach of the agreement, or the Act. However, a fixed term agreement can

require a resident to pay the reasonable costs incurred by the provider in reletting the room, but must not include a set amount or a way of calculating the amount.

Clause 179 prohibits terms of agreements which offer the resident reduced rent, rebates, refunds or benefits if the resident does not breach the agreement or the Act. However, an agreement can state that if the resident pays the rent before or when it is payable, then the rent may be reduced or the resident may be given a rebate, refund of rent or other benefit. The resident is entitled immediately to the benefit.

Part 7 Tenancy guarantees

Clause 180 defines a tenancy guarantee as where the Department of Housing undertakes to pay up to a stated amount to the lessor on behalf of the tenant in identified circumstances. It clarifies that a tenancy guarantee is not a rental bond, or financial protection (as per section 119) or an amount for entering into, extending or continuing an agreement under section 172.

Chapter 3 Rights and obligations of parties for residential tenancies

Part 1 Occupation and use of the premises

Clause 181 requires the lessor to ensure there is no legal impediment, which the lessor knew about or should reasonably have known about at the start of the agreement, for the premises to be used as a residence for the term of the tenancy.

Clause 182 requires the lessor to ensure the tenant has vacant possession of the premises to which they have exclusive possession on the day they are entitled to occupy the premises, with the exception of common areas.

Clause 183 requires the lessor to take reasonable steps to ensure the tenant has quiet enjoyment of the premises. It requires the lessor or agent not to interfere with the reasonable peace, comfort or privacy of the tenant.

Clause 184 states that the tenant must not use the premises for an illegal purpose, cause a nuisance in their use of the premises or interfere with the reasonable peace, comfort or privacy of neighbours.

Part 2 General standard of the premises

Clause 185 outlines the lessor's obligations for general tenancies. The lessor must ensure the premises and inclusions remain clean, fit to live in, in good repair and are not in breach of any laws about health or safety. The Department of Housing is not required to maintain non-standard items.

Clause 186 requires the lessor to ensure the facilities of a moveable dwelling park remain clean, fit to use and in good repair throughout a moveable dwelling tenancy. The lessor must not be in breach of any health or safety laws about the use of the facilities.

Clause 187 requires the lessor to ensure the site for a long tenancy (moveable dwelling) remains clean and a fit site throughout the site agreement, and may make appropriate improvements.

Clause 188 outlines the tenant's obligations for the premises and inclusions, which are to keep them clean (in consideration of their condition at the start of the tenancy); not to maliciously damage, or allow someone else to maliciously damage the premises; and to leave them in the same condition they were at the start (fair wear and tear excepted). These obligations do not apply to long tenancy (moveable dwelling) agreements for the site only.

Clause 189 outlines the tenant's obligations for facilities in moveable dwelling parks. The tenant must not intentionally or negligently damage a facility, or do anything that makes a facility in the park unfit for use or detracts from its appearance.

Clause 190 outlines the tenant's obligations for a moveable dwelling site in a long tenancy (moveable dwelling). The tenant must keep the premises in a way that does not detract from the general standards of the park or area, in consideration of the condition at the start of the tenancy, and any improvements made by the lessor.

Clause 191 allows a tenant to apply to a tribunal for an order on the grounds the lessor has not met their maintenance obligations for moveable dwelling premises and facilities in moveable dwelling parks. The tribunal may make an order for the lessor to remedy the failure.

Part 3 Lessor's right of entry

Clause 192 outlines the approved grounds for lessors or agents to enter the premises.

Clause 193 provides that a lessor or agent can only enter the premises for some of the identified approved reasons if they have given the tenant a notice in the approved form for the proposed entry. The required notice periods are outlined. Some identified entries do not require a written notice.

Clause 194 provides that a lessor or agent may enter the premises with another person if it is necessary to gain entry for approved reasons.

Clause 195 indicates what is considered a reasonable time for entry by a lessor or agent, unless the tenant otherwise agrees. Other conditions of entry for a lessor or agent are outlined.

Clause 196 requires a lessor or agent to nominate a maximum two hour window of entry within which the initial entry will occur by the lessor or agent. This does not apply if the lessor or agent is to be accompanied by another person, the premises are in a remote area or there is a shortage of tradespeople in the area.

Clause 197 outlines the requirements for a lessor or agent to enter to show a prospective tenant the premises, and includes the approved notices to end a tenancy to have been given.

Clause 198 outlines the requirements for entry when the rental premises are being sold, and the conditions under which a lessor, agent or secondary agent can enter to show a prospective purchaser.

Clause 199 outlines when a secondary agent of the lessor may enter the premises.

Clause 200 provides that the rules of entry are contained in sections 192 to 199.

Clause 201 provides that a tribunal can change the rules of entry, and that a lessor or agent can only enter the premises under the general rules of entry or the changed rules of entry.

Clause 202 provides that a lessor or agent must not breach the rules of entry when entering the premises, including where the rules have been changed by a tribunal.

Clause 203 prevents a lessor or agent from using a photo or other image in an advertisement if it shows something belonging to the tenant in the premises, unless the tenant has given written consent.

Clause 204 prevents a lessor or agent from conducting, or allowing, an auction or open house on the premises without the tenant's written consent.

Part 4 Personal details of the parties and agents

Clause 205 provides that a tenant must not give a false name or place of employment when asked by the lessor. It also requires the tenant to tell the lessor or agent of their new residential address when leaving the premises if they are asked to do so in writing. The tenant does not have to provide those details if they have a reasonable excuse for not advising the lessor or agent of the new address.

Clause 206 requires the lessor or agent to advise the tenant in writing of the lessor's name and address for service, or the agent's name and address for service. If the details change, the lessor or agent must advise the tenant within 14 days. If details of an agent are given, the agent is considered to stand in the place of the lessor and is subject to proceedings and orders within a tribunal.

Part 5 The dwelling

Division 1 Fixtures and structural changes

Clause 207 provides that a tenant requires a lessor's approval to attach a fixture or make a structural change to the premises.

Clause 208 outlines the requirements and conditions for a lessor's agreement for the tenant to attach a fixture or make a structural change to the premises.

Clause 209 outlines the action a lessor can take if a tenant attaches a fixture or makes a structural change to the premises without the lessor's consent. The lessor can waive the breach or treat the fixture or change as an improvement for their benefit instead of taking action against the tenant for a breach of the agreement.

Division 2 Locks and keys

Clause 210 requires a lessor to supply and maintain locks necessary to ensure the premises are reasonably secure. The lessor must give a sole tenant a copy of all keys which allow entry to the premises and parts of the premises, and any other tenants a copy of the keys necessary to gain entry to the premises.

Clause 211 requires a lessor or tenant to have a reasonable excuse or mutual agreement if they are to change a lock. They must give a copy of the new key to the other party, unless the other party does not want a copy or the tribunal has ordered otherwise.

Clause 212 requires the lessor or tenant not to act unreasonably if they do not agree to changing locks. Where there is no agreement with the other party, this may be considered evidence that they did not have a reasonable excuse for changing the locks.

Clause 213 provides that a tribunal may make a range of orders about locks or keys for premises, and may have regard to a number of matters when making an order.

Division 3 Damage and repairs

Clause 214 provides a list of works that would be considered emergency repairs.

Clause 215 defines routine repairs as not being emergency repairs.

Clause 216 allows the lessor to indicate in the tenancy agreement or by written notice, a nominated repairer who can act on their behalf to arrange emergency repairs. The tenant must be advised of any changes to the nominated repairer, and who is to be the first point of contact for emergency repairs.

Clause 217 requires a tenant to notify the lessor of any damage to the premises or inclusions requiring routine repairs as soon as practical, or notify the required nominated person for emergency repairs. Options are given if the lessor or nominated repairer cannot be contacted.

Clause 218 provides that a tenant may arrange emergency repairs or apply to a Tribunal for an order about emergency repairs, if the tenant has not been able to notify the lessor or nominated repairer, or the repairs are not done within a reasonable time after notice is given. This does not apply to a short tenancy (moveable dwelling).

Clause 219 allows a tenant to arrange for emergency repairs which incur an amount equal to two weeks rent. The tenant can request reimbursement from the lessor, which must be in writing and include documentation, or can request the lessor to pay the repairer directly. If the lessor does not reimburse the tenant within seven days, the tenant can apply to a tribunal for an order.

Clause 220 provides that a lessor or tenant can apply to a tribunal to dispute an emergency repair authorised by a tenant, and an application must be made within the required period. Orders about reimbursement to the tenant can be made by a tribunal or registrar. The matters which the tribunal may have regard to are outlined.

Clause 221 allows a tenant to apply to a tribunal to make an order about carrying out emergency repairs if the tenant has been unable to notify the required party, or the repairs are not made in a reasonable time and the tenant has not arranged for the repairs. The tribunal may make any appropriate order and may have regard to a number of matters. This does not apply to short tenancies (moveable dwellings).

Part 6 Additional provisions for moveable dwelling premises

Division 1 Application of part

Clause 222 provides that this part only applies to moveable dwelling premises in a moveable dwelling park.

Division 2 Relocation

Clause 223 provides that a lessor may give a notice to relocate to a tenant which requires them to relocate to another site in the moveable dwelling park within a stated period. The reasons a notice to relocate may be given, and the requirements for the notice, are listed.

Clause 224 prevents a lessor or agent from taking any action to enforce a tenant's relocation unless the tenant agrees or a tribunal orders the tenant to relocate to an identified site.

Clause 225 provides that if the tenant relocates their premises in accordance with the notice, the tenancy agreement is taken to have been amended in terms of the site details.

Clause 226 provides that the lessor must pay the tenant for the reasonable costs and expenses incurred by the tenant relocating in accordance with the notice. A tribunal may also make an order for the lessor to pay an amount to the tenant.

Clause 227 allows either the lessor or tenant to apply to the tribunal for an order about relocation if the tenant has not complied, or does not intend to comply, with the notice to relocate. The Tribunal may make an order to require the tenant to relocate, or may set aside the notice to relocate.

Division 3 Park rules

Clause 228 allows the park owner to make rules about the use, enjoyment, control and management of the moveable dwelling park for identified topics.

Clause 229 outlines the requirements a park owner must follow if they propose to change a park rule. Residents must be given written notice of the proposed change and an opportunity to object by a stated time. The requirements for the notice are outlined.

Clause 230 allows a park resident to object to a proposed park rule change. The objection must be in writing, received by the closing day and detail why the proposal is considered unreasonable.

Clause 231 outlines the requirements for a park liaison committee which is to be set up by the park owner to consider the objections. A committee is required where the required number of residents have objected within the timeframe. If the park liaison committee fails to achieve appropriate membership, the park owner must advise each of the objectors in writing.

Clause 232 requires a park liaison committee to consider all objections and advise the objectors and park owner of its decision in writing. If the committee declares the proposal unreasonable, it can alter the proposal.

Clause 233 allows a park owner or objector to apply to a tribunal for an order about a park rule, if they are dissatisfied with a decision of the park liaison committee or non-resolution notices are given to the objectors. The requirements for the application are outlined.

Clause 234 allows a tribunal to make an appropriate order about the reasonableness of a proposed park rule change. The tribunal may consider a range of matters in making the decision.

Clause 235 provides when a proposal to change a park rule takes effect in a range of situations.

Clause 236 provides that a change of park rule has no effect if it is not made in accordance with the Act, or if the park liaison committee decides it is unreasonable unless a tribunal later made a decision about the rule.

Part 7 Change of lessor or tenant

Division 1 Transfer or subletting by tenant

Clause 237 requires a tenant to gain the lessor's agreement in writing before they can transfer their interest under the agreement, or sublet the premises. This does not apply where the lessor is the State, the lessor is receiving financial or other assistance from the State, the tenant is in employer-provided accommodation or the tenancy is a short tenancy (moveable dwelling).

Clause 238 provides that if section 237 does not apply, then a tenant may transfer their interest under the agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or a tribunal has made an order to allow the transfer or subletting. The lessor must not act unreasonably, and must not act in a retaliatory way.

Clause 239 provides that a tenant can apply to a tribunal for an order on the grounds the lessor had acted unreasonably by not agreeing to a transfer or subletting. The tribunal may make an appropriate order and may have regard to a number of issues.

Clause 240 prohibits a lessor or agent from requiring the tenant, or accepting from the tenant, payment for the lessor to agree to a transfer or subletting by the tenant. However, the lessor may ask for an amount to cover the reasonable expenses incurred by the lessor.

Clause 241 allows a lessor to charge a tenant, or accept a fee from the tenant, for the sale of a caravan if the lessor provides a service and there is a written agreement for the sale in place. The fee is set under regulation and does not include GST. This only applies where there is a long tenancy (moveable dwelling) and an agreement in place only for the site.

Division 2 Transfer by lessor

Clause 242 requires a lessor to give a written notice to both the purchaser and the tenant, if the lessor's interest in the premises is to be transferred. This may apply whether the transfer is made with vacant possession or subject to the tenancy. For the attornment notice to be effective, it must contain the required information. Any rent owing at the time of the attornment notice can be recovered by the former lessor.

Division 3 Replacement of tenant

Clause 243 provides that an occupant may apply to a tribunal to be recognised as a tenant or be joined as a party to any proceedings before the tribunal, if the tenant dies or otherwise ceases to occupy the premises. This does not apply if the lessor is the State. The requirements of the application are outlined and the tribunal may make any appropriate order. The tribunal must give the lessor an opportunity to be heard on the application.

Clause 244 provides that if one of the cotenants to an agreement dies, then the deceased's interest in the tenancy ends and the tenancy can continue in force with the other parties. This does not affect any rights, including rights to rental bonds and liabilities.

Clause 245 allows a person to apply to a tribunal for an order to be recognised as a tenant or cotenant under the agreement because the person's domestic associate has committed an act of domestic violence against them. The tribunal must have regard to a number of matters, including domestic violent issues and whether a domestic violence order was made, and can make any appropriate order. The tribunal must give the lessor an opportunity to be heard on the application. A domestic associate refers to anyone in a domestic relationship, as defined by the relevant legislation.

Clause 246 allows an occupant to apply to a tribunal for an order to be recognised as a tenant or cotenant under the agreement because the tenant or cotenant has intentionally or recklessly caused (or is likely to cause) serious damage to the premises, or injury to the occupant or someone else. The tribunal may make any appropriate order. The tribunal must give the lessor an opportunity to be heard on the application.

Chapter 4 Rights and obligations of parties for rooming accommodation

Part 1 Right and obligations generally

Clause 247 outlines the provider's obligations for the rooming premises and common areas. These include ensuring residents' access to their rooms and facilities, ensuring there is no breach of health or safety laws, maintaining the premises, cleaning the premises as required, and ensuring the provider or agent are available to be contacted by the resident at reasonable times. The provider can make an agreement with the residents not to clean common areas where there is a minority of residents who access this common area, for example residents living in four bedroom units who do not want their kitchen cleaned by the provider.

Clause 248 requires the provider or agent to advise the resident in writing of the provider's name and address for service, or the agent's name and address for service. If the details change, the provider or agent must advise the tenant within 14 days. If details of an agent are given, the agent is considered to stand in the place of the provider and is subject to proceedings and orders within a tribunal.

Clause 249 requires the provider to take reasonable steps to ensure the resident has quiet enjoyment of their room and common areas. It requires the provider or agent not to interfere with the reasonable peace, comfort or privacy of the resident.

Clause 250 requires a provider to supply and maintain the locks necessary to ensure the resident's room is secure, and give a copy of the keys for each identified lock. The resident must not make a copy of a key without the provider's permission, and must not tamper with a door lock.

Clause 251 allows a resident to request the provider to change or repair a lock that secures the resident's room if the resident is concerned about their safety, theft or damage to the tenant's belongings. The provider must act reasonably.

Clause 252 provides that a tribunal may make a range of orders about locks or keys for premises, and may have regard to a number of matters when making an order.

Clause 253 outlines the obligations of residents in rooming accommodation. The obligations include their use of the premises, their obligations under the rooming agreement, and keeping their room and inclusions clean. The resident's room and inclusions should be, as far as possibly, returned to the same condition at the end of the agreement.

Clause 254 provides that a resident can only attach a fixture or make a structural change to their room if the provider agrees.

Clause 255 requires a provider's written agreement for a resident to attach a fixture in their room or make a structural change. It outlines the required information to be included in the agreement, including the terms. The provider must not act unreasonably in failing to agree and the resident must not contravene the terms.

Clause 256 provides that if the resident does not obtain the provider's agreement before attaching a fixture or making a structural change, the provider may waive the breach or treat the change as an improvement. However, a provider can take action against the resident for a breach of the agreement.

Part 2 Entry to residents' rooms

Clause 257 allows the provider to enter the resident's room for any reason if the resident agrees, and if the provider is providing a service other than accommodation to the resident.

Clause 258 allows the provider to enter the resident's room at a reasonable time to inspect the room. However, the provider must give the resident at least 48 hours written notice and cannot enter more frequently than once a month.

Clause 259 outlines the approved reasons for entry into a resident's room which can occur at a reasonable time and where the provider has given 24 hours written notice of the proposed entry. A selling agent can enter to show the room to a prospective purchaser but must give a written notice of the entry to the resident's usual renting agent at least 24 hours before. Notices for entry can relate to more than one entry for a room or entry for more than one room.

Clause 260 allows the provider to enter the resident's room without notice in an emergency, if the room has been abandoned or to carry out urgent repairs to the premises or a facility.

Clause 261 requires the provider to tell the resident about the proposed entry if the resident is in or near the room, before they can enter. The

provider must respect the resident's privacy and must not remain in the room longer than is necessary.

Clause 262 provides that the rules about entry apply to both the provider and the provider's agent. A provider's agent must not enter or remain in a room without producing written evidence of their appointment if the resident asks for it and the provider is not present. The provider can enter the resident's room with someone else to achieve the purpose of the entry.

Clause 263 defines the rights and obligations about entry as the rules of entry.

Clause 264 provides that a tribunal can change the rules of entry, and that a provider or agent can only enter the premises under the general rules of entry or the changed rules of entry. If an application is made by two or more residents, the tribunal may make an order that the change of rules applies to the provider and all the applicants.

Clause 265 prevents the provider or agent from entering the resident's room in contravention of the rules of entry, including where they have been changed by a tribunal.

Part 3 House rules

Division 1 General

Clause 266 defines house rules as rules about the use, enjoyment, control or management of rental premises which include the prescribed rules and other house rules made by the provider in accordance with the Act.

Clause 267 provides that a regulation can prescribe house rules which apply to all rental premises. Prescribed house rules can apply to premises subject to another house rule that deals with specific circumstances.

Clause 268 allows a provider to make house rules about identified matters. Any rules must be consistent with prescribed rules, the provider's obligations and the resident's rights under the Act.

Division 2 Rule changes

Clause 269 defines a rule change as making a new house rule or amending, revoking or replacing an existing house rule for the premises.

Clause 270 requires a provider to give a written notice to each resident about the proposed rule change. The requirements for notices are outlined.

Clause 271 allows a provider to withdraw a proposed rule change by giving a written notice to residents who had been informed of the intention to change the house rules.

Clause 272 allows a resident to object to a proposed rule change on the grounds it is unreasonable. Objections must be in writing and contain the required information. The process for the provider to follow is outlined, as well as when the changed rule does or does not take effect. The prescribed number of residents which need to object to the change is the lesser of 10 residents or half the total number of residents.

Clause 273 allows a provider to apply to a tribunal for an order declaring the proposed change to be reasonable if the proposed change was disputed under section 265. The requirements for the application are outlined. The tribunal may make any appropriate order and may have regard to a number of factors. The provider must advise the residents in writing of the outcome.

Clause 274 allows a resident to apply to a tribunal for an order declaring an existing house rule to be unreasonable. The requirements for the application are outlined, including evidence that other residents also consider the rule unreasonable. The tribunal may make any appropriate order and may have regard to a number of factors. The provider must advise the residents in writing of the outcome.

Division 3 Publication of house rules

Clause 275 requires a provider or agent to give a prospective resident a copy of the house rules before entering into a rooming accommodation agreement with them.

Clause 276 requires a provider or agent to ensure a copy of the house rules for the premises is displayed at all times in a place where the rules can be seen by residents.

Chapter 5 Ending of agreements

Part 1 Ending of residential tenancy agreements

Division 1 General

Clause 277 provides that a residential tenancy agreement can only end in accordance with the Act. It requires written agreement of the lessor and tenant through the issuing of approved notices, and the tenant hands over vacant possession. An agreement can also end if a tribunal terminates the agreement, if the tenant abandons the premises or if terminated by a mortgagee in possession. If a sole tenant dies, the tenancy can be terminated by a personal representative or relative, lessor or agent, or tribunal in accordance with the Act's processes, or the tenancy terminates one month after the tenant's death.

Clause 278 provides that if a lessor takes action to obtain the rent payable under the agreement, the action does not mean the lessor has waived the tenant's breach of the agreement or that the lessor has withdrawn the notice to leave on the grounds of the tenant's unremedied breach, or that a new agreement has been created. However, if a tenant pays the full amount of rent outstanding within the allowed remedy period for a notice to remedy breach on the grounds of rent arrears, the breach is taken to have been remedied.

Clause 279 provides that if a tenant continues to pay rent in line with the agreement, the payment does not mean the tenant has waived the lessor's breach of the agreement or has withdrawn a notice of intention to leave on the grounds of the lessor's unremedied breach.

Division 2 Action by lessor

Subdivision 1 Notices to remedy breach given by lessor

Clause 280 provides that a lessor can give a tenant a notice to remedy a breach of the terms of the agreement, requiring the tenant to remedy the breach within the allowed period. This does not apply to short tenancy (moveable dwelling) agreements.

Subdivision 2 Notices to leave premises given by lessor

Clause 281 provides that a lessor can give a tenant a notice to leave on the grounds the tenant has not remedied a breach within the allowed period.

Clause 282 provides that a lessor can give a tenant a notice to leave on the grounds the tenant has not complied with an order of the tribunal.

Clause 283 outlines the requirements for a lessor to give a notice to leave to a tenant on the grounds of not complying with a notice to relocate within the required period. This only applies to moveable dwelling premises in a moveable dwelling park.

Clause 284 outlines the requirements for a lessor to give a notice to leave to a tenant on the grounds the premises have been destroyed, made unfit to live in, may no longer be used lawfully as a residence, or have been appropriated or acquired compulsorily by an authority. The notice must be given within one month of the event happening.

Clause 285 outlines the requirements for a lessor to give a notice to leave to a tenant because the moveable dwelling park has become an unfit place to live in, for example because a facility has been destroyed or unavailable for use, other than because of a breach of the agreement. The notice must be given within one month of the event happening.

Clause 286 provides that a lessor may give a tenant under a periodic agreement a notice to leave the premises on the grounds the premises are being sold with vacant possession.

Clause 287 outlines the requirements for a lessor to give a notice to leave to a tenant because the moveable dwelling park has had a change of use or the park is to be closed. The notice must be given within 24 hours of the authority of the person to be able to use the park premises as a moveable dwelling park ending.

Clause 288 provides that a lessor can give a tenant a notice to leave because the tenant occupies the premises under the terms of their employment and the tenant's employment or the right to occupy the premises has ended. This applies subject to an industrial award, agreement or contract of employment.

Clause 289 provides that a lessor can give a tenant a notice to leave because the tenant is no longer entitled to receive approved supported accommodation or to occupy the premises.

Clause 290 provides that a lessor can give a tenant a notice to leave because the tenant is no longer eligible to receive assistance under an affordable housing scheme or to occupy the premises.

Clause 291 allows a lessor to give a notice to leave the premises to the tenant without giving a ground for the notice. However, the lessor must not give the notice as retaliatory action against the tenant, or if the tenant has taken some action to enforce their rights, an order of the tribunal is in force, or they have complained to an authority about the lessor's actions.

Clause 292 provides that a tenant can apply to a tribunal to have a notice to leave without grounds set aside because the tenant believes the notice was given in contravention of section 291. The tenant must apply within four weeks of the notice being given.

Subdivision 3 Applications for termination by lessor

Clause 293 provides that a lessor can apply to a tribunal for a termination order because the tenant did not hand over vacant possession of the premises to the lessor in line with a notice to leave. The lessor must apply within two weeks of handover day.

Clause 294 provides that a lessor can apply to a tribunal for a termination order because the tenant gave a notice of intention to leave the premises and did not hand over vacant possession of the premises to the lessor or

withdraw their notice. The lessor must apply within two weeks of the handover day.

Clause 295 allows a lessor to apply to a tribunal for a termination order on the grounds of excessive hardship if the agreement was to continue.

Clause 296 allows a lessor to apply to a tribunal for a termination order because the tenant has, or is likely to, intentionally or recklessly cause serious damage to the premises or injury to a person. However, the lessor may not apply if the person is the spouse of the tenant or a cotenant whose spouse is a cotenant.

Clause 297 allows a lessor to apply to a tribunal for a termination order on the grounds the tenant has harassed, intimidated or verbally abused the lessor or agent or another person, or has caused a serious nuisance to people living nearby.

Clause 298 allows a lessor to apply to a tribunal for a termination order on the grounds of incompatibility of both parties to a short tenancy (moveable dwelling).

Clause 299 provides that a tribunal may make a termination order because of repeated breaches by the tenant and outlines the matters the tribunal must have regard for.

Clause 300 allows a lessor to apply to a tribunal for a termination order because of damage or injury, including an order to restrain the tenant from causing further damage or injury.

Division 3 Action by tenant

Subdivision 1 Notices to remedy breach given by tenant

Clause 301 provides that a tenant can give a notice to the lessor requiring them to remedy a breach of the agreement within an allowed period. This does not apply to a short tenancy (moveable dwelling).

Subdivision 2 Notices of intention to leave premises given by tenant

Clause 302 allows a tenant to give a lessor a notice of intention to leave the premises on the grounds of unremedied breach because the lessor had not remedied a breach within the allowed period.

Clause 303 provides that a tenant can waive a notice of intention to leave they have given because the lessor had not remedied a breach, if the lessor remedies the breach before handover day.

Clause 304 allows a tenant to give a notice of intention to leave the premises to the lessor because of the lessor's non-compliance with a tribunal order.

Clause 305 allows a tenant to give a lessor a notice of intention to leave because the premises have been destroyed or are unfit to live in, may no longer be used lawfully as a residence or have been appropriated or compulsorily acquired by an authority. This does not apply if the damage is due to a breach of the agreement. The notice must be given within one month of the event happening.

Clause 306 outlines the requirements for a tenant to give a notice of intention to leave to a lessor because the moveable dwelling park has become an unfit place to live in, for example because a facility has been destroyed or unavailable for use, other than because of a breach of the agreement. The notice must be given within one month of the event happening.

Clause 307 provides that a tenant may give a lessor a notice of intention to leave the premises on the grounds the premises are being sold if, within two months of the start of the agreement, the premises are advertised for sale or the lessor or agent enters to show the premises to a prospective purchaser. This does not apply if the tenant was informed in writing about the lessor's intention to sell the premises before the tenancy agreement was entered into. The notice must be given no later than two weeks after the end of the first two months of the agreement.

Clause 308 provides that a tenant may give a notice of intention to leave the premises to the lessor without stating a ground for the notice.

Subdivision 3 Applications for termination by tenant

Clause 309 provides that a tenant can apply to a tribunal for a termination order because the lessor has failed to remedy a breach within the required time of the tenant's notice. A tenant must have withdrawn any notice of intention to leave before handover day to apply to the tribunal.

Clause 310 allows a tenant to apply to a tribunal for a termination order on the grounds of excessive hardship if the agreement was to continue.

Clause 311 allows a tenant to apply to a tribunal for a termination order because the lessor has, or is likely to, intentionally or recklessly caused serious damage to the premises or injury to a person occupying or allowed on the premises.

Clause 312 allows a cotenant to apply to a tribunal for a termination order because a cotenant has, or is likely to, intentionally or recklessly caused serious damage to the premises or injury to a person occupying or allowed on the premises.

Clause 313 allows a tenant to apply to the tribunal for a termination order on the grounds of objectionable behaviour because the lessor has harassed, intimidated or verbally abused the tenant or another person occupying or allowed on the premises.

Clause 314 allows a tenant under a short tenancy (moveable dwelling) to apply to the tribunal for a termination order on the grounds of incompatibility because the tenant and lessor are incompatible to the extent it is better to end the agreement.

Clause 315 provides that a tribunal may make a termination order because of repeated breaches by the lessor and outlines the matters the tribunal must have regard for.

Clause 316 allows a tenant to apply to a tribunal for an order to restrain a lessor from causing further damage or injury as well as an order for termination.

Division 4 Action by other persons

Subdivision 1 Mortgagees

Clause 317 applies where a mortgagee has become entitled to take possession of the rental premises, where the residential tenancy agreement is entered into after the rental premises are subject to a mortgage and the mortgagee has not consented to the tenancy agreement. The mortgagee must give the tenant a written notice in the approved form at least two months before they are able to take possession.

Clause 318 provides that if a mortgagee or its representative accepts rent payments from a tenant in accordance with the tenancies agreement, it does not mean the mortgagee has consented to the agreement. This applies where the tenancy agreement is entered into after the rental premises are subject to a mortgage and the mortgagee has not consented to the tenancy agreement.

Clause 319 provides that a tenant is not liable for rent or other loss incurred by the lessor because the tenant has left the premises because the tenant has been given a notice to leave by the mortgagee under section 317.

Clause 320 provides that a tenant is not liable to the lessor for rent or any other loss incurred by the lessor because the tenant pays rent to a mortgagee under a notice given to the tenant by the mortgagee.

Subdivision 2 Other persons

Clause 321 allows a domestic associate of a tenant to apply to a tribunal for a termination order because the tenant has, or is likely to, intentionally or recklessly caused serious damage to the premises or has committed an act of domestic violence against the domestic associate. A domestic associate includes a person in a spousal relationship, an intimate personal relationship, a family relationship or an informal care relationship.

Clause 322 allows an occupant of the premises who is not the tenant to apply to a tribunal for a termination order because the tenant has caused, or is likely to cause, serious damage to the premises or injury to the applicant, or someone else allowed on the premises.

Clause 323 allows a domestic associate of a tenant or other occupant to apply to a tribunal for a termination order because the tenant is likely to cause further damage or injury. The tribunal may make an order to restrain the tenant from causing further damage or injury. A domestic associate includes a person in a spousal relationship, an intimate personal relationship, a family relationship or an informal care relationship.

Clause 324 differentiates between applications made under this part because of damage or because of injury.

Division 5 Procedural requirements for action taken by lessor or tenant

Clause 325 requires a notice to remedy breach to be in the approved form, be signed by both parties, include particulars of the breach and indicate the day by which the breach must be remedied.

Clause 326 outlines the requirements for a notice to leave the premises, which must be given by a lessor to a tenant. The required contents of the notice and handover dates are outlined.

Clause 327 outlines the requirements for a notice of intention to leave the premises, which must be given by a tenant to a lessor. The required contents of the notice and handover dates are outlined.

Clause 328 requires the allowed remedy period for a notice to remedy breach to be at least seven days after the notice is given. The required remedy period for a breach about payment of rent for a long tenancy (moveable dwelling) is to be at least five days after the notice is given.

Clause 329 outlines the handover day for various notices to leave for general tenancy agreements.

Clause 330 outlines the handover days for various notices to leave for moveable dwelling agreements.

Clause 331 outlines the handover days for various notices of intention to leave for general tenancies.

Clause 332 outlines the handover days for various notices of intention to leave for moveable dwelling tenancies.

Clause 333 allows a lessor to withdraw a notice to leave for an unremedied breach if the tenant remedies the breach. The notice must be withdrawn in

writing before handover day and with the tenant's written consent. The tenancy continues as if the notice had not been given.

Clause 334 allows a tenant to withdraw a notice of intention to leave they have given the lessor only if the withdrawal is made before handover day and the lessor has agreed to the withdrawal in writing.

Clause 335 outlines the grounds that a lessor or tenant can apply to a tribunal for a termination order without having to give a notice to the other party.

Clause 336 provides that a tribunal can consider applications only if it is satisfied that the applicant is allowed to make the application.

Division 6 Orders of tribunal

Clause 337 provides that a tribunal may make a termination order for failure to leave because of an unremedied breach, if it is satisfied that the lessor has established the ground of the application and notice to leave, the tenant committed the breach, and the breach justified terminating the agreement. The matters which the tribunal can consider to determine if the termination is justifiable are listed.

Clause 338 provides that a tribunal may make a termination order for failure to leave because of non-compliance with a tribunal order, if it is satisfied the lessor has established the ground of the application and notice to leave.

Clause 339 provides that a tribunal may make a termination order for failure to leave for non-compliance with a moveable dwelling relocation, if it is satisfied the lessor has established the ground of the application, notice to leave and notice to relocate.

Clause 340 provides that a tribunal may make a termination order for failure to leave for identified reasons, if it is satisfied the lessor has established the ground of the application and notice to leave.

Clause 341 provides that a tribunal may make a termination order because of failure to leave, if it is satisfied that it is appropriate to make the order and that the notice to leave was given without ground.

Clause 342 provides that a tribunal may make an order for a termination order because of failure to leave as intended, if the tribunal is satisfied the lessor has established the ground of the application.

Clause 343 provides that a tribunal may make a termination order because of excessive hardship if it is satisfied the applicant has established the ground of the application.

Clause 344 provides that a tribunal may make a termination order because of damage or injury by the domestic associate of the tenant or a cotenant whose domestic associate is a cotenant. The tribunal must consider domestic violence issues, among other issues. A domestic associate includes a person in a spousal relationship, an intimate personal relationship, a family relationship or an informal care relationship.

Clause 345 allows a tribunal to make a termination order on the grounds of objectionable behaviour. The issues to which the tribunal may have regard are listed.

Clause 346 provides the tribunal may make a termination order because of incompatibility if it is satisfied the applicant has established the ground of the application.

Clause 347 provides that a tribunal may make a termination order because of repeated breaches and outlines the matters the tribunal must have regard for.

Clause 348 provides the tribunal may make an order to restrain a party from causing damage or injury if it is satisfied that it is appropriate to make the order, and may also make an order restraining the party from entering the premises.

Clause 349 provides that a tribunal may make an order it considers appropriate in consideration of the circumstances of the case, even when the notice to leave or the notice of intention to leave contains a defect.

Division 7 Recovery of possession of premises

Clause 350 provides that a tribunal must issue a warrant of possession for applications made by the lessor or agent for a termination order. If the termination order is made because of excessive hardship, the tribunal must issue a warrant of possession and can issue any other order it considers appropriate including an order for compensation.

Clause 351 outlines the operation of a warrant of possession and the processes which must be followed.

Clause 352 provides that the person to whom a warrant of possession is directed may exercise the powers under the warrant in the way stated in the warrant.

Clause 353 prohibits a person from recovering premises other than in a way authorised by the Act, where the tenant or former tenant retains possession of the premises.

Clause 354 states that a person must not obstruct a person who is executing a power under a warrant of possession, unless the person has a reasonable excuse.

Division 8 Abandonment

Clause 355 allows a lessor to terminate an agreement on the grounds the tenant has abandoned the premises by issuing a notice in the approved form. The processes which must be followed is outlined.

Clause 356 allows a tenant to apply to a tribunal for an order about an abandonment termination notice within 28 days of the notice being given. The tribunal may make an appropriate order.

Clause 357 allows a lessor to apply to a tribunal for a termination order on the grounds the tenant has abandoned the premises, instead of giving an abandonment termination notice to the tenant. The tribunal may make an appropriate order and the matters a tribunal must have regard to are listed.

Division 9 Compensation

Clause 358 provides that a lessor is entitled to receive from the tenant compensation for any loss or expense incurred by the lessor, or an occupation fee for rent payable, if the tenant fails to hand over vacant possession after a tribunal has made a termination order.

Clause 359 allows a tribunal to make an order requiring a tenant to pay to the lessor an amount of appropriate compensation, if the agreement has

been terminated by an abandonment termination notice and the lessor has applied to the tribunal.

Clause 360 allows a tribunal or registrar to make an order requiring a tenant to pay to the lessor an amount of appropriate compensation if the tribunal has made an order declaring the premises abandoned by the tenant.

Clause 361 allows a tenant to apply to a tribunal for a review of a termination order issued on the grounds of abandonment, within 28 days of the decision being made. The tribunal may make an order about the termination, including any compensation to be paid by the lessor to the tenant.

Clause 362 requires a lessor or tenant to take all reasonable steps to mitigate any loss or expense incurred because of the actions of the other party. The lessor or tenant is not entitled to receive any compensation for any loss or expense that could have been reasonably avoided.

Division 10 Goods and documents left behind on premises

Clause 363 permits a former lessor to sell or dispose of any goods, other than personal documents or money, which are left on the premises. The process to be followed for disposing or selling the abandoned goods is outlined. The person disposing of the goods does not incur any liability if the processes of the Act are followed. A person who acquires the goods receives good title to the goods.

Clause 364 outlines the requirements for a former lessor or agent to follow to deal with documents and money left behind on the premises. Money must be given to the public trustee to be dealt with as unclaimed money. The public trustee must retain any personal documents for at least six months before they can be disposed of.

Clause 365 allows an interested person to apply to a tribunal for an order about how a former lessor dealt with, or is dealing with goods left behind. The tribunal may make an appropriate order. An interested person includes a former tenant or another person who is the owner of the goods.

Part 2 Ending of rooming accommodation agreements

Division 1 General

Clause 366 provides that a rooming accommodation agreement can only end in accordance with the Act. The ways of ending an agreement are outlined, and generally require written agreement between the provider and resident. An agreement can also end through an abandonment process, when a mortgagee takes possession, on a tribunal order or where a sole resident dies.

Clause 367 prevents a person from ending a rooming accommodation agreement in a way other than what is allowed under this Act.

Division 2 Action by provider

Subdivision 1 Notices to remedy breach given by provider

Clause 368 permits a provider to give a resident a notice to remedy a breach of the agreement. The requirements for the notice are outlined and timelines stated for when action must occur.

Subdivision 2 Notices to leave given by provider

Clause 369 allows a provider to give a resident a notice to leave the premises if the resident has not remedied a breach for which they have been given the required notice and opportunity to rectify. The requirements for the notice are outlined and timelines stated for when action must occur.

Clause 370 allows a provider to give a resident a written notice to leave the premises immediately because of a serious breach by the resident. The

types of serious breach are indicated and the requirements of the notice are outlined.

Clause 371 allows a provider to give a resident a notice to leave the premises if the premises have been destroyed, are unfit to live in, no longer may be used lawfully as a residence or have been compulsorily acquired under a law. The requirements for the written notice are outlined and timelines stated for when action must occur.

Clause 372 permits a provider to terminate a periodic agreement by giving the resident at least 30 days written notice. The requirements for the notice are outlined and timelines stated for when action must occur. However, a provider must not give the notice in retaliation because the resident has taken some action to enforce their rights or the rights of another resident.

Clause 373 provides that a resident can apply to a tribunal for an order to set aside a notice to leave without ground, if the resident reasonably believes it was given as a retaliatory action against the resident upholding their rights or the rights of another resident. The application to the tribunal must be made within two weeks of the notice being given.

Clause 374 allows a provider to give a resident a notice to leave if the resident's employment has ended and the resident's entitlement to occupy the rental premises ends under the resident's terms of employment. The requirements for the notice are outlined and timelines stated for when action must occur. These provisions apply subject to an industrial award, agreement or contract of employment.

Clause 375 permits a provider to use reasonable force to remove a resident and the resident's property if the resident has not left the rental premises in accordance with a notice to leave and the agreement has ended in accordance with this Act. However, force can only be used while a police officer is present and does not include bodily harm.

Subdivision 3 Applications for termination by provider

Clause 376 provides that a tribunal may make a termination order because of repeated breaches by the resident and outlines the matters the tribunal must have regard for.

Clause 377 provides the tribunal may make a termination order for a fixed term agreement because of excessive hardship if it is satisfied the provider has established the ground of the application.

Division 3 Action by resident

Subdivision 1 Notices to remedy breach given by resident

Clause 378 allows a resident to give a provider a notice to remedy a breach of the agreement. The notice to remedy breach must be in the approved form, be signed by the resident, include particulars of the breach and indicate the day by which the breach must be remedied.

Subdivision 2 Notices terminating agreement given by resident

Clause 379 allows a resident under a fixed term agreement to give a provider a notice to end the agreement before the end of the fixed term if the provider has not remedied a breach for which they have been given the required notice and opportunity to rectify. The requirements for the notice are outlined and timelines stated for when action must occur.

Clause 380 allows a resident to give a provider a notice to end the agreement if the premises have been destroyed or are unfit to live in, other than because of a breach of the agreement by the resident. The requirements for the notice are outlined and timelines stated for when action must occur.

Clause 381 requires a resident to give the provider at least seven days written notice to terminate a periodic agreement. A resident may terminate a fixed term agreement by giving the provider a written notice. The day the fixed term agreement ends is to be at least seven days after the notice is given and not before the end of the term.

Subdivision 3 Applications for termination by resident

Clause 382 provides that a resident can apply to a tribunal for a termination order on the grounds of the provider's repeated breaches of the agreement. The resident is to have given the provider at least two notices to remedy breach for separate breaches of particular provisions within the prescribed period and the provider has remedied each breach within the allowed period.

Clause 383 allows a resident under a fixed term agreement to apply to a tribunal for a termination order because they would otherwise suffer excessive hardship to continue in the agreement. The tribunal may make any appropriate order.

Division 4 Action by mortgagees

Clause 384 applies where a mortgagee has become entitled to take possession rental premises, where the rooming accommodation agreement is entered into after the rental premises are subject to a mortgage and the mortgagee has not consented to the accommodation agreement. The mortgagee must give the resident a written notice in the approved form at least 30 days before they are able to take possession.

Clause 385 provides that if a mortgagee or its representative accepts rent payments from a resident in accordance with the rooming accommodation agreement, this does not mean the mortgagee has consented to the agreement. This applies where the rooming accommodation agreement is entered into after the rental premises are subject to a mortgage and the mortgagee has not consented to the accommodation agreement.

Clause 386 provides that a resident is not liable for rent or other loss incurred by the provider because the resident has left the premises because the resident has been given a notice to leave by the mortgagee under section 384.

Clause 387 provides that a resident is not liable to the provider for rent or any other loss incurred by the provider because the resident pays rent to a mortgagee under a notice given to the resident by the mortgagee.

Division 5 Procedural requirements and orders of tribunal

Clause 388 permits a provider or resident to make an application to a tribunal for a termination order on the grounds of excessive hardship or repeated breaches, without giving a notice to end the agreement to the other party.

Clause 389 allows a tribunal to make an order to terminate a fixed term agreement because of repeated breaches, and the matters the tribunal must consider are outlined.

Division 6 Goods or money left behind in premises

Clause 390 provides that this division applies if a rooming accommodation ends and money, a personal document or other items likely to belong to a former resident are left at the rental premises.

Clause 391 prohibits the provider or agent from disposing of, or otherwise dealing with, lost property other than as required by this Act unless they have a reasonable excuse.

Clause 392 outlines the process for a provider to follow to deal with personal documents and money left behind on the premises. Money must be given to the public trustee to be dealt with as unclaimed money.

Clause 393 permits a provider to sell or dispose of any goods, other than personal documents or money, which are left on the premises. The process to be followed for disposing or selling the goods left behind is outlined. Any proceeds must be applied to the reasonable costs incurred by the provider and any outstanding amount owed by the former resident under the accommodation agreement. Any balance is to be given to the person if they have been located, or to the public trustee.

Clause 394 requires the public trustee to keep any personal documents required to be given it under section 392 or at least six months (unless reclaimed earlier), after which the public trustee may deal with it in an appropriate way.

Clause 395 requires the public trustee to pay any money a provider has given it into the unclaimed moneys fund. The provider may apply to the public trustee for payment of reasonable expenses incurred by the provider in handling lost property, or for outstanding amounts in relation to the agreement. The provider may also apply to a tribunal for an order about payments. However, the amount cannot exceed what was given to the public trustee.

Clause 396 provides that a person may apply to a tribunal for an order about the way the provider has dealt with, or is dealing with, lost property. The tribunal may any order it considers appropriate, including compensation for loss or expense.

Chapter 6 Dispute resolution

Part 1 Conciliation process for residential tenancy disputes and rooming accommodation disputes

Division 1 Preliminary

Clause 397 provides that this part of the Act applies to general tenancy disputes and rooming accommodation disputes which have not been resolved through negotiation.

Division 2 Conciliation

Clause 398 defines a conciliation process and gives examples of possible steps involved in a conciliation process.

Clause 399 provides that the Residential Tenancies Authority may refuse to provide a conciliation service if it considers the matter is unsuitable for conciliation. The Authority must publish guidelines about the matters to be considered when determining if a dispute is unsuitable.

Clause 400 allows the chief executive officer to appoint suitable people as conciliators for the Act.

Clause 401 outlines the functions of conciliators under the Act.

Division 3 Starting the conciliation process

Clause 402 provides that a lessor, tenant, provider or resident may make a dispute resolution request to the Residential Tenancies Authority, which must be in the approved form.

Clause 403 requires the Residential Tenancies Authority to start the conciliation process as soon as practicable after receiving the dispute resolution request. The Authority may give written notice to the parties if the dispute is considered not suitable for conciliation.

Division 4 Conduct of conciliation process

Clause 404 provides that a conciliation fee may be prescribed under a regulation. If a fee is prescribed, the conciliation process can only start if the fee has been paid to the Residential Tenancies Authority, however the Authority may waive the fee in some circumstances.

Clause 405 provides that each party involved in the conciliation must conduct their own case. A party may be represented by someone else if the conciliator agrees and approves of the representative.

Clause 406 provides that a party to the dispute cannot be compelled to participate in the conciliation process and may withdraw at any time. The conciliator may also end the conciliation process at any time.

Clause 407 allows a person who is not a party to the dispute to take part in the conciliation process if the Residential Tenancies Authority or the conciliator is satisfied the person has a sufficient interest in resolving the dispute. However, the person does not become a party to the dispute.

Clause 408 requires agreements reached during a dispute process must be put into writing and signed by or for the parties. Any agreement must be consistent with the Act.

Clause 409 prevents a person from making a record of anything said during a conciliation process. However, conciliators can make appropriate notes during the process and may destroy the notes after the process ends.

Division 5 Withdrawal of disputes

Clause 410 allows a person to withdraw a dispute resolution request by writing to the Residential Tenancies Authority, before the conciliation process has commenced.

Division 6 Confidentiality, privilege and immunity

Clause 411 prohibits conciliators from disclosing information that comes to their knowledge during the conciliation process. However, a conciliator may disclose information if all parties agree, for statistical purpose if the information is non-identifying, for an inquiry or proceeding about misconduct that happens during the conciliation process, if there is a threat or injury to any person, or under a requirement of any Act. A conciliator may disclose a document to an authorised person if the person requests the conciliator to do so.

Clause 412 provides that conciliators performing conciliator functions have the same protection and immunity as a Supreme Court judge performing as a judge. Persons involved in the conciliation process, and any documents produced, have the same protections and immunity as if the dispute were being heard in the Supreme Court.

Clause 413 provides that anything said during a conciliation process for a dispute is inadmissible in tribunal hearings or other court matters. However, this does not include civil proceedings relating to fraud connected with the conciliation process.

Part 2 Application to tribunals

Division 1 Application of part

Clause 414 provides that the part applies to applications to a tribunal by lessors and tenants, providers and residents, and the Residential Tenancies Authority.

Division 2 Preliminary

Clause 415 defines what is considered an urgent application order in general tenancies, moveable dwelling tenancies and rooming accommodation tenancies.

Clause 416 requires the parties to first apply for dispute resolution before they can apply to a tribunal about an issue, except if it is an urgent application as defined by section 406. An application can only be made to a tribunal if the conciliation process has ended without a resolution, or the Residential Tenancies Authority refused to conciliate on the issue, or one of the parties refuses to participate or continue in the process, or one of the parties believes the other party has breached the conciliation agreement.

Clause 417 provides that a lessor or tenant, or a provider or resident, may apply to a tribunal about an issue being disputed concerning their agreement. An application to a tribunal includes making a dispute resolution request to the Residential Tenancies Authority.

Division 3 General powers of tribunals

Clause 418 allows a person or the Residential Tenancies Authority to apply to a tribunal for an order about whether a residential tenancies agreement or a rooming accommodation agreement is one which is covered by this Act. The tribunal may also allow the Authority to be involved in an application by another person.

Clause 419 allows a lessor, tenant, provider or resident to apply to the tribunal for an order about a breach of a term of the agreement. The application must be made within six months of the party becoming aware of the breach. The application can be made during or after the term of the agreement, and whether or not a rental bond is held by the Residential Tenancies Authority.

Clause 420 outlines the orders a tribunal may make for applications about a breach of a residential tenancy or rooming accommodation agreement.

Clause 421 requires a tribunal to have regard for identified matters when making an order for compensation in favour of a lessor.

Clause 422 requires a tribunal to have regard to Aboriginal tradition practice when deciding certain applications for termination orders.

Clause 423 requires a tribunal to have regard to Torres Strait Islander custom when deciding certain applications for termination orders.

Clause 424 allows a lessor to apply to the tribunal for an order about a notice to remedy breach or a notice of intention to leave (other than a notice of intention to leave without grounds) if the lessor disputes the grounds. The tribunal may make any appropriate order.

Clause 425 allows a provider to apply to the tribunal for an order about a notice to remedy breach or a notice to end the agreement (other than a notice to intention to leave without grounds) if the provider disputes the grounds. The tribunal may make any appropriate order.

Clause 426 allows a tenant to apply to the tribunal for an order about a notice to remedy breach or a notice to leave (other than a notice to leave without grounds) if the tenant disputes the grounds. The tribunal may make any appropriate order.

Clause 427 permits a resident to apply to the tribunal for an order about a notice issued by the provider under sections 368 or 372 where the resident disputes the grounds. The tribunal may make any appropriate order.

Clause 428 permits a resident to apply to the tribunal for an order if the resident believes the provider or someone assisting the provider has unlawfully entered the resident's room or unlawfully removed the resident's property. The application must be made within six months of the event occurring, and may be made during or after the term of the agreement. The tribunal may make any appropriate order, including an order for compensation.

Clause 429 allows the tribunal to hear disputes between lessors and tenants, and providers and residents, including disputes between cotenants. The tribunal may make any appropriate order.

Clause 430 provides that a tribunal can hear disputes about rental bonds between cotenants or coresidents. The tribunal can make any appropriate order, but must give the lessor or provider an opportunity to be heard on the application.

Clause 431 allows a tribunal to consider at the same time different applications about an agreement by the parties.

Clause 432 allows a tribunal to join applications from a subtenant with an application of a lessor or tenant.

Clause 433 outlines the matters a tribunal must consider when deciding whether a person is a boarder or lodger.

Chapter 7 Enforcement

Part 1 Authorised persons

Clause 434 provides that this chapter allows for the appointment of authorised persons to ensure the Residential Tenancies Authority has suitably qualified persons to deal with compliance issues.

Clause 435 provides that the Residential Tenancies Authority can appoint appropriate persons as an authorised person.

Clause 436 identifies how an authorised person's powers may be limited.

Clause 437 outlines an authorised person's conditions of appointment.

Clause 438 outlines the requirements for an authorised person's identity card, including its return when a person ceases to be an authorised person.

Clause 439 prohibits an authorised person from exercising their powers under the Act without producing or displaying their identity card.

Part 2 Powers of authorised persons for places

Clause 440 allows an authorised person to enter a place if the occupant agrees to the entry or a warrant allows the entry. An authorised person may enter a place without the occupier's agreement if the place is open to the public, or to enter the land to seek the occupant's agreement for entry. Entry must be at a reasonable time, unless made under warrant.

Clause 441 allows an authorised person to apply to a magistrate for a warrant to enter a place. The requirements for the application and warrant are outlined.

Clause 442 provides how an authorised person may apply for a warrant in special circumstances.

Clause 443 outlines an authorised person's general powers when entering a place where agreement to enter has been given or the entry is otherwise authorised.

Part 3 Other enforcement matters

Clause 444 requires an authorised person to give a receipt to the person for any documents seized and allow the person to copy the document. The requirements for returning seized documents are outlined.

Clause 445 provides that an authorised person may require a nominated person to give information about an offence. The requirements of the written notice are outlined. The nominated person must comply unless they have a reasonable excuse not to, including if it might incriminate them, or if the information sought is not relevant to the offence, or an offence is not proved to have been committed.

Clause 446 provides that a person must not make a false or misleading statement or omit anything from a statement made to an authorised officer to make it misleading. A complaint can state the statement was false or misleading to the person's knowledge.

Clause 447 provides that a person must not give an authorised officer a document containing false or misleading information. However, this does

not apply if the person tells the authorised officer how it is false or misleading and provides correct information if available. A complaint can state the document was false or misleading to the person's knowledge.

Clause 448 requires an authorised person to give written notice of any damage to the owner, if the authorised person or their delegate damages anything when exercising their power under part 2 of the Act. This does not apply if the damage could be considered trivial.

Clause 449 allows a person to claim compensation for loss or expense resulting from the exercise of a power under part 2 of the Act. A court may order compensation to be paid in consideration of the circumstances of the particular case.

Clause 450 outlines the requirements for an authorised person to seek the agreement of an occupier before the authorised person can enter the place. The authorised person must inform the occupier of certain matters about the entry, and the occupier's formal agreement must be obtained.

Clause 451 provides that a court may presume an occupier did not agree to an entry by an authorised person if there is no evidence of the occupier's agreement, unless the contrary is proved.

Clause 452 prohibits a person from obstructing an authorised person who is exercising their power, unless the person has a reasonable excuse.

Clause 453 prohibits a person from pretending to be an authorised person.

Chapter 8 Causing nuisance in moveable dwelling parks

Clause 454 defines behaviour in a moveable dwelling park which is considered a serious nuisance.

Clause 455 allows an owner of a moveable dwelling park to apply to a tribunal for an order to exclude a person from the park because of the person's behaviour. The requirements of the application and the notice are outlined.

Clause 456 allows a person to apply to a tribunal for an order to exclude a person from entering or being in a moveable dwelling park for a period of

up to one year because of the person's behaviour. The matters a tribunal may consider in deciding the application are listed. The person must not contravene the tribunal order unless they have a reasonable excuse.

Chapter 9 Tenancy databases

Clause 457 provides the definitions for the terms: list, personal information and tenancy database used in chapter 8.

Clause 458 provides that this chapter of the Act does not apply to tenancy databases kept by an entity for internal use only by its employees or agents.

Clause 459 prohibits a person from listing another person on a tenancy database unless the person was named as a tenant on the agreement, the agreement has ended, and the listing is for an approved reason. The listing person must inform the person in writing of the proposed listing and give them an opportunity to review the listing, unless the person cannot be located or the information is publicly available at the time of listing.

Clause 460 provides that a person may apply to a tribunal about a breach regarding tenancy database listings within six months of becoming aware of the breach. The tribunal may make appropriate orders.

Clause 461 allows a person who has been listed on a tenancy database to apply to a tribunal for an order because the listing is incorrect, misleading or unjust. The tribunal may make an order to have the tenant's details altered or removed from the database, and must have regard to a number of factors. The tribunal may make an order against a person who owns or operates a tenancy database, or a person who lists a person on a tenancy database.

Clause 462 allows a person to apply to a tribunal for an order about a proposed listing of the tenant on a tenancy database. The tribunal may make any appropriate order.

Clause 463 requires a person to comply with a tribunal order made under this chapter of the Act. An offence not to comply with the order is considered a continuing offence and may be charged in one or more complaints for periods the offence continues. There is a penalty for each day the offence continues after the person has been convicted.

Clause 464 provides that a court may make an order requiring a person convicted of an offence under section 463, to pay to a person within a stated period compensation for loss or damage caused by the listing. The order for compensation can be enforced by filing a copy of the order or an affidavit with the relevant court.

Chapter 10 Residential Tenancies Authority

Part 1 Establishment of authority

Clause 465 provides that the Residential Tenancies Authority is established under this Act.

Clause 466 provides that the Residential Tenancies Authority is a body corporate, has a seal and may sue and be sued in its corporate name.

Clause 467 provides that the Residential Tenancies Authority represents the State and has all the privileges and immunities of the State.

Part 2 Functions and powers of authority

Clause 468 outlines the required functions of the Residential Tenancies Authority.

Clause 469 provides that the Residential Tenancies Authority has all the powers of an individual, as well as the powers given to it under this or another Act, and can exercise its powers inside and outside of Australia.

Clause 470 provides that the Minister may give the Residential Tenancies Authority a written direction in the public interest because of exceptional circumstances, after first consulting with the Authority. The Authority

must comply with the direction, and the Minister must ensure the direction is gazetted within 21 days of it being given.

Part 3 The board

Clause 471 provides that the Residential Tenancies Authority has a board of directors.

Clause 472 provides that the Board is responsible for the way the Residential Tenancies Authority performs its functions and ensuring it exercises its powers in an appropriate, effective and efficient way.

Clause 473 provides that the Board consists of the chairperson and six other directors who must include representatives of industry and consumer organisations. The Governor in Council makes the appointments.

Clause 474 provides that a director is appointed to the Board by the Governor in Council for a term not longer than three years. The reasons why an office of director becomes vacant are listed, including that the Governor in Council may end the appointment.

Clause 475 provides that a director of the Board is appointed on a part-time basis and may be paid remuneration and allowances as fixed by the Governor in Council.

Part 4 Proceedings of the board

Clause 476 provides that the Board may hold its meetings when and where it decides, but must meet at least once every three months. The chairperson may call a meeting of the board at any time and must call a meeting if asked by at least 25% of the other directors.

Clause 477 provides that the Board meetings are to be chaired by the chairperson or, if absent, by a director chosen by the directors who are present. The processes for Board meetings are outlined, including how votes are decided, resolutions are made and how proceedings are conducted.

Clause 478 requires a director of the Board to disclose any direct or indirect financial interest in an issue being considered, including where the director is related to a person who has the interest. The disclosure must be recorded in the Board's minutes and the director must not be present when the Board considers or decides on the issue. If the director's absence from the decision affects the required numbers for a quorum, the remaining directors are considered to meet the quorum.

Clause 479 requires the Board to keep minutes of its proceedings.

Part 5 Financial matters

Clause 480 provides that the Residential Tenancies Authority is a statutory body under the *Financial Administration and Audit Act 1977*.

Clause 481 provides that the Residential Tenancies Authority is a statutory body under the *Statutory Bodies Financial Arrangements Act 1982*.

Clause 482 requires the Residential Tenancies Authority to submit to the Minister an administration budget within the required time. The Minister must approve the budget and any amendments to the budget before they take effect.

Part 6 Other things about the authority

Clause 483 allows the Residential Tenancies Authority to enter into work performance agreements with the Residential Tenancies Employing Office or another Government entity. Work performance arrangements may cover a number of matters. However, a person performing work for the Authority or another government entity remains an employee of the employing office as the Authority and government entity does not have the power to employ a person under work performance agreements.

Clause 484 provides that a document with the Residential Tenancies Authority's seal must be presumed to have been properly sealed unless proven otherwise.

Clause 485 provides that the Residential Tenancies Authority is a unit of public administration under the *Crime and Misconduct Act 2001* and an agency under the *Equal Opportunity in Public Employment Act 1992*.

Clause 486 provides the Residential Tenancies Authority may delegate its powers to a director or an officer of the authority.

Part 7 Chief executive officer

Clause 487 requires the Residential Tenancies Authority to have a chief executive officer appointed by the Government in Council and appointed under this Act for a term not longer than five years. The chief executive officer must manage the Authority in accordance with the Board's policies, and cannot be a director of the Board. The Authority fixes their conditions of employment.

Clause 488 prohibits the chief executive officer from engaging in paid outside employment or participating in a business without the board's approval.

Clause 489 provides that the Governor in Council may appoint a person to act as the chief executive officer during any vacancies or when the chief executive officer is absent or cannot perform the duties of the office.

Clause 490 provides that the chief executive officer may delegate their powers under this Act to another qualified officer of the Residential Tenancies Authority.

Chapter 11 Residential Tenancies Employing Office

Part 1 Establishment and functions of employing office

Clause 491 establishes and continues the Residential Tenancies Employing Office, which consists of the executive officer and employees. The employing office is a separate entity from the Residential Tenancies Authority.

Clause 492 provides that the Residential Tenancies Employing Office represents the State and has the status, privileges and immunities of the State.

Clause 493 provides that the main functions of the Residential Tenancies Employing Office include acting on behalf of the State to enter into a work performance arrangement with the Residential Tenancies Authority to employ staff to work for the Authority. The employing office may also enter into work performance arrangements with other government entities.

Part 2 Executive officer

Clause 494 requires the Residential Tenancies Employing Office to have an executive officer appointed by the Governor in Council and appointed under this Act.

Clause 495 provides that the Residential Tenancies Employing Office acts through the executive officer. Anything done by the executive officer on behalf of the employing office is taken to have been done by the employing office.

Clause 496 provides that the executive officer of the Residential Tenancies Employing Office can delegate their powers under the Act to another officer of the Residential Tenancies Authority.

Part 3 Staff of employing office

Clause 497 provides that the Residential Tenancies Employing Office can employ staff for the State under this Act and may decide the terms of employment subject to any relevant industrial requirements.

Clause 498 provides that the Residential Tenancies Employing Officer may enter into work performance arrangements with the Residential Tenancies

Authority and other government entities. Work performance arrangements may cover a number of matters. However, a person working for the Authority or another government entity remains an employee of the employing office as the Authority and government entity does not have the power to employ a person under work performance agreements.

Part 4 Other provisions

Clause 499 provides that the Residential Tenancies Employing Office is a statutory body under legislation and outlines the requirements of the chief executive officer under the *Financial Administration and Audit Act 1977*.

Clause 500 provides that the Residential Tenancies Employing Office is a public administration unit under the *Crime and Misconduct Act 2001*.

Chapter 12 Legal proceedings

Part 1 Application

Clause 501 provides that chapter 12 applies to proceedings under the Act.

Part 2 Evidence

Clause 502 provides that appointments for the chief executive officer, an authorised person or the chairperson and their authority to do anything under this Act, are to be accepted unless a party to the proceeding requests evidence.

Clause 503 provides that a signature of the chief executive officer, the chairperson or an authorised person is evidence of that signature.

Clause 504 provides that a certificate signed by the chief executive officer, the chairperson or an authorised person stating that a stated document or that on a stated day someone was given a stated document or something prescribed under a regulation, is considered to be evidence of that happening. A certificate signed by a registrar under the *Small Claims Tribunals Act 1973* stating that a stated document was made by a tribunal under this Act is also considered to be evidence of that.

Clause 505 provides that the day the complainant stated that a matter came to their knowledge is to be considered evidence in the proceeding.

Clause 506 provides that a copy of a condition report for a residential tenancy for the premises and its inclusions can be considered as evidence of the condition at the time the tenant signed or made the report. If the tenant marked the report to disagree with the lessor's comments, the report is evidence of the condition of the unmarked items when the tenant signed.

Clause 507 provides that a copy of a condition report for a rooming accommodation agreement for the room and its inclusions can be considered as evidence of the condition at the time the resident signed or made the report. If the resident marked the report to disagree with the provider's comments, the report is evidence of the condition of the unmarked items when the resident signed.

Clause 508 provides that a signed certificate from the Residential Tenancies Authority about whether or not it held rental bonds for an agreement is to be considered evidence.

Clause 509 outlines the matters a tribunal may consider when determining if a resident has abandoned their room. A number of indications are provided, including whether rent has been paid, whether mail has been collected and reports from other persons.

Part 3 Proceedings

Clause 510 provides that proceedings for summary offences must comply with the Justices Act 1886. The proceedings must start within one year of the offence being committed, or within six months after the complainant becomes aware of the offence but within two years of it being committed.

Clause 511 provides that a person who attempts to commit an offence against this Act is considered to have committed an offence and may be liable for half the maximum penalty.

Clause 512 provides what should be considered when determining a person's state of mind, and the scope of a representative if acting on behalf of a person, in a proceeding for an offence against this Act.

Clause 513 requires the executive officers of a corporation to ensure the corporation complies with this Act. The corporation's executive officers are considered to have committed an offence if the corporation commits an offence against this Act, and the corporation's conviction of an offence is proof the executive officers have committed the offence. However, executive officers can use as a defence, proof of whether the officer was in a position to influence the conduct of the corporation and if the officer exercised reasonable diligence to ensure the corporation complied with the provision.

Part 4 Offence about giving false or misleading document to authority

Clause 514 provides that a person must not give the Residential Tenancies Authority false or misleading documents that they know to be so. However, this does not apply if the person advises the Authority how the information is incorrect and gives the correct information.

Chapter 13 Miscellaneous

Clause 515 permits the Residential Tenancies Authority to provide the address it holds for a party to a tribunal application, where requested by the tribunal.

Clause 516 provides that, where an application to a tribunal is for an amount greater than that allowed under the *Small Claims Tribunals Act*

1973, the relevant tribunal is to be considered the court with jurisdiction for the application amount.

Clause 517 protects identified officials from civil liability for any act or omission done honestly and without negligence under the Act. The liability attaches to the State.

Clause 518 requires a relevant employee to disclose any direct or indirect financial interest in an issue to the Residential Tenancies Authority.

Clause 519 provides that the chief executive officer can approve the forms to be used under this Act.

Clause 520 provides that the Governor in Council can make regulations under this Act to impose a fee or impose a penalty of no more than 20 penalty units for a contravention of a regulation.

Clause 521 provides that the Act does not apply to long-term leases on Hamilton Island. However, a sublease of a long-term lease may be captured. Long-term leases are for periods of at least 99 years, including renewal options.

Clause 522 provides that the Act does not apply to long-term leases on Hayman Island. However, a sublease of a long-term lease may be captured. Long-term leases are for periods of at least 99 years, including renewal options.

Clause 523 provides that the Act does not apply to long-term leases within Pacific Mirage land. However, a sublease of a long-term lease may be captured. Long-term leases are for periods of at least 99 years, including renewal options.

Clause 524 provides that the Act does not apply to long-term leases on land prescribed under a regulation. However, a sublease of a long-term lease may be captured. Long-term leases are for periods of at least 99 years, including renewal options.

Clause 525 outlines who a rooming accommodation provider must give a notice to where an administrator for a financial matter or an enduring power of attorney has been appointed, the resident is considered to have impaired capacity, the resident has limited capacity due to language, literacy or other factors and has advised of a person to act on their behalf. In some instances, the notice must be given to both the resident and the nominated person.

Clause 526 requires a person, which includes an authorised person, a public service officer or an officer of the Residential Tenancies Authority, to report breaches of the *Residential Services (Accreditation) Act 2002* to the Department administering the Act. However, this is not necessary if the matter may be considered trivial, of minor relevance or if the Department is aware of it.

Clause 527 protects the privacy of Residential Tenancies Authority clients by ensuring confidential information is only used for a purpose of the Act. It must not be released by the Authority's chief executive officer, board members, employees (including of the employing authority) or authorised persons except with the consent of the person, in compliance with a lawful process or as permitted or required by another Act.

Chapter 14 Repeal, savings and transitional provisions

Part 1 Repeal provisions

Clause 528 repeals the *Residential Tenancies Act 1994*.

Clause 529 repeals the *Residential Services (Accommodation) Act 2002*.

Part 2 Savings and transitional provisions

Division 1 Interpretation

Clause 530 outlines definitions for the transitional provisions.

Division 2 Transitional references

Clause 531 provides that division 2 of the Act applies to references in Acts or documents which existed at the time of commencement

Clause 532 provides that any reference in an Act or document to the *Residential Tenancies Act 1994* may be taken as a reference to this Act.

Clause 533 provides that any reference in an Act or document to the *Residential Services (Accommodation) Act 2002* may be taken as a reference to this Act.

Division 3 The authority

Clause 534 provides that the Residential Tenancies Authority continues as the legal successor of the previous Authority established under the *Residential Tenancies Act 1994*.

Clause 535 provides that the chief executive officer of the Residential Tenancies Authority (established under the *Residential Tenancies Act 1994*) continues to be the chief executive officer of the Residential Tenancies Authority under the same conditions as previously held. The chief executive officer is not appointed under the *Public Service Act 2008*.

Clause 536 provides that a person who was an employee of the Residential Tenancies Authority (established under the *Residential Tenancies Act 1994*) continues to be an employee of the Authority under the same conditions as previously held. The employee is not appointed under the *Public Service Act 2008*.

Division 4 The authority's board

Clause 537 provides that the members of the previous Residential Tenancies Authority Board (established under the *Residential Tenancies Act 1994*) continue to be members of the Residential Tenancies Authority Board, under the same conditions as previously held.

Division 5 Employing office

Clause 538 provides that the employing office established under the *Residential Tenancies Act 1994* continues as the legal successor of the former employing office.

Clause 539 provides that the executive officer of the Residential Tenancies Employing Office (established under the *Residential Tenancies Act 1994*) continues to be the executive officer of the Residential Tenancies Employing Office under the same conditions as previously held. The executive officer is not appointed under the *Public Service Act 2008*.

Clause 540 provides that a person who was an employee of the Residential Tenancies Employing Office (established under the *Residential Tenancies Act 1994*) continues to be an employee of the Residential Tenancies Employing Office under the same conditions as previously held. The employee is not appointed under the *Public Service Act 2008*.

Division 6 Authorised persons and conciliators

Clause 541 provides that a person appointed as an authorised person under the *Residential Tenancies Act 1994* is taken to be appointed as an authorised person under this legislation.

Clause 542 provides that a person appointed as a conciliator under the *Residential Tenancies Act 1994* is taken to be appointed as a conciliator under this legislation.

Division 7 Existing agreements

Clause 543 provides that an existing agreement in force at the commencement of this Act, continues after commencement and the provisions of this Act apply to the agreement. The parties to the agreement do not have to enter into a new written agreement for the existing agreement. The provisions of this Act do not apply to any process, notice, application or request which had started under the *Residential Tenancies Act 1994* or the *Residential Services (Accommodation) Act 2002*.

Division 8 Agreements to which repealed Acts would not have applied

Clause 544 applies to agreements that were not covered by the *Residential Tenancies Act 1994* or the *Residential Services (Accommodation) Act 2002* but will be covered under this Act. The provisions of this Act do not apply to an agreement which was entered into before commencement of this Act until the day prescribed by regulation. However, this Act's provisions apply to an agreement which was entered into between the commencement date of the Act and the commencement date for coverage prescribed by regulation, if the agreement states that it is made under this Act.

Division 9 Rental bonds

Clause 545 provides that an amount considered to be a rental bond prior to this Act's commencement, is taken to be a rental bond in accordance with this Act.

Clause 546 provides that, on a date to be prescribed by regulation, if a person holds a rental bond for an agreement that was in place prior to the Act's commencement but was not previously required to be lodged, the person must lodge the rental bond in accordance with the Act. For bond lodgement purposes, the rental bond is taken to have been received by the person on the day of the agreement's commencement as prescribed by regulation. This does not apply to agreements which were entered into between the commencement date of the Act and the commencement date prescribed by regulation.

Clause 547 applies where a person holds a rental bond for a residential tenancy agreement or a rooming accommodation agreement for premises located within the external boundary of a university campus. For bond lodgement requirements, the person is taken to have received the rental bond on the date prescribed by regulation.

Clause 548 provides that if a person holds a rental bond when an agreement is entered into between the commencement date of the Act and the date prescribed by regulation as to when coverage of the agreement should apply, for bond lodgement requirements the date the person is taken to have received the rental bond is the day the agreement is entered into.

Division 10 Notices given, or applications or requests made, by parties to agreements

Clause 549 provides that if a person had given a notice or made an application under the *Residential Tenancies Act 1994* or the *Residential Services (Accommodation) Act 2002* before this Act had commenced, then any continuing process must be completed in accordance with the previous Act's requirements. A range of notices and applications are given with corresponding examples.

Clause 550 provides that a person can give a notice, or make an application or request, to another party for a matter that happened before this Act's commencement.

Division 11 Other transitional provisions

Clause 551 provides that if a previous provision of the *Residential Tenancies Act 1994* or the *Residential Services (Accommodation) Act 2002* stated a time period for an action and the period started before commencement of this Act, the new time period would apply if the time periods in both the previous Act and the new Act were equal. This does not apply to processes mentioned in section 549.

Clause 552 provides that a regulation may make a provision about a transitional matter if necessary to facilitate the transition between either the *Residential Tenancies Act 1994* or the *Residential Services (Accommodation) Act 2002* to the new Act. This section expires one year after the commencement of the Act.

Chapter 15 Consequential amendments

Clause 553 provides that Schedule one outlines the amendments to other Acts as a result of consequential amendments.

Clause 554 provides that the amendment of a regulation in schedule one which outlined consequential amendments does not affect the power of the Governor In Council to further amend the regulation or repeal it.

Schedule 1 identifies the consequential amendments in other legislation which refer to either the *Residential Tenancies Act 1994* or the *Residential Services (Accommodation) Act 2002*.

Schedule 2 contains the definitions of particular terms used in the Bill.