



Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021



Queensland

Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021

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2021

A Bill

for

An Act to amend the *Police Powers and Responsibilities Act 2000* and the *Residential Tenancies and Rooming Accommodation Act 2008* to improve rights for renters, address rental affordability concerns and improve access to safe and secure housing

The Parliament of Queensland enacts— 1

Part 1 Preliminary 2

Clause 1 Short title 3

This Act may be cited as the *Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Act 2021*. 4
5
6

Part 2 Amendment of Police Powers and Responsibilities Act 2000 7
8

Clause 2 Act amended 9

This part amends the *Police Powers and Responsibilities Act 2000*. 10
11

Clause 3 Omission of s 611 (Attendance at rental premises while person or property is removed) 12
13

Section 611— 14
omit. 15

Clause 4 Insertion of new ch 24, pt 23 16

Chapter 24— 17
insert— 18

Part 23	Transitional provision for Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Act 2021	1 2 3 4 5 6 7 8
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892 Continued application of former s 611	9
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- | | |
|--|----------------------------|
| (1) This section applies to a rooming accommodation agreement entered into under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> and in force immediately before the commencement. | 10
11
12
13
14 |
| (2) Former section 611 of this Act continues to apply in relation to the agreement as if the <i>Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Act 2021</i> had not been enacted. | 15
16
17
18
19 |
| (3) In this section—
<i>former</i> , for a provision, means the provision as in force immediately before the commencement. | 20
21
22 |

Part 3	Amendment of Residential Tenancies and Rooming Accommodation Act 2008	23 24 25
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- | | | |
|-----------------|--|----------|
| Clause 5 | Act amended | 26 |
| | This part amends the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> . | 27
28 |

Clause 6	Amendment of s 17A (Prescribed minimum housing standards)	1 2
	Section 17A(3), from 'A' to 'following'—	3
	<i>omit, insert—</i>	4
	The prescribed minimum housing standards must cover the following matters and may cover any other matters relating to the premises, inclusions or park facilities	5 6 7 8
Clause 7	Amendment of s 57 (Premises must be offered for rent at a fixed amount)	9 10
	(1) Section 57—	11
	<i>insert—</i>	12
	(2A) A lessor or lessor's agent must not enter into a residential tenancy agreement for premises that includes a greater amount of rent for the premises than was stated in an advertisement or offer for the premises.	13 14 15 16 17
	Maximum penalty—60 penalty units.	18
	(2) Section 57(2A) and (3)—	19
	<i>renumber</i> as section 57(3) and (4).	20
Clause 8	Insertion of new ss 57A–57C	21
	After section 57—	22
	<i>insert—</i>	23
	57A Lessor must not advertise, offer or accept rent greater than indexed rent amount	24 25
	(1) This section applies to premises if a residential tenancy agreement for the premises has previously been entered into, whether or not the lessor is the same person as the lessor for the previous residential tenancy agreement.	26 27 28 29 30

-
- (2) The lessor or lessor's agent must not— 1
- (a) advertise or otherwise offer a residential 2
tenancy for the premises for an amount of 3
rent greater than the indexed rent amount; or 4
- (b) enter into a residential tenancy agreement 5
for the premises that includes an amount of 6
rent greater than the indexed rent amount. 7
- Maximum penalty—100 penalty units. 8
- (3) However, subsection (2) does not apply in any of 9
the following circumstances— 10
- (a) if additional services, facilities or goods are 11
to be provided to a prospective tenant for the 12
tenancy; 13
- (b) if the amenity or standard of the premises 14
has increased substantially since the last rent 15
increase; 16
- (c) if the amount of rates payable for a year for 17
the premises has increased by more than 18
20% since the last rent increase. 19
- (4) The *indexed rent amount* is the amount worked 20
out using the formula— 21
22

$$A = R \times B / C$$

- where— 23
- A* is the indexed rent amount. 24
- R* is the amount of the rent for the most recent 25
residential tenancy agreement for the premises. 26
- B* is the latest CPI published for a quarter before 27
the lessor advertises or otherwise offers a 28
residential tenancy for the premises. 29
- C* is the CPI published for the corresponding 30
quarter in the year in which the rent was last 31

increased.	1
(5) In this section—	2
<i>CPI</i> , for a quarter, means the all groups consumer price index for Brisbane published by the Australian Statistician for that quarter.	3 4 5
<i>quarter</i> means any of the following periods in a year—	6 7
(a) 1 January to 31 March;	8
(b) 1 April to 30 June;	9
(c) 1 July to 30 September;	10
(d) 1 October to 31 December.	11
57B Lessor must not request particular information from prospective tenant	12 13
(1) Before entering into a residential tenancy agreement for premises, the lessor or lessor's agent must not request a prospective tenant for the tenancy to give the lessor any of the following information—	14 15 16 17 18
(a) whether or not the applicant has previously taken legal action, has been a respondent to legal action, or has had a dispute with a lessor, provider or owner of a moveable dwelling park;	19 20 21 22 23
(b) the prospective tenant's rental bond history, including whether or not the prospective tenant has had a claim made on the prospective tenant's bond;	24 25 26 27
(c) if evidence of identity other than the prospective tenant's passport is available—details about, or a copy of, the prospective tenant's passport;	28 29 30 31
(d) a statement from the prospective tenant's financial institution account from which	32 33

information about daily transactions has not been redacted;	1 2
(e) details of the prospective tenant's residency status or nationality, other than if the details are required to assess the prospective tenant's eligibility for a social housing service or NRAS.	3 4 5 6 7
Maximum penalty—60 penalty units.	8
(2) In this section—	9
<i>social housing service</i> see section 527A.	10
57C Lessor must give information to prospective tenant	11 12
(1) Before entering into a residential tenancy agreement for premises, the lessor or lessor's agent must give a prospective tenant for the tenancy all of the following information—	13 14 15 16
(a) if the lessor has engaged an agent to sell the premises or prepared a contract of sale—that there is a proposal to sell the premises;	17 18 19 20
(b) if a mortgagee has commenced a proceeding to enforce a mortgage over the premises—that a mortgagee is taking action for possession of the premises;	21 22 23 24
(c) if the lessor is not the owner of the premises—that the lessor has a right to let the premises;	25 26 27
(d) if the premises are supplied with electricity from an embedded electricity network—the following details—	28 29 30
(i) the ABN and trading name of the operator of the network;	31 32

[s 8]

(ii) the contact details, including a phone number and website address, of the operator of the network;	1 2 3
(iii) the electricity tariffs and all associated fees and charges that may apply to the customer in relation to the sale of electricity, or where that information can be accessed;	4 5 6 7 8
(e) whether the lessor has received a notice to remedy breach for mould or damp in relation to the premises within the last 3 years;	9 10 11 12
(f) whether the lessor knows about any of the following matters—	13 14
(i) the contamination of the premises because the premises have been used for trafficking or producing a dangerous drug, within the meaning of the <i>Drugs Misuse Act 1986</i> , within the last 5 years;	15 16 17 18 19 20
(ii) the presence of asbestos at the premises;	21 22
(iii) that the premises are the subject of a notice, report or order about a building defect or safety concern;	23 24 25
(iv) an application under the <i>Planning Act 2016</i> in relation to the premises;	26 27
(v) a current building work dispute in relation to the premises;	28 29
(vi) a dispute within the meaning of the <i>Body Corporate and Community Management Act 1997</i> , section 227 in relation to the premises.	30 31 32 33
Maximum penalty—60 penalty units.	34
(2) In this section—	35

embedded electricity network means a 1
privately-owned electricity network that— 2

(a) serves more than 1 customer; and 3

(b) connects to a distribution or transmission 4
system in the national grid through a parent 5
connection point. 6

- Clause 9** **Insertion of new s 79A** 7
- After section 79— 8
- insert—* 9
- 79A Provider must not advertise, offer or accept 10
rent greater than indexed rent amount** 11
- (1) This section applies to rental premises if a 12
rooming accommodation agreement for the 13
premises has previously been entered into, 14
whether or not the provider is the same person as 15
the provider for the previous rooming 16
accommodation agreement. 17
- (2) The provider or provider's agent must not— 18
- (a) advertise or otherwise offer accommodation 19
for the rental premises for an amount of rent 20
greater than the indexed rent amount; or 21
- (b) enter into a rooming accommodation 22
agreement for the rental premises that 23
includes an amount of rent greater than the 24
indexed rent amount. 25
- Maximum penalty—100 penalty units. 26
- (3) However, subsection (2) does not apply in any of 27
the following circumstances— 28
- (a) if additional services, facilities or goods are 29
to be provided to a prospective resident; 30

- (b) if the amenity or standard of the rental premises has increased substantially since the last rent increase; 1
2
3
- (c) if the amount of rates payable for a year for the rental premises has increased by more than 20% since the last rent increase. 4
5
6
- (4) The *indexed rent amount* is the amount worked out using the formula— 7
8
9

$$A = R \times B / C$$

- where— 10
- A* is the indexed rent amount. 11
- R* is the amount of the rent for the most recent rooming accommodation agreement for the rental premises. 12
13
14
- B* is the latest CPI published for a quarter before the provider advertises or otherwise offers accommodation for the rental premises. 15
16
17
- C* is the CPI published for the corresponding quarter in the year in which the rent was last increased. 18
19
20
- (5) In this section— 21
- CPI*, for a quarter, means the all groups consumer price index for Brisbane published by the Australian Statistician for that quarter. 22
23
24
- quarter* means any of the following periods in a year— 25
26
- (a) 1 January to 31 March; 27
- (b) 1 April to 30 June; 28
- (c) 1 July to 30 September; 29
- (d) 1 October to 31 December. 30

Clause 10	Amendment of s 91 (Rent increases)	1
(1)	Section 91(1)—	2
	<i>insert—</i>	3
	(c) 1 fixed term agreement to the next.	4
(2)	Section 91(5) and (6)—	5
	<i>omit, insert—</i>	6
	(5) The rent must not be increased to an amount greater than the indexed rent amount under section 91A unless—	7 8 9
	(a) the tenant agrees to the increased rent; or	10
	(b) the tribunal makes an order under section 92A for a rent increase that is greater than the indexed rent amount.	11 12 13
	(6) The increased rent is payable—	14
	(a) for increased rent that is not greater than the indexed rent amount—subject to an order of a tribunal under section 92, from the day stated in the notice; or	15 16 17 18
	(b) for increased rent that is greater than the indexed rent amount—	19 20
	(i) if the tenant agrees to the increased rent—from the day stated in the notice; or	21 22 23
	(ii) if the tribunal makes an order under section 92A for a rent increase that is greater than the indexed rent amount—from the day stated in the order.	24 25 26 27 28
	(6A) However, if the agreement is a fixed term agreement, the rent may be increased before the term ends only if the agreement provides for a rent increase in accordance with this section.	29 30 31 32
	(6B) If a rent increase is payable under this section, the	33

	agreement is taken to be amended accordingly.	1
(3)	Section 91(9), note—	2
	<i>omit.</i>	3
(4)	Section 91(6A) to (9)—	4
	<i>renumber</i> as section 91(7) to (11).	5
Clause 11	Insertion of new s 91A	6
	After section 91—	7
	<i>insert—</i>	8
	91A Meaning of <i>indexed rent amount</i> for a residential tenancy agreement	9 10
(1)	The <i>indexed rent amount</i> for a residential tenancy agreement is the amount worked out using the formula—	11 12 13 14
	$A = R \times B / C$	
	where—	15
	<i>A</i> is the indexed rent amount.	16
	<i>R</i> is the amount of the existing rent.	17
	<i>B</i> is the latest CPI published for a quarter before the lessor gives the tenant notice of a proposed rent increase under section 91.	18 19 20
	<i>C</i> is the CPI published for the corresponding quarter in the year in which the rent was last increased.	21 22 23
(2)	In this section—	24
	<i>CPI</i> , for a quarter, means the all groups consumer price index for Brisbane published by the Australian Statistician for that quarter.	25 26 27
	<i>quarter</i> means any of the following periods in a	28

	year—	1
	(a) 1 January to 31 March;	2
	(b) 1 April to 30 June;	3
	(c) 1 July to 30 September;	4
	(d) 1 October to 31 December.	5
Clause 12	Insertion of new s 92A	6
	After section 92—	7
	<i>insert—</i>	8
	92A Lessor's application to tribunal about rent increase	9 10
	(1) The lessor may apply to the tribunal for an order under this section if—	11 12
	(a) the lessor gives the tenant a notice of proposed rent increase under section 91; and	13 14
	(b) the proposed rent is greater than the indexed rent amount; and	15 16
	(c) the tenant does not agree to the proposed rent increase.	17 18
	(2) In deciding an application for an order for a rent increase greater than the indexed rent amount, the tribunal must have regard to each of the following matters—	19 20 21 22
	(a) whether additional services, facilities or goods are to be provided to the tenant under the agreement;	23 24 25
	(b) whether the amenity or standard of the premises has increased substantially since the last rent increase;	26 27 28
	(c) if the amount of rates payable for a year for the premises has increased by more than	29 30

	20% since the last rent increase—the	1
	increase in the amount of rates payable;	2
	(d) the proposed increased rent compared to the	3
	current rent;	4
	(e) the state of repair of the premises;	5
	(f) the term of the tenancy.	6
	(3) The rent payable under the agreement increases to	7
	the extent stated in the order and from the day	8
	stated in the order.	9
	(4) Without limiting the tribunal's powers, the	10
	tribunal may make an interim order about	11
	payment of the rent increase pending its final	12
	decision on the application.	13
Clause 13	Amendment of s 93 (Minimum period before rent can be	14
	increased)	15
	Section 93(2) and (3), '6 months'—	16
	<i>omit, insert—</i>	17
	2 years	18
Clause 14	Amendment of s 105 (Rent increases)	19
	(1) Section 105(1), after 'applies'—	20
	<i>omit, insert—</i>	21
	to increases in rent proposed by a provider for the	22
	following agreements—	23
	(a) a periodic agreement;	24
	(b) a fixed term agreement, during the term of	25
	the agreement;	26
	(c) 1 fixed term agreement to the next.	27
	(2) Section 105(3)(b), '4 weeks'—	28
	<i>omit, insert—</i>	29

2 months	1
(3) Section 105(4)—	2
<i>omit, insert—</i>	3
(4) The rent must not be increased to an amount greater than the indexed rent amount under section 105A unless—	4 5 6
(a) the resident agrees to the increased rent; or	7
(b) the tribunal makes an order under section 105B for a rent increase that is greater than the indexed rent amount.	8 9 10
(4A) The increased rent is payable—	11
(a) for increased rent that is not greater than the indexed rent amount—from the day stated in the notice; or	12 13 14
(b) for increased rent that is greater than the indexed rent amount—	15 16
(i) if the resident agrees to the increased rent—from the day stated in the notice; or	17 18 19
(ii) if the tribunal makes an order under section 105B for a rent increase that is greater than the indexed rent amount—from the day stated in the order.	20 21 22 23 24
(4B) However, if the agreement is a fixed term agreement, the rent may be increased before the term ends only if the agreement provides for a rent increase in accordance with this section.	25 26 27 28
(4C) If a rent increase is payable under this section, the agreement is taken to be amended accordingly.	29 30
(4D) This section applies subject to section 105C.	31
(4) Section 105(5), 'Subsections (2) to (4) do'—	32
<i>omit, insert—</i>	33

This section does 1
(5) Section 105(4A) to (5)— 2
renumber as section 105(5) to (9). 3

Clause 15 Insertion of new ss 105A–105C 4

After section 105— 5
insert— 6

**105A Meaning of *indexed rent amount* for a
rooming accommodation agreement** 7
8

(1) The *indexed rent amount* for a rooming 9
accommodation agreement is the amount worked 10
out using the formula— 11
12

$$A = R \times B / C$$

where— 13

A is the indexed rent amount. 14

R is the amount of the existing rent. 15

B is the latest CPI published for a quarter before 16
the provider gives the resident notice of a 17
proposed rent increase under section 105. 18

C is the CPI published for the corresponding 19
quarter in the year in which the rent was last 20
increased. 21

(2) In this section— 22

CPI, for a quarter, means the all groups consumer 23
price index for Brisbane published by the 24
Australian Statistician for that quarter. 25

quarter means any of the following periods in a 26
year— 27

(a) 1 January to 31 March; 28

-
- (b) 1 April to 30 June; 1
 - (c) 1 July to 30 September; 2
 - (d) 1 October to 31 December. 3

105B Provider's application to tribunal about rent increase 4
5

- (1) The provider may apply to the tribunal for an order under this section if— 6
7
 - (a) the provider gives the resident a notice of proposed rent increase under section 105; 8
and 9
10
 - (b) the proposed rent is greater than the indexed rent amount; and 11
12
 - (c) the resident does not agree to the proposed rent increase. 13
14
- (2) In deciding an application for an order for a rent increase greater than the indexed rent amount, the tribunal must have regard to each of the following matters— 15
16
17
18
 - (a) whether additional services, facilities or goods are to be provided to the resident under the agreement; 19
20
21
 - (b) whether the amenity or standard of the rental premises has increased substantially since the last rent increase; 22
23
24
 - (c) if the amount of rates payable for a year for the rental premises has increased by more than 20% since the last rent increase—the increase in the amount of rates payable; 25
26
27
28
 - (d) the proposed increased rent compared to the current rent; 29
30
 - (e) the state of repair of the rental premises; 31

[s 15]

(f) the period of the rooming accommodation agreement.	1 2
(3) The rent payable under the agreement increases to the extent stated in the order and from the day stated in the order.	3 4 5
(4) Without limiting the tribunal's powers, the tribunal may make an interim order about payment of the rent increase pending its final decision on the application.	6 7 8 9
105C Minimum period before rent can be increased	10
(1) This section applies to rent (the <i>existing rent</i>) payable to a provider or provider's agent by the resident of rental premises under a rooming accommodation agreement.	11 12 13 14
(2) The provider or provider's agent must not increase the existing rent less than 2 years since the date the existing rent became payable by the resident.	15 16 17 18
Maximum penalty—20 penalty units.	19
(3) Nothing prevents a provider or provider's agent from giving notice of an increase in rent within 2 years since the last increase provided the increase does not take effect until 2 years or more since the last increase.	20 21 22 23 24
(4) This section applies whether the increase in the existing rent is to take effect during an existing agreement or from 1 agreement to the next.	25 26 27
(5) This section also applies—	28
(a) if at least 1 of the residents responsible for the existing rent will be subject to the increase in rent; and	29 30 31

	(b) whether or not the provider who increases the rent is the same person as the provider who last increased the rent.	1 2 3
Clause 16	Amendment of s 166 (Water service charges for premises other than moveable dwelling premises)	4 5
	Section 166(2)—	6
	<i>insert</i> —	7
	(d) the lessor gives to the tenant a copy of the bill that contains the water consumption charges within 1 month after the bill is issued.	8 9 10 11
Clause 17	Amendment of s 192 (Grounds for entry)	12
	Section 192(2), definition <i>significant breach</i> , paragraph (c), after 'premises'—	13 14
	<i>insert</i> —	15
	other than under section 221A	16
Clause 18	Amendment of s 193 (Notice of entry)	17
	(1) Section 193(1)(c)(ii), '24 hours'—	18
	<i>omit, insert</i> —	19
	48 hours	20
	(2) Section 193(1)(c)(ii), example, 'Wednesday'—	21
	<i>omit, insert</i> —	22
	Thursday	23
Clause 19	Insertion of new ch 3, pt 5, div 1A	24
	Chapter 3, part 5—	25
	<i>insert</i> —	26

Division 1A Minor modifications 1

209A Making minor modifications 2

The tenant of premises may make minor
modifications to the premises. 3
4

Clause 20 Insertion of new ch 3, pt 5, div 4 5

Chapter 3, part 5— 6

insert— 7

Division 4 Keeping of pets 8

221A Right to keep pet 9

(1) The tenant of premises may keep a pet at the
premises if— 10
11

(a) both— 12

(i) the tenant notifies the lessor, in writing,
of the tenant's intention to keep the pet
at the premises; and 13
14
15

(ii) the lessor agrees to the tenant keeping
the pet at the premises; or 16
17

(b) the tribunal makes an order that the tenant is
permitted to keep the pet at the premises. 18
19

(2) However, the tenant of premises may not keep a
pet at the premises if a by-law under the *Body
Corporate and Community Management Act
1997* or the *Building Units and Group Titles Act
1980* prohibits the keeping of an animal on the
premises. 20
21
22
23
24
25

(3) If the tenant of premises may keep a pet at the
premises under this section, the tenant is
permitted to keep the pet at the premises for the
duration of the agreement between the lessor and 26
27
28
29

tenant (the *existing agreement*) and any new 1
agreement with the tenant for the premises, 2
whether or not the lessor for the existing 3
agreement is the same person as the lessor for the 4
new agreement. 5

221B Lessor's agreement to keeping a pet 6

The lessor is taken to agree to the tenant keeping 7
a pet at the premises if— 8

- (a) the tenant notifies the lessor of the tenant's 9
intention to keep the pet at the premises 10
before the lessor enters into the residential 11
tenancy agreement for the premises with the 12
tenant; or 13
- (b) the lessor does not make an application to 14
the tribunal under section 221C within 14 15
days after the lessor is notified of the 16
tenant's intention to keep the pet at the 17
premises. 18

221C Tribunal orders about keeping pets 19

- (1) The lessor may apply to the tribunal for an order 20
about keeping a pet at the premises. 21
- (2) If an application is made under subsection (1), the 22
tribunal may— 23
 - (a) make an order that the tenant is permitted to 24
keep the pet at the premises; or 25
 - (b) make an order that the tenant is not 26
permitted to keep the pet at the premises. 27
- (3) In deciding the application, the tribunal may 28
consider the following matters— 29
 - (a) the type of pet the tenant intends to keep at 30
the premises; 31
 - (b) the character and nature of the premises; 32

	(c) the character and nature of the appliances, fixtures and fittings on the premises;	1 2
	(d) a matter prescribed by regulation;	3
	(e) any other matter the tribunal considers relevant.	4 5
Clause 21	Amendment of s 228 (Park rules)	6
	Section 228(2)(g), 'keeping'—	7
	<i>omit, insert</i> —	8
	looking after	9
Clause 22	Amendment of s 253 (Resident's obligations generally)	10
	Section 253(e), 'without the provider's permission'—	11
	<i>omit, insert</i> —	12
	other than under section 256B	13
Clause 23	Insertion of new ss 256A–256D	14
	After section 256—	15
	<i>insert</i> —	16
	256A Making minor modifications	17
	The resident may make minor modifications to the resident's room.	18 19
	256B Right to keep pet	20
	(1) The resident may keep a pet at the rental premises if—	21 22
	(a) both—	23
	(i) the resident notifies the provider, in writing, of the resident's intention to keep the pet at the premises; and	24 25 26

-
- (ii) the provider agrees to the resident keeping the pet at the premises; or
- (b) the tribunal makes an order that the resident is permitted to keep the pet at the premises.
- (2) However, the resident may not keep a pet at the rental premises if a by-law under the *Body Corporate and Community Management Act 1997* or the *Building Units and Group Titles Act 1980* prohibits the keeping of an animal on the premises.
- (3) If the resident may keep a pet at the rental premises under this section, the resident is permitted to keep the pet at the premises for the duration of the agreement between the provider and resident (the *existing agreement*) and any new agreement with the resident for the premises, whether or not the provider for the existing agreement is the same person as the provider for the new agreement.
- 256C Provider's agreement to keeping a pet**
- The provider is taken to agree to the resident keeping a pet at the rental premises if—
- (a) the resident notifies the provider of the resident's intention to keep the pet at the premises before the provider enters into the rooming accommodation agreement for the premises with the resident; or
- (b) the provider does not make an application to the tribunal under section 256D within 14 days after the provider is notified of the resident's intention to keep the pet at the premises.

256D Tribunal orders about keeping pets

- | | |
|---|----------|
| | 1 |
| (1) The provider may apply to the tribunal for an order about keeping a pet at the rental premises. | 2
3 |
| (2) If an application is made under subsection (1), the tribunal may— | 4
5 |
| (a) make an order that the resident is permitted to keep the pet at the rental premises; or | 6
7 |
| (b) make an order that the resident is not permitted to keep the pet at the premises. | 8
9 |
| (3) In deciding the application, the tribunal may consider the following matters— | 10
11 |
| (a) the type of pet the resident intends to keep at the rental premises; | 12
13 |
| (b) the character and nature of the premises; | 14 |
| (c) the character and nature of the appliances, fixtures and fittings on the premises; | 15
16 |
| (d) a matter prescribed by regulation; | 17 |
| (e) any other matter the tribunal considers relevant. | 18
19 |

Clause 24	Amendment of s 259 (Entry after giving notice)	20
	Section 259(2), (4) and (5)(c), '24 hours'—	21
	<i>omit, insert—</i>	22
	48 hours	23

Clause 25	Amendment of s 268 (Rules made by the provider)	24
	Section 268(1)(f), 'keeping'—	25
	<i>omit, insert—</i>	26
	looking after	27

Clause 26	Omission of s 286 (Notice to leave if premises being sold)	1
	Section 286—	2
	<i>omit.</i>	3
Clause 27	Replacement of ss 291 and 292	4
	Sections 291 and 292—	5
	<i>omit, insert—</i>	6
	291 Notice to leave if premises to be occupied by lessor or close relative	7
		8
	(1) The lessor may give the tenant a notice to leave the premises if the lessor requires the premises for the purpose of the lessor, or a close relative of the lessor, occupying the premises for a period of not less than 1 year.	9 10 11 12 13
	(2) A notice to leave under this section is called a notice to leave for <i>occupation by lessor</i> .	14 15
	<i>Note—</i>	16
	See sections 329(2)(j) and 330(2)(l) for requirements about the handover day for a notice to leave given because of occupation by lessor.	17 18 19
	292 Notice to leave if premises to be renovated or repaired	20 21
	(1) The lessor may give the tenant a notice to leave the premises if the lessor requires the premises for the purpose of carrying out renovations or repairs that will make the premises completely or partly unfit to live in for a period of not less than 6 weeks.	22 23 24 25 26 27
	(2) A notice to leave under this section is called a notice to leave for <i>major renovation</i> .	28 29

	<i>Note—</i>	1
	See sections 329(2)(k) and 330(2)(m) for requirements about the handover day for a notice to leave given because of major renovation.	2 3 4
	(3) The lessor must offer the tenant another residential tenancy agreement for the premises after the renovations or repairs are completed.	5 6 7
	292A Lessor must not give notice to leave premises without reasonable grounds	8 9
	The lessor must not give the tenant a notice to leave the premises under this subdivision unless the lessor believes on reasonable grounds the lessor may give the notice.	10 11 12 13
	Maximum penalty—50 penalty units.	14
Clause 28	Amendment of s 326 (Notice to leave)	15
	Section 326(1)(e) and (f)—	16
	<i>omit, insert—</i>	17
	(e) state the ground on which the notice is given; and	18 19
	(f) give particulars of the ground on which the notice is given.	20 21
Clause 29	Amendment of s 329 (Handover day for notice to leave for premises that are not moveable dwelling premises)	22 23
	(1) Section 329(2)(f)—	24
	<i>omit.</i>	25
	(2) Section 329(2)(g) and (h), '4 weeks'—	26
	<i>omit, insert—</i>	27
	2 months	28
	(3) Section 329(2)(i), '1 month'—	29

omit, insert— 1

2 months 2

(4) Section 329(2)(j) and (k)— 3

omit, insert— 4

(j) if the notice is given because of occupation 5
by lessor—6 months after the notice is 6
given; or 7

(k) if the notice is given because of major 8
renovation—6 months after the notice is 9
given. 10

(5) Section 329(3)— 11

omit. 12

**Clause 30 Amendment of s 330 (Handover day for notice to leave for 13
moveable dwelling premises) 14**

(1) Section 330(2)(f)— 15

omit. 16

(2) Section 330(2)(i) and (j), '4 weeks'— 17

omit, insert— 18

2 months 19

(3) Section 330(2)(l) and (m)— 20

omit, insert— 21

(l) if the notice is given because of occupation 22
by lessor—6 months after the notice is 23
given; or 24

(m) if the notice is given because of major 25
renovation—6 months after the notice is 26
given. 27

(4) Section 330(3)— 28

omit. 29

- (5) Section 330(4)— 1
renumber as section 330(3). 2

- Clause 31 Amendment of s 340 (Failure to leave for other grounds)** 3
- (1) Section 340(1)(b)(iii)— 4
omit. 5
- (2) Section 340(1)(b)— 6
insert— 7
- (x) occupation by lessor; 8
(xi) major renovation. 9
- (3) Section 340(1)(b)(iv) to (xi)— 10
renumber as section 340(1)(b)(iii) to (x). 11

- Clause 32 Omission of s 341 (Failure to leave without ground)** 12
- Section 341— 13
omit. 14

- Clause 33 Amendment of s 354 (Obstruction of person executing warrant of possession)** 15
16
- Section 354, penalty— 17
omit, insert— 18
- Maximum penalty—10 penalty units. 19

- Clause 34 Amendment of s 366 (Ending of rooming accommodation agreements)** 20
21
- Section 366(4), from 'party' to 'terminating the agreement'— 22
omit, insert— 23
- resident gives a notice under this part terminating
the rooming accommodation agreement 24
25

Clause 35	Replacement of ss 372 and 373	1
	Sections 372 and 373—	2
	<i>omit, insert—</i>	3
	372 Notice to leave if resident's room to be occupied by provider or close relative	4
		5
	(1) The provider may give a resident a notice to leave the rental premises if the provider requires the resident's room for the purpose of the provider, or a close relative of the provider, occupying the resident's room for a period of not less than 1 year.	6 7 8 9 10 11
	(2) The notice must—	12
	(a) be in the approved form; and	13
	(b) state why the resident is being required to leave the rental premises; and	14 15
	(c) state the day by which the resident must leave the premises; and	16 17
	(d) be signed by the provider.	18
	(3) The day by which the resident must leave the rental premises must not be less than 6 months after the notice is given.	19 20 21
	373 Notice to leave if premises to be renovated or repaired	22
		23
	(1) The provider may give a resident a notice to leave the rental premises if the provider requires the premises for the purpose of carrying out renovations or repairs that will make the premises completely or partly unfit to live in for a period of not less than 6 weeks.	24 25 26 27 28 29
	(2) The notice must—	30
	(a) be in the approved form; and	31

	(b) state why the resident is being required to leave the rental premises; and	1 2
	(c) state the day by which the resident must leave the premises; and	3 4
	(d) be signed by the provider.	5
	(3) The day by which the resident must leave the rental premises must not be less than 6 months after the notice is given.	6 7 8
	(4) The provider must offer the resident another rooming accommodation agreement for the rental premises after the renovations or repairs are completed.	9 10 11 12
Clause 36	Replacement of s 375 (Power to remove resident)	13
	Section 375—	14
	<i>omit, insert—</i>	15
	375 Provider must not give notice to leave premises without reasonable grounds	16 17
	The provider must not give a resident a notice to leave the rental premises under this subdivision unless the provider believes on reasonable grounds the provider may give the notice.	18 19 20 21
	Maximum penalty—50 penalty units.	22
Clause 37	Insertion of new s 377A	23
	After section 377—	24
	<i>insert—</i>	25
	377A Application by provider for termination for failure to leave	26 27
	(1) This section applies if—	28
	(a) a provider has given a resident a notice under this part requiring the resident to leave	29 30

	the rental premises and the due day for leaving has passed; or	1 2
	(b) a provider has given a resident a notice under this part terminating the rooming accommodation agreement and the agreement has ended.	3 4 5 6
(2)	The provider may apply to a tribunal for a termination order.	7 8
(3)	An application under this section must be made within 2 weeks after the due day.	9 10
(4)	The tribunal may make the order if it is satisfied the provider has established the ground of the application and notice to leave.	11 12 13
(5)	An application made under this section is called an application made because of a <i>failure to leave</i> .	14 15
(6)	In this section—	16
	<i>due day</i> , for leaving rental premises, means—	17
	(a) for a notice requiring a resident to leave by a stated day—the stated day; or	18 19
	(b) for a notice requiring a resident to leave immediately—the day on which the notice is given.	20 21 22
Clause 38	Insertion of new ch 5, pt 2, divs 5A and 5B	23
	Chapter 5, part 2—	24
	<i>insert</i> —	25
	Division 5A Recovery of possession of premises	26 27
	389A Issue of warrant of possession	28
	(1) If a tribunal makes a termination order on an application made other than by a resident, it also	29 30

must issue a warrant of possession. 1

- (2) If the termination order is made on an application 2
made because of excessive hardship, as well as 3
issuing the warrant of possession, the tribunal 4
may make any other order it considers 5
appropriate, including, for example, an order that 6
the applicant pay compensation to the other party 7
to the rooming accommodation agreement for the 8
other party's loss of the agreement. 9

389B Warrant of possession 10

- (1) A warrant of possession must— 11
- (a) authorise a police officer, or a stated 12
authorised person, to enter the rental 13
premises and give possession of the 14
premises to the person in whose favour the 15
termination order was made; and 16
- (b) authorise the person to whom the warrant is 17
directed to exercise the powers under the 18
warrant with necessary and reasonable help 19
and force; and 20
- (c) state the hours of the day when entry may be 21
made; and 22
- (d) state the day the warrant ends. 23
- (2) The registrar must give written notice of the issue 24
of a warrant of possession to the former resident 25
as soon as practicable after the warrant is issued. 26
- (3) If the registrar can not comply with subsection (2) 27
after reasonable efforts (whether before or after 28
the warrant is executed), the validity of the 29
warrant is not affected merely because of the 30
noncompliance. 31
- (4) A warrant of possession takes effect on the day 32
stated in the warrant for it to take effect and 33
ends— 34

-
- (a) if paragraph (b) does not apply—14 days after it takes effect; or 1
2
- (b) if the tribunal is satisfied that, because of special circumstances, the warrant should continue until a later day stated in the warrant—on the later day. 3
4
5
6
- Examples of special circumstances under subsection (4)(b)—* 7
8
- natural disasters, including floods, affecting the area in which the rental premises are located 9
10
 - the remoteness of the rental premises 11
- (5) However, the day on which the warrant takes effect must not be later than 3 business days after it is issued. 12
13
14
- (6) If a warrant of possession (the *original warrant*) is lost or destroyed before it ends, the registrar may issue a copy of the warrant. 15
16
17
- (7) A copy of a warrant issued under subsection (6)— 18
- (a) has effect as if it were the original warrant; and 19
20
 - (b) is taken to have been issued when the original warrant was issued; and 21
22
 - (c) ends when the original warrant ends. 23

389C Execution of warrant of possession 24

The person to whom a warrant of possession is directed may exercise the powers under the warrant in the way stated in the warrant. 25
26
27

389D Way of recovering possession of premises 28

- (1) This section applies to rental premises in the possession of a person— 29
30
- (a) as the resident under an agreement; or 31

(b)	as the former resident under an agreement holding over after termination of the agreement.	1 2 3
(2)	A person must not recover possession of the rental premises other than in a way authorised under this Act.	4 5 6
	Maximum penalty for subsection (2)—50 penalty units.	7 8
389E	Obstruction of person executing warrant of possession	9 10
	A person must not obstruct a person in the exercise of a power under a warrant of possession, unless the person has a reasonable excuse.	11 12 13
	Maximum penalty—10 penalty units.	14
Division 5B	Compensation	15
389F	Resident remaining in possession	16
(1)	If a resident fails to hand over vacant possession of rental premises after a termination order is made by a tribunal, the provider is entitled to receive from the resident—	17 18 19 20
(a)	compensation for any loss or expense incurred by the provider by the failure; and	21 22
(b)	an occupation fee equal to the amount of rent that would have been payable by the resident for the premises for the period the resident remains in possession after termination of the agreement.	23 24 25 26 27
(2)	If an application is made to a tribunal under this section by the provider, the tribunal may make an order requiring the resident to pay to the provider the following amounts—	28 29 30 31

	(a) the amount it considers the provider is entitled to receive for compensation;	1 2
	(b) the amount it considers the provider is entitled to receive for the occupation fee.	3 4
	389G Duty to mitigate loss or expense	5
	(1) This section applies to the provider if the provider incurs loss or expense because of—	6 7
	(a) the resident's failure to hand over vacant possession of rental premises after a termination order is made by a tribunal; or	8 9 10
	(b) another act or omission of the resident.	11
	(2) The provider—	12
	(a) must take all reasonable steps to mitigate the loss or expense; and	13 14
	(b) is not entitled to receive compensation for any loss or expense that could have been avoided by taking the steps.	15 16 17
Clause 39	Amendment of s 415 (Meaning of <i>urgent application</i>)	18
	(1) Section 415(5)(l)— <i>omit.</i>	19 20
	(2) Section 415(5)(v)— <i>omit, insert—</i>	21 22
	(v) section 389F (Resident remaining in possession);	23 24
Clause 40	Amendment of s 421 (Matters to which tribunal must have regard for orders for compensation)	25 26
	Section 421(2)(d), from 'taken' to 'the'— <i>omit, insert—</i>	27 28

	met the provider's duty under section 389G to mitigate	1 2
Clause 41	Amendment of s 426 (Disputes about lessors' notices) Section 426(5)— <i>omit.</i>	3 4 5
Clause 42	Amendment of s 427 (Dispute about providers' notices) Section 427(1)(b), ' , other than a notice under section 372'— <i>omit.</i>	6 7 8
Clause 43	Insertion of new ch 14, pt 5 Chapter 14— <i>insert—</i>	9 10 11
	Part 5	
	Transitional provision for Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Act 2021	12 13 14 15 16 17 18 19
	569 Application of amendments	20
	<i>The Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Act 2021</i> , other than the following provisions of that Act, applies only in relation to a residential tenancy agreement or rooming accommodation agreement entered into on or after the commencement—	21 22 23 24 25 26 27

	(a) sections 6 and 10 to 15;	1
	(b) section 44(2) to the extent it inserts the definition <i>indexed rent amount</i> .	2 3
Clause 44	Amendment of sch 2 (Dictionary)	4
(1)	Schedule 2, definitions <i>sale contract</i> , <i>structural change</i> and <i>without ground</i> —	5 6
	<i>omit</i> .	7
(2)	Schedule 2—	8
	<i>insert</i> —	9
	<i>close relative</i> , of a person—	10
	(a) means the person's spouse, child, grandchild, parent, grandparent, sister or brother; and	11 12 13
	(b) for an Aboriginal person—includes a person who, under Aboriginal tradition, is regarded as a relative of the Aboriginal person; and	14 15 16
	(c) for a Torres Strait Islander person—includes a person who, under Island custom, is regarded as a relative of the Torres Strait Islander person.	17 18 19 20
	<i>fixture</i> does not include a minor modification to premises or to a resident's room.	21 22
	<i>indexed rent amount</i> —	23
	(a) for a residential tenancy agreement, see section 91A; or	24 25
	(b) for a rooming accommodation agreement, see section 105A.	26 27
	<i>major renovation</i> , for a notice to leave, see section 292(2).	28 29
	<i>minor modification</i> , to premises or a resident's room, means any of the following—	30 31

(a) painting walls of the premises;	1
(b) installing picture hooks or nails in the premises or resident's room;	2 3
(c) installing furniture anchors in the premises or resident's room;	4 5
(d) installing shelving in the premises or resident's room;	6 7
(e) making any other modification to the premises or resident's room prescribed by regulation.	8 9 10
occupation by lessor , for a notice to leave, see section 291(2).	11 12
structural change —	13
(a) to premises—means any renovation, alteration or addition to the premises other than a minor modification to the premises; or	14 15 16 17
(b) to rental premises—means any renovation, alteration or addition to the premises other than a minor modification to a resident's room in the premises.	18 19 20 21
without ground , for a notice of intention to leave, see section 308(2).	22 23
(3) Schedule 2, definition <i>failure to leave</i> , 'section 293(3)'—	24
<i>omit, insert</i> —	25
sections 293(3) and 377A(5)	26