



Queensland

Residential Tenancies and Rooming Accommodation Amendment Regulation 2022

Subordinate Legislation 2022 No. 95

made under the

Residential Tenancies and Rooming Accommodation Act 2008

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1 Short title

This regulation may be cited as the *Residential Tenancies and Rooming Accommodation Amendment Regulation 2022*.

2 Commencement

- (1) This regulation, other than sections 11, 14, 30, 33, 47, 50, 63, 66 and 79, commences on 1 October 2022.
- (2) Sections 11, 14, 30, 33, 47, 50, 63, 66 and 79 commence on 1 September 2023.

3 Regulation amended

This regulation amends the *Residential Tenancies and Rooming Accommodation Regulation 2009*.

4 Amendment of sch 1, pt 1 (Tenancy details)

- (1) Schedule 1, part 1, item 5—

insert—

5.3 Details of any repair orders applying to the premises or inclusions for the premises.

- (2) Schedule 1, part 1, item 17—

omit, insert—

17 Pets

The type and number of pets approved by the lessor to be kept at the premises.

Note—

See clauses 33A to 33D.

- (3) Schedule 1, part 1, item 18—

omit, insert—

18 Nominated repairers

18.1 The name and telephone number of the lessor's nominated repairer for each of the following

[s 5]

repairs—

- (a) electrical repairs;
- (b) plumbing repairs;
- (c) other repairs.

18.2 Whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.

Note—

This item does not apply if clause 31 does not apply (see clause 31(4)).

5 Amendment of sch 1, pt 2, cl 5 (Entry condition report—s 65)

(1) Schedule 1, part 2, clause 5(3), '3 days'—

omit, insert—

7 days

(2) Schedule 1, part 2, clause 5(3)(a), 'is entitled to occupy'—

omit, insert—

occupies

(3) Schedule 1, part 2, clause 5—

insert—

(5) However, the lessor does not have to prepare a condition report for the premises if—

(a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and

(b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.

(6) If a condition report is not prepared for this agreement because subclause (5) applies, the

condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Amendment of sch 1, pt 2, cl 7 (Costs apply to early ending of fixed term agreement)

(1) Schedule 1, part 2, clause 7, heading, after ‘agreement’—

insert—

—s 357A

(2) Schedule 1, part 2, clause 7(1)(b), ‘terminates it’—

omit, insert—

ends this agreement

(3) Schedule 1, part 2, clause 7(2), note, ‘terminate’—

omit, insert—

end this agreement

(4) Schedule 1, part 2, clause 7—

insert—

(3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant’s interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

7 Amendment of sch 1, pt 2, cl 10 (Rent increases—ss 91 and 93)

Schedule 1, part 2, clause 10(5) and (6)—

omit, insert—

(5) However, the increased rent is payable by the tenant only if—

(a) the rent is increased in compliance with this clause; and

[s 8]

- (b) the increase in rent does not relate to—
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless—
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out: and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

8 Amendment of sch 1, pt 2, cl 11 (Application to tribunal about excessive increase—s 92)

Schedule 1, part 2, clause 11(1)—

omit, insert—

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase—
 - (a) is excessive; or
 - (b) is not payable under clause 10.

9 Amendment of sch 1, pt 2, cl 22 (Units and townhouses—s 69)

- (1) Schedule 1, part 2, clause 22(1), from ‘under’ to ‘1980’—

omit.

- (2) Schedule 1, part 2, clause 22(2), ‘by-laws’—

omit, insert—

body corporate by-laws

(3) Schedule 1, part 2, clause 22—

insert—

(3) Subclause (1) does not apply if—

- (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
- (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

10 Omission of sch 1, pt 2, cl 24 (Pets)

Schedule 1, part 2, clause 24—

omit.

11 Amendment of sch 1, pt 2, cl 25 (Lessor's obligations—s 185)

(1) Schedule 1, part 2, clause 25(1)—

insert—

- (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.

(2) Schedule 1, part 2, clause 25(2)—

insert—

- (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.

[s 12]

12 Amendment of sch 1, pt 2, cl 26 (Tenant’s obligations—s 188(2) and (3))

(1) Schedule 1, part 2, clause 26, heading, after ‘obligations’—
insert—

generally

(2) Schedule 1, part 2, clause 26, heading, ‘188(2) and (3)’—
omit, insert—

188(2), (3) and (5)

(3) Schedule 1, part 2, clause 26—
insert—

(3) The tenant’s obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

13 Replacement of sch 1, pt 2, cl 29 (Changing locks—ss 211 and 212)

Schedule 1, part 2, clause 29—
omit, insert—

29 Changing locks—ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if—
- (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.

-
- (2) However, the tenant may also change a lock at the premises if the tenant—
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
 - (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
 - (4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless—
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
 - (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
 - (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises—
 - (a) the *Body Corporate and Community Management Act 1997*;
 - (b) the *Building Units and Group Titles Act 1980*;
 - (c) a body corporate by-law.

14 Amendment of sch 1, pt 2, cl 30 (Meaning of emergency and routine repairs—ss 214 and 215)

Schedule 1, part 2, clause 30(2)—

omit, insert—

[s 15]

- (2) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

15 Amendment of sch 1, pt 2, cl 31 (Nominated repairer for emergency repairs—s 216)

- (1) Schedule 1, part 2, clause 31(1), ‘may’—
omit, insert—
must
- (2) Schedule 1, part 2, clause 31(1)(b), before ‘notice’—
insert—
written
- (3) Schedule 1, part 2, clause 31(2)—
omit, insert—
 - (2) Item 18 or the written notice must state—
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant’s first point of contact for notifying of the need for emergency repairs.
 - (3) The lessor must give written notice to the tenant of any change of the lessor’s nominated repairer or the telephone number of the nominated repairer.
 - (4) This clause does not apply if—
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

16 Amendment of sch 1, pt 2, cl 32 (Notice of damage—s 217)

Schedule 1, part 2, clause 32—

insert—

- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

17 Amendment of sch 1, pt 2, cl 33 (Emergency repairs arranged by tenant—ss 218 and 219)

Schedule 1, part 2, clause 33(2), ‘2 weeks’—

omit, insert—

4 weeks

18 Insertion of new sch 1, pt 2, div 6, sdiv 5

Schedule 1, part 2, division 6—

insert—

Subdivision 5 Pets

33A Keeping pets and other animals at premises—ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor’s approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.

Notes—

- 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
- 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.

[s 18]

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters—
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor’s agent;
 - (c) for a working dog—the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples—

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

33B Tenant responsible for pets and other animals—s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

33C Request for approval to keep pet—ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state—
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions—the conditions of the approval; and

Note—

See clause 33D for limitations on conditions of approval to keep a pet at the premises.

- (c) if the lessor refuses the tenant's request—
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds—
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less

- than the amount of the rental bond for the premises;
- (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D—the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if—
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor’s response does not comply with subclause (3).

33D Conditions for approval to keep pet at premises—s 184F

- (1) The lessor’s approval to keep a pet at the premises may be subject to conditions if the conditions—
- (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and

- (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable—
 - (a) if the pet is not a type of pet ordinarily kept inside—a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises—a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises—a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition—
 - (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

[s 19]

19 Replacement of sch 1, pt 2, cl 36 (Ending of agreement—s 277)

Schedule 1, part 2, clause 36—

omit, insert—

36 Ending of agreement—s 277

- (1) This agreement ends only if—
 - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or before the handover day; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or before the handover day; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if—
 - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note—

See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

- (b) the tenant dies.

Note—

See section 324A for when this agreement ends if a sole tenant dies.

20 Amendment of sch 1, pt 2, cl 37 (Condition premises must be left in—s 188(4))

- (1) Schedule 1, part 2, clause 37, heading, ‘188(4)’—

omit, insert—

188(4) and (5)

- (2) Schedule 1, part 2, clause 37—

insert—

- (2) The tenant’s obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

21 Amendment of sch 1, pt 2, cl 39 (Tenant’s forwarding address—s 205(2))

- (1) Schedule 1, part 2, clause 39, heading, ‘205(2)’—

omit, insert—

205(2) and (3)

- (2) Schedule 1, part 2, clause 39(2)—

omit, insert—

- (2) However, subclause (1) does not apply if—
- (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
- (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant’s

[s 22]

interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

22 Amendment of sch 1, pt 2, cl 42 (Supply of goods and services—s 171)

Schedule 1, part 2, clause 42(2) and note—

omit, insert—

(2) Subclause (1) does not apply to—

(a) a requirement about a service charge; or

Note—

See section 164 for what is a service charge.

(b) a condition of an approval to keep a pet if the condition—

(i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and

(ii) complies with clause 33D; and

(iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

23 Amendment of sch 2, pt 1 (Tenancy details)

(1) Schedule 2, part 1, item 6—

insert—

6.4 Details of any repair orders applying to the premises or inclusions for the premises.

(2) Schedule 2, part 1, item 16—

omit, insert—

16 Pets

The type and number of pets approved by the lessor to be kept at the premises.

Note—

See clauses 34A to 34D.

- (3) Schedule 2, part 1, item 17—

omit, insert—

17 Nominated repairers

17.1 The name and telephone number of the lessor's nominated repairer for each of the following repairs—

- (a) electrical repairs;
- (b) plumbing repairs;
- (c) other repairs.

17.2 Whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.

Note—

This item does not apply if clause 32 does not apply (see clause 32(4)).

24 Amendment of sch 2, pt 2, cl 5 (Entry condition report—s 65)

- (1) Schedule 2, part 2, clause 5(3), '3 days'—

omit, insert—

7 days

- (2) Schedule 2, part 2, clause 5(3)(a), 'is entitled to occupy'—

omit, insert—

occupies

- (3) Schedule 2, part 2, clause 5—

insert—

- (5) However, the lessor does not have to prepare a condition report for the premises if—

[s 25]

- (a) this agreement has the effect of continuing the tenant’s right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

25 Amendment of sch 2, pt 2, cl 7 (Costs apply to early ending of fixed term agreement)

- (1) Schedule 2, part 2, clause 7, heading, after ‘agreement’—

insert—

—s 357A

- (2) Schedule 2, part 2, clause 7(1)(b), ‘terminates it’—

omit, insert—

ends this agreement

- (3) Schedule 2, part 2, clause 7(2), note, ‘terminate’—

omit, insert—

end this agreement

- (4) Schedule 2, part 2, clause 7—

insert—

- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant’s interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

26 Amendment of sch 2, pt 2, cl 10 (Rent increases—ss 91 and 93)

Schedule 2, part 2, clause 10(5) and (6)—

omit, insert—

- (5) However, the increased rent is payable by the tenant only if—
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increase in rent does not relate to—
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless—
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out: and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

27 Amendment of sch 2, pt 2, cl 11 (Application to tribunal about excessive increase—s 92)

Schedule 2, part 2, clause 11(1)—

omit, insert—

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase—

[s 28]

- (a) is excessive; or
- (b) is not payable under clause 10.

28 Amendment of sch 2, pt 2, cl 22 (Park rules—ss 52(3), 68 and 228–236)

Schedule 2, part 2, clause 22—

insert—

- (6) Subclause (2) does not apply if—
 - (a) this agreement has the effect of continuing the tenant’s right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the park rules in relation to the earlier agreement.

29 Omission of sch 2, pt 2, cl 24 (Pets)

Schedule 2, part 2, clause 24—

omit.

30 Amendment of sch 2, pt 2, cl 25 (Lessor’s obligations—ss 185–187)

(1) Schedule 2, part 2, clause 25(1)—

insert—

- (d) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.

(2) Schedule 2, part 2, clause 25(2)—

insert—

- (d) ensure the premises and inclusions otherwise comply with any prescribed

minimum housing standards applying to the premises or inclusions.

31 Amendment of sch 2, pt 2, cl 26 (Tenant’s obligations—ss 188(2) and (3) and 190)

- (1) Schedule 2, part 2, clause 26, heading, after ‘obligations’—
insert—

generally

- (2) Schedule 2, part 2, clause 26, heading, ‘188(2) and (3)’—
omit, insert—

188(2), (3) and (5)

- (3) Schedule 2, part 2, clause 26—
insert—

- (4) The tenant’s obligations under subclause (1) do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

32 Replacement of sch 2, pt 2, cl 30 (Changing locks—ss 211 and 212)

Schedule 2, part 2, clause 30—

omit, insert—

30 Changing locks—ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if—
- (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or

[s 32]

- (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant—
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless—
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises—
 - (a) the *Body Corporate and Community Management Act 1997*;
 - (b) the *Building Units and Group Titles Act 1980*;
 - (c) a body corporate by-law.

33 Amendment of sch 2, pt 2, cl 31 (Meaning of emergency and routine repairs—ss 214 and 215)

Schedule 2, part 2, clause 31(2)—

omit, insert—

- (2) Also, ***emergency repairs*** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) ***Routine repairs*** are repairs other than emergency repairs.

34 Amendment of sch 2, pt 2, cl 32 (Nominated repairer for emergency repairs—s 216)

(1) Schedule 2, part 2, clause 32(1), ‘may’—

omit, insert—

must

(2) Schedule 2, part 2, clause 32(1)(b), before ‘notice’—

insert—

written

(3) Schedule 2, part 2, clause 32(2)—

omit, insert—

- (2) Item 17 or the written notice must state—
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant’s first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor’s nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if—

[s 35]

- (a) the lessor has given the tenant a telephone number of the lessor; and
- (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

35 Amendment of sch 2, pt 2, cl 33 (Notice of damage—s 217)

Schedule 2, part 2, clause 33—

insert—

- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

36 Amendment of sch 2, pt 2, cl 34 (Emergency repairs arranged by tenant—ss 218 and 219)

Schedule 2, part 2, clause 34(2), ‘2 weeks’—

omit, insert—

4 weeks

37 Insertion of new sch 2, pt 2, div 6, sdiv 5

Schedule 2, part 2, division 6—

insert—

Subdivision 5 Pets

34A Keeping pets and other animals at premises—ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor’s approval.
- (3) The tenant has the approval of the lessor to keep a

pet at the premises if keeping the pet at the premises is consistent with item 16.

Notes—

- 1 If item 16 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - 2 For additional approvals to keep a pet or other animal at the premises see clause 34C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters—
- (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor’s agent;
 - (c) for a working dog—the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law, park rule or other law about keeping animals at the premises.

Examples—

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

34B Tenant responsible for pets and other animals—s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.

[s 37]

- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

34C Request for approval to keep pet—ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state—
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions—the conditions of the approval; and

Note—

See clause 34D for limitations on conditions of approval to keep a pet at the premises.

- (c) if the lessor refuses the tenant's request—
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds—
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;

- (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law or park rule applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 34D—the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) keeping the pet would contravene a condition of a licence applying to the moveable dwelling premises;
 - (j) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if—
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor's response does not comply with subclause (3).

34D Conditions for approval to keep pet at premises—s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions—
 - (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 34C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable—
 - (a) if the pet is not a type of pet ordinarily kept inside—a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises—a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises—a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition—
 - (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.

- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

38 Replacement of sch 2, pt 2, cl 42 (Ending of agreement—s 277)

Schedule 2, part 2, clause 42—

omit, insert—

42 Ending of agreement—s 277

- (1) This agreement ends only if—
 - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or before the handover day; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or before the handover day; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if—

[s 39]

- (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note—

See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

- (b) the tenant dies.

Note—

See section 324A for when this agreement ends if a sole tenant dies.

39 Amendment of sch 2, pt 2, cl 43 (Condition premises must be left in—s 188(4))

- (1) Schedule 2, part 2, clause 43, heading, ‘188(4)’—

omit, insert—

188(4) and (5)

- (2) Schedule 2, part 2, clause 43—

insert—

- (2) The tenant’s obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

40 Amendment of sch 2, pt 2, cl 45 (Tenant’s forwarding address—s 205(2))

- (1) Schedule 2, part 2, clause 45, heading, ‘205(2)’—

omit, insert—

205(2) and (3)

- (2) Schedule 2, part 2, clause 45(2)—

omit, insert—

-
- (2) However, subclause (1) does not apply if—
- (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

41 Amendment of sch 2, pt 2, cl 48 (Supply of goods and services—s 171)

Schedule 2, part 2, clause 48(2) and note—

omit, insert—

- (2) Subclause (1) does not apply to—
- (a) a requirement about a service charge; or
- Note—*
- See section 164 for what is a service charge.
- (b) a condition of an approval to keep a pet if the condition—
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

42 Amendment of sch 3, pt 1 (Tenancy details)

(1) Schedule 3, part 1, item 5—

insert—

- 5.3 Details of any repair orders applying to the premises or inclusions for the premises.

[s 43]

- (2) Schedule 3, part 1, item 17—

omit, insert—

17 Pets

The type and number of pets approved by the lessor to be kept at the premises.

Note—

See clauses 31A to 31D.

- (3) Schedule 3, part 1, item 18—

omit, insert—

18 Nominated repairers

18.1 The name and telephone number of the lessor's nominated repairer for each of the following repairs—

- (a) electrical repairs;
- (b) plumbing repairs;
- (c) other repairs.

18.2 Whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.

Note—

This item does not apply if clause 29 does not apply (see clause 29(4)).

43 Amendment of sch 3, pt 2, cl 5 (Entry condition report—s 65)

- (1) Schedule 3, part 2, clause 5(3), '3 days'—

omit, insert—

7 days

- (2) Schedule 3, part 2, clause 5(3)(a), 'is entitled to occupy'—

omit, insert—

occupies

(3) Schedule 3, part 2, clause 5—

insert—

- (5) However, the lessor does not have to prepare a condition report for the premises if—
- (a) this agreement has the effect of continuing the tenant’s right to occupy the premises under an earlier residential tenancy agreement; and
- (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

44 Amendment of sch 3, pt 2, cl 7 (Costs apply to early ending of fixed term agreement)

(1) Schedule 3, part 2, clause 7, heading, after ‘agreement’—

insert—

—s 357A

(2) Schedule 3, part 2, clause 7(1)(b), ‘terminates it’—

omit, insert—

ends this agreement

(3) Schedule 3, part 2, clause 7(2), note, ‘terminate’—

omit, insert—

end this agreement

(4) Schedule 3, part 2, clause 7—

insert—

- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement

[s 45]

or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

45 Amendment of sch 3, pt 2, cl 20 (Units and townhouses—s 69)

(1) Schedule 3, part 2, clause 20(1), from 'under' to '1980'—
omit.

(2) Schedule 3, part 2, clause 20(2), 'by-laws'—
omit, insert—

body corporate by-laws

(3) Schedule 3, part 2, clause 20—
insert—

(3) Subclause (1) does not apply if—

(a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and

(b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

46 Omission of sch 3, pt 2, cl 22 (Pets)

Schedule 3, part 2, clause 22—
omit.

47 Amendment of sch 3, pt 2, cl 23 (Lessor's obligations—s 185)

(1) Schedule 3, part 2, clause 23(1)—
insert—

(e) the premises and inclusions otherwise comply with any prescribed minimum

housing standards applying to the premises or inclusions.

- (2) Schedule 3, part 2, clause 23(2)—

insert—

- (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.

48 Amendment of sch 3, pt 2, cl 24 (Tenant’s obligations—s 188(2) and (3))

- (1) Schedule 3, part 2, clause 24, heading, after ‘obligations’—

insert—

generally

- (2) Schedule 3, part 2, clause 24, heading, ‘188(2) and (3)’—

omit, insert—

188(2), (3) and (5)

- (3) Schedule 3, part 2, clause 24—

insert—

- (3) The tenant’s obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

49 Replacement of sch 3, pt 2, cl 27 (Changing locks—ss 211 and 212)

Schedule 3, part 2, clause 27—

omit, insert—

27 Changing locks—ss 211 and 212

- (1) The lessor or tenant may change a lock at the

- premises only if—
- (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant—
- (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless—
- (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises—

- (a) the *Body Corporate and Community Management Act 1997*;
- (b) the *Building Units and Group Titles Act 1980*;
- (c) a body corporate by-law.

50 Amendment of sch 3, pt 2, cl 28 (Meaning of emergency and routine repairs—ss 214 and 215)

Schedule 3, part 2, clause 28(2)—

omit, insert—

- (2) Also, ***emergency repairs*** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) ***Routine repairs*** are repairs other than emergency repairs.

51 Amendment of sch 3, pt 2, cl 29 (Nominated repairer for emergency repairs—s 216)

- (1) Schedule 3, part 2, clause 29(1), ‘may’—

omit, insert—

must

- (2) Schedule 3, part 2, clause 29(1)(b), before ‘notice’—

insert—

written

- (3) Schedule 3, part 2, clause 29(2)—

omit, insert—

- (2) Item 18 or the written notice must state—
 - (a) the name and telephone number of the nominated repairer; and

[s 52]

- (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if—
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

52 Amendment of sch 3, pt 2, cl 30 (Notice of damage—s 217)

Schedule 3, part 2, clause 30—

insert—

- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

53 Amendment of sch 3, pt 2, cl 31 (Emergency repairs arranged by tenant—ss 218 and 219)

Schedule 3, part 2, clause 31(2), '2 weeks'—

omit, insert—

4 weeks

54 Insertion of new sch 3, pt 2, div 6, sdiv 5

Schedule 3, part 2, division 6—

insert—

Subdivision 5 Pets

31A Keeping pets and other animals at premises—ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.

Notes—

- 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - 2 For additional approvals to keep a pet or other animal at the premises see clause 31C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters—
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog—the retirement of the dog from the service the dog provided as a working dog.
 - (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples—

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

31B Tenant responsible for pets and other animals—s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

31C Request for approval to keep pet—ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state—
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions—the conditions of the approval; and

Note—

See clause 31D for limitations on conditions of approval to keep a pet at the premises.

- (c) if the lessor refuses the tenant's request—
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.

- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds—
- (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 31D—the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if—
- (a) the lessor does not comply with subclause (2); or

- (b) the lessor's response does not comply with subclause (3).

31D Conditions for approval to keep pet at premises—s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions—
 - (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 31C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable—
 - (a) if the pet is not a type of pet ordinarily kept inside—a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises—a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises—a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition—
 - (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or

- (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

55 Replacement of sch 3, pt 2, cl 34 (Ending of agreement—s 277)

Schedule 3, part 2, clause 34—

omit, insert—

34 Ending of agreement—s 277

- (1) This agreement ends only if—
- (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or before the handover day; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or before the handover day; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or

[s 56]

(f) the tribunal makes an order terminating this agreement.

(2) Also, this agreement ends for a sole tenant if—

(a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note—

See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

(b) the tenant dies.

Note—

See section 324A for when this agreement ends if a sole tenant dies.

56 Amendment of sch 3, pt 2, cl 35 (Condition premises must be left in—s 188(4))

(1) Schedule 3, part 2, clause 35, heading, ‘188(4)’—

omit, insert—

188(4) and (5)

(2) Schedule 3, part 2, clause 35—

insert—

(2) The tenant’s obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

57 Amendment of sch 3, pt 2, cl 37 (Tenant’s forwarding address—s 205(2))

(1) Schedule 3, part 2, clause 37, heading, ‘205(2)’—

omit, insert—

205(2) and (3)

(2) Schedule 3, part 2, clause 37(2)—

omit, insert—

(2) However, subclause (1) does not apply if—

- (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
- (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

58 Amendment of sch 3, pt 2, cl 40 (Supply of goods and services—s 171)

Schedule 3, part 2, clause 40(2) and note—

omit, insert—

(2) Subclause (1) does not apply to—

- (a) a requirement about a service charge; or

Note—

See section 164 for what is a service charge.

- (b) a condition of an approval to keep a pet if the condition—
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

59 Amendment of sch 3A, pt 1 (Tenancy details)

(1) Schedule 3A, part 1, item 5—

[s 60]

insert—

5.3 Details of any repair orders applying to the premises or inclusions for the premises.

(2) Schedule 3A, part 1, item 17—

omit, insert—

17 Pets

The type and number of pets approved by the lessor to be kept at the premises.

Note—

See clauses 30A to 30D.

(3) Schedule 3A, part 1, item 18—

omit, insert—

18 Nominated repairers

18.1 The name and telephone number of the lessor's nominated repairer for each of the following repairs—

- (a) electrical repairs;
- (b) plumbing repairs;
- (c) other repairs.

18.2 Whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.

Note—

This item does not apply if clause 28 does not apply (see clause 28(4)).

60 Amendment of sch 3A, pt 2, cl 6 (Costs apply to early ending of fixed term agreement)

(1) Schedule 3A, part 2, clause 6, heading, after 'agreement'—

insert—

—s 357A

-
- (2) Schedule 3A, part 2, clause 6(1)(b), ‘terminates it’—
omit, insert—
ends this agreement
- (3) Schedule 3A, part 2, clause 6(2), note, ‘terminate’—
omit, insert—
end this agreement
- (4) Schedule 3A, part 2, clause 6—
insert—
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant’s interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

61 Amendment of sch 3A, pt 2, cl 19 (Units and townhouses—s 69)

- (1) Schedule 3A, part 2, clause 19(1), from ‘under’ to ‘1980’—
omit.
- (2) Schedule 3A, part 2, clause 19(2), ‘by-laws’—
omit, insert—
body corporate by-laws
- (3) Schedule 3A, part 2, clause 19—
insert—
- (3) Subclause (1) does not apply if—
- (a) this agreement has the effect of continuing the tenant’s right to occupy the premises under an earlier residential tenancy agreement; and
- (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

62 Omission of sch 3A, pt 2, cl 21 (Pets)

Schedule 3A, part 2, clause 21—

omit.

63 Amendment of sch 3A, pt 2, cl 22 (Lessor's obligations—s 185)

Schedule 3A, part 2, clause 22(1)—

insert—

- (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.

64 Amendment of sch 3A, pt 2, cl 23 (Tenant's obligations—s 188(2) and (3))

- (1) Schedule 3A, part 2, clause 23, heading, after 'obligations'—

insert—

generally

- (2) Schedule 3A, part 2, clause 23, heading, '188(2) and (3)'—

omit, insert—

188(2), (3) and (5)

- (3) Schedule 3A, part 2, clause 23—

insert—

- (2A) The tenant's obligations under subclause (1) do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

- (4) Schedule 3A, part 2, clause 23(2A) and (3)—

renumber as clause 23(3) and (4).

65 Replacement of sch 3A, pt 2, cl 26 (Changing locks—ss 211 and 212)

Schedule 3A, part 2, clause 26—

omit, insert—

26 Changing locks—ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if—
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant—
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless—
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other

[s 66]

person without the tenant's agreement or a reasonable excuse.

- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises—
- (a) the *Body Corporate and Community Management Act 1997*;
 - (b) the *Building Units and Group Titles Act 1980*;
 - (c) a body corporate by-law.

66 Amendment of sch 3A, pt 2, cl 27 (Meaning of emergency and routine repairs—ss 214 and 215)

Schedule 3A, part 2, clause 27(2)—

omit, insert—

- (2) Also, ***emergency repairs*** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) ***Routine repairs*** are repairs other than emergency repairs.

67 Amendment of sch 3A, pt 2, cl 28 (Nominated repairer for emergency repairs—s 216)

- (1) Schedule 3A, part 2, clause 28(1), 'may'—

omit, insert—

must

- (2) Schedule 3A, part 2, clause 28(1)(b), before 'notice'—

insert—

written

- (3) Schedule 3A, part 2, clause 28(2)—

omit, insert—

-
- (2) Item 18 or the written notice must state—
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant’s first point of contact for notifying of the need for emergency repairs.
 - (3) The lessor must give written notice to the tenant of any change of the lessor’s nominated repairer or the telephone number of the nominated repairer.
 - (4) This clause does not apply if—
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

68 Amendment of sch 3A, pt 2, cl 29 (Notice of damage—s 217)

Schedule 3A, part 2, clause 29—

insert—

- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

69 Amendment of sch 3A, pt 2, cl 30 (Emergency repairs arranged by tenant—ss 218 and 219)

Schedule 3A, part 2, clause 30(2), ‘2 weeks’—

omit, insert—

4 weeks

70 Insertion of new sch 3A, pt 2, div 6, sdiv 5

Schedule 3A, part 2, division 6—

insert—

Subdivision 5 Pets

30A Keeping pets and other animals at premises—ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.

Notes—

- 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - 2 For additional approvals to keep a pet or other animal at the premises see clause 30C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters—
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog—the retirement of the dog from the service the dog provided as a working dog.
 - (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples—

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

30B Tenant responsible for pets and other animals—s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

30C Request for approval to keep pet—ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state—
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions—the conditions of the approval; and

Note—

See clause 30D for limitations on conditions of approval to keep a pet at the premises.

- (c) if the lessor refuses the tenant's request—
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds—
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 30D—the tenant has not agreed to the conditions;

-
- (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if—
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor’s response does not comply with subclause (3).

30D Conditions for approval to keep pet at premises—s 184F

- (1) The lessor’s approval to keep a pet at the premises may be subject to conditions if the conditions—
 - (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 30C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor’s approval are taken to be reasonable—
 - (a) if the pet is not a type of pet ordinarily kept inside—a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises—a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises—a condition requiring carpets in the premises

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to be professionally cleaned at the end of the tenancy.

- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition—
 - (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

71 Replacement of sch 3A, pt 2, cl 33 (Ending of agreement—s 277)

Schedule 3A, part 2, clause 33—

omit, insert—

33 Ending of agreement—s 277

- (1) This agreement ends only if—
 - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or before the handover day; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the

premises to the lessor on or before the handover day; or

- (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
- (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
- (f) the tribunal makes an order terminating this agreement.

(2) Also, this agreement ends for a sole tenant if—

- (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note—

See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

- (b) the tenant dies.

Note—

See section 324A for when this agreement ends if a sole tenant dies.

72 Amendment of sch 3A, pt 2, cl 34 (Condition premises must be left in—s 188(4))

- (1) Schedule 3A, part 2, clause 34, heading, ‘188(4)’—

omit, insert—

188(4) and (5)

- (2) Schedule 3A, part 2, clause 34—

insert—

- (1A) The tenant’s obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to

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repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

- (3) Schedule 3A, part 2, clause 34(1A) and (2)—
renumber as clause 34(2) and (3).

73 Amendment of sch 3A, pt 2, cl 36 (Tenant’s forwarding address—s 205(2))

- (1) Schedule 3A, part 2, clause 36, heading, ‘205(2)’—
omit, insert—

205(2) and (3)

- (2) Schedule 3A, part 2, clause 36(2)—
omit, insert—

- (2) However, subclause (1) does not apply if—

- (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
(b) after experiencing domestic violence, the tenant ended this agreement, or the tenant’s interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

74 Amendment of sch 3A, pt 2, cl 39 (Supply of goods and services—s 171)

Schedule 3A, part 2, clause 39(2) and note—
omit, insert—

- (2) Subclause (1) does not apply to—

- (a) a requirement about a service charge; or

Note—

See section 164 for what is a service charge.

- (b) a condition of an approval to keep a pet if the condition—

- (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
- (ii) complies with clause 33D; and
- (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

75 Amendment of sch 4, pt 1 (Rooming accommodation agreement details)

Schedule 4, part 1, item 19—

omit, insert—

19 Pets

The type and number of pets approved by the provider to be kept in the resident's room.

Note—

See clauses 22A to 22D.

76 Amendment of sch 4, pt 2, cl 4 (Entry condition report—s 81)

- (1) Schedule 4, part 2, clause 4(4), '3 days'—

omit, insert—

7 days

- (2) Schedule 4, part 2, clause 4(4)(a), 'is entitled to occupy'—

omit, insert—

occupies

- (3) Schedule 4, part 2, clause 4—

insert—

- (6) However, the provider does not have to prepare a condition report for the resident's room if—

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- (a) this agreement has the effect of continuing the resident's right to occupy the room under an earlier rooming accommodation agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the room for the earlier rooming accommodation agreement.
- (7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier rooming accommodation agreement is taken to be the condition report for this agreement.

77 Amendment of sch 4, pt 2, cl 8 (Rent increases—s 105)

- (1) Schedule 4, part 2, clause 8(3)(c), 'this agreement'—
omit, insert—
item 13.2
- (2) Schedule 4, part 2, clause 8(4) and (5)—
omit, insert—
- (4) Subject to an order of the tribunal, the increased rent is payable from—
 - (a) if this agreement is for a fixed term—the day stated in item 13.3; or
 - (b) if this agreement is not for a fixed term—the day stated in the notice.
 - (5) However, increased rent is payable by the resident only if—
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increase in rent does not relate to—
 - (i) compliance of the rental premises or inclusions with the prescribed minimum housing standards; or

-
- (ii) keeping a pet or working dog in the room.
 - (6) Subclauses (1) to (5) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.
 - (7) However, subclause (6) does not apply if the provision of the service—
 - (a) is necessary for the rental premises or inclusions to comply with the prescribed minimum housing standards; or
 - (b) is a condition of the provider’s approval to keep a pet in the room.

78 Insertion of new sch 4, pt 2, cl 8A

Schedule 4, part 2, after clause 8—

insert—

8A Resident’s application to tribunal about rent increase—s 105A

- (1) After the provider gives the resident notice of a proposed rent increase, the resident may apply to the tribunal for an order setting aside or reducing the increase if the resident believes the increase—
 - (a) is excessive; or
 - (b) is not payable under clause 8.
- (2) However, the application must be made—
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement—before the term ends.

79 Amendment of sch 4, pt 2, cl 14 (Provider’s obligations—ss 247 and 249)

Schedule 4, part 2, clause 14(1)—

insert—

- (h) to ensure the rental premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the rental premises or inclusions.

80 Amendment of sch 4, pt 2, cl 15 (Resident’s obligations—s 253)

- (1) Schedule 4, part 2, clause 15, heading, after ‘obligations’—

insert—

generally

- (2) Schedule 4, part 2, clause 15—

insert—

- (2) The resident’s obligations under subclause (1) do not apply to the extent the obligations would have the effect of requiring the resident to repair, or compensate the provider for, damage to the resident’s room or inclusions caused by an act of domestic violence experienced by the resident.

81 Omission of sch 4, pt 2, cl 18 (Pets)

Schedule 4, part 2, clause 18—

omit.

82 Amendment of sch 4, pt 2, cl 20 (Changing locks—s 251)

Schedule 4, part 2, clause 20—

insert—

- (3) Also, the provider must change or repair the lock if the request states it is made for the purpose of

protecting the resident from domestic violence.

- (4) If the provider changes a lock because of a request mentioned in subclause (3), the provider must not give the key for the changed lock to any other person other than the resident without the resident's agreement or a reasonable excuse.

83 Insertion of new sch 4, pt 2, div 6A

Schedule 4, part 2—

insert—

Division 6A Pets

22A Keeping pets and other animals in resident's room—ss 256B and 256G

- (1) The resident may keep a pet or other animal in the resident's room only with the approval of the provider.
- (2) However, the resident may keep a working dog in the resident's room without the provider's approval.
- (3) The resident has the approval of the provider to keep a pet in the resident's room if keeping the pet in the room is consistent with item 19.

Notes—

- 1 If item 19 states 2 cats, the resident is approved by the provider to keep up to 2 cats in the resident's room.
 - 2 For additional approvals to keep a pet or other animal in the resident's room see clause 22C.
- (4) An authorisation to keep the pet or working dog in the resident's room continues for the life of the pet or working dog and is not affected by any of the following matters—

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- (a) the ending of this agreement, if the resident continues occupying the room under a new agreement;
 - (b) a change in the provider or provider's agent;
 - (c) for a working dog—the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal in the resident's room may be restricted by a body corporate by-law, house rules or other law about keeping animals at the rental premises.

Examples—

- 1 The rental premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The rental premises may be subject to a body corporate by-law that requires the resident to obtain approval from the body corporate before keeping a pet at the premises.

22B Resident responsible for pets and other animals—s 256C

- (1) The resident is responsible for all nuisance caused by a pet or other animal kept in the resident's room, including, for example, noise caused by the pet or other animal.
- (2) The resident is responsible for repairing any damage to the resident's room or inclusions caused by the pet or other animal.
- (3) Damage to the resident's room or inclusions caused by the pet or other animal is not fair wear and tear.

22C Request for approval to keep pet—ss 256D and 256E

- (1) The resident may, using the approved form, request the provider's approval to keep a stated pet in the resident's room.
- (2) The provider must respond to the resident's request within 14 days after receiving the request.
- (3) The provider's response to the request must be in writing and state—
 - (a) whether the provider approves or refuses the resident's request; and
 - (b) if the provider approves the resident's request subject to conditions—the conditions of the approval; and

Note—

See clause 22D for limitations on conditions of approval to keep a pet in the resident's room.

- (c) if the provider refuses the resident's request—
 - (i) the grounds for the refusal; and
 - (ii) the reasons the provider believes the grounds for the refusal apply to the request.
- (4) The provider may refuse the request for approval to keep a pet in the resident's room only on 1 or more of the following grounds—
 - (a) keeping the pet would exceed a reasonable number of animals being kept in the room or at the rental premises;
 - (b) the room is unsuitable for keeping the pet because of a lack of appropriate space or another things necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the room or inclusions that could not

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- practicably be repaired for a cost that is less than the amount of the rental bond for the room;
- (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law or house rule applying to the rental premises;
 - (g) if the provider proposed reasonable conditions for approval and the conditions comply with clause 22D—the resident has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 256A;
 - (i) another ground prescribed by a regulation under section 256E(1)(i).
- (5) The provider is taken to approve the keeping of the pet in the resident's room if—
- (a) the provider does not comply with subclause (2); or
 - (b) the provider's response does not comply with subclause (3).

22D Conditions for approval to keep pet in resident's room—s 256F

- (1) The provider's approval to keep a pet in the resident's room may be subject to conditions if the conditions—
- (a) relate only to keeping the pet in the resident's room; and
 - (b) are reasonable having regard to the type of pet, the room and the rental premises; and

- (c) are stated in the written approval given to the resident in a way that is consistent with clause 22C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the provider's approval are taken to be reasonable—
 - (a) a condition requiring the pet generally be kept in the resident's room;
 - (b) if the pet is capable of carrying parasites that could infest the resident's room—a condition requiring the room to be professionally fumigated at the end of the this agreement;
 - (c) if the pet is allowed inside the resident's room—a condition requiring carpets in the room to be professionally cleaned at the end of this agreement.
- (3) A condition of the provider's approval to keep a pet in the resident's room is void if the condition—
 - (a) would have the effect of the provider contravening section 176 or 177; or
 - (b) would, as a term of this agreement, be void under section 178; or
 - (c) would increase the rent or rental bond payable by the resident; or
 - (d) would require any form of security from the resident.
- (4) For subclause (2), the resident's room is professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

[s 84]

84 Replacement of sch 4, pt 2, cl 23 (Ending of agreement—s 366)

Schedule 4, part 2, clause 23—

omit, insert—

23 Ending of agreement—s 366

(1) This agreement ends only if—

- (a) the provider and resident agree, in a separate written document, to end this agreement; or
- (b) the provider gives the resident a notice requiring the resident to leave the rental premises and the resident leaves the premises; or

Note—

The notice must comply with chapter 5, part 2 of the Act.

- (c) the resident or provider gives a notice terminating the agreement on a stated day; or

Note—

The notice must comply with chapter 5, part 2 of the Act.

- (d) the resident vacates, or is removed from, the rental premises after receiving a notice from a mortgagee or appointed person under section 384; or
- (e) the resident abandons the resident's room and the period for which the resident has paid rent has ended; or

Note—

See section 509 for indications a resident has abandoned a room.

- (f) the tribunal makes an order terminating this agreement.

(2) Also, this agreement ends for a sole resident if—

- (a) the resident gives the provider a notice ending residency interest and vacates the rental premises; or

Note—

See chapter 5, part 2, division 3, subdivision 2A of the Act for the obligations of the resident and provider relating to a notice ending residency interest.

- (b) the resident dies.

Note—

See section 387A for when this agreement ends if a sole resident dies.

85 Amendment of sch 4, pt 2, cl 24 (Condition room must be left in—s 253(i))

- (1) Schedule 4, part 2, clause 24, heading, ‘253(i)’—

omit, insert—

253(1)(i) and (2)

- (2) Schedule 4, part 2, clause 24—

insert—

- (2) The resident’s obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the resident to repair, or compensate the provider for, damage to the resident’s room or inclusions caused by an act of domestic violence experienced by the resident.

86 Amendment of sch 4, pt 2, cl 27 (Supply of goods and services—s 176)

Schedule 4, part 2, clause 27(2) and note—

omit, insert—

- (2) Subclause (1) does not apply to—

- (a) a requirement about a food service, personal care service or utility service; or

[s 87]

Note—

See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.

- (b) a condition of an approval to keep a pet in the resident's room if the condition—
 - (i) requires the carpets in the room to be cleaned, or the room to be fumigated, at the end of this agreement; and
 - (ii) complies with clause 22D; and
 - (iii) does not require the resident to buy cleaning or fumigation services from a particular person or business.

87 Amendment of sch 5, s 7 (Animals)

Schedule 5, section 7—

insert—

- (2) Subsection (1) does not apply to a working dog.

ENDNOTES

- 1 Made by the Governor in Council on 21 July 2022.
- 2 Notified on the Queensland legislation website on 22 July 2022.
- 3 The administering agency is the Department of Communities, Housing and Digital Economy.

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