



Western Australia

# **Residential Tenancies Amendment Act 2024**

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# Residential Tenancies Amendment Act 2024

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Western Australia

## **Residential Tenancies Amendment Act 2024**

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**No. 11 of 2024**

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**An Act to amend the *Residential Tenancies Act 1987* and to make consequential amendments to the *Residential Parks (Long-stay Tenants) Act 2006*.**

[Assented to 22 April 2024]

The Parliament of Western Australia enacts as follows:

## **Part 1 — Preliminary**

**1. Short title**

This is the *Residential Tenancies Amendment Act 2024*.

**2. Commencement**

This Act comes into operation as follows —

- (a) Part 1 — on the day on which this Act receives the Royal Assent;
- (b) the rest of the Act — on a day fixed by proclamation, and different days may be fixed for different provisions.

## **Part 2 — Residential Tenancies Act 1987 amended**

### **3. Act amended**

This Part amends the *Residential Tenancies Act 1987*.

### **4. Section 3 amended**

- (1) In section 3 insert in alphabetical order:

***approved form*** means a form approved under section 88C;

***assistance animal*** means —

- (a) an assistance dog as defined in the *Dog Act 1976* section 8(1); or
- (b) an animal accredited, under a law of a State or Territory or by an animal training organisation, to assist a person with disability in relation to the person's disability; or
- (c) an animal trained —
  - (i) to assist a person with disability in relation to the person's disability; and
  - (ii) to meet standards of hygiene and behaviour that are appropriate for an animal in a public place;

***community titles scheme*** has the meaning given in the *Community Titles Act 2018* section 3(1);

***disability*** means a disability —

- (a) which is attributable to an intellectual, psychiatric, cognitive, neurological, sensory or physical impairment or a combination of those impairments; and
- (b) which is permanent or likely to be permanent; and

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- (c) which may or may not be of a chronic or episodic nature; and
- (d) which results in a substantially reduced capacity of the person for communication, social interaction, learning or mobility;

***disputed tenancy matter*** has the meaning given in section 11E(1);

***furniture safety modification*** has the meaning given in section 50J(2);

***Housing Authority*** has the meaning given in section 71A;

***known party***, for Part 5A Division 3, has the meaning given in section 81P;

***major modification***, in relation to premises, has the meaning given in section 50W(1);

***minor modification***, in relation to premises, means a modification to the premises of a minor nature prescribed for this definition;

***modification***, in relation to residential premises, includes —

- (a) an alteration or renovation of, or addition to, the premises; and
- (b) attaching a thing to the premises;

***notice of dispute***, of a security bond release application, has the meaning given in section 81H(2);

***notice period***, in relation to a security bond release application, has the meaning given in section 81F(4);

***original condition*** means —

- (a) in relation to residential premises that have been modified — the condition of the premises before the modification was made, fair wear and tear excepted; or

- (b) in relation to residential premises that have been damaged — the condition of the premises before the damage occurred, fair wear and tear excepted;

**party** —

- (a) in relation to a residential tenancy agreement — means each of the following —
  - (i) the lessor under the agreement;
  - (ii) if there is 1 tenant under the agreement — the tenant under the agreement;
  - (iii) if there are 2 or more co-tenants under the agreement — each co-tenant under the agreement;

or

- (b) in relation to an application to which Part III Division 1 applies — has the meaning given in section 11D;

**personal information** means information (including an individual's name) or an opinion, whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

**pet** means an animal other than an assistance animal;

**retaliatory action** has the meaning given in section 26A;

**scheme by-laws** —

- (a) in the case of a community titles scheme — has the meaning given in the *Community Titles Act 2018* section 3(1); or
- (b) in the case of a strata titles scheme — has the meaning given in the *Strata Titles Act 1985* section 3(1);

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*security bond release application* has the meaning given in section 81C(1);

*State Register of Heritage Places* means the register established and maintained under the *Heritage Act 2018* section 35;

*strata company* has the meaning given in the *Strata Titles Act 1985* section 3(1);

*strata titles scheme* has the meaning given in the *Strata Titles Act 1985* section 3(1);

- (2) In section 3 in the definition of *property manager* paragraph (a) after “licensed” insert:

or registered

- (3) In section 3 in the definition of *security bond* after “means an amount” insert:

paid or

**5. Section 3A inserted**

After section 3 insert:

**3A. References to residential premises or premises**

- (1) In a provision of this Act that relates to a residential tenancy agreement, a reference to the residential premises, or the premises, is taken to be a reference to the residential premises for which a right to occupy is granted under the agreement.



- (2) For the purposes of subsection (1), a provision of this Act that refers to a lessor or a tenant is taken to be a provision that relates to the residential tenancy agreement to which the lessor or the tenant is a party.

**6. Section 8 amended**

In section 8(1):

- (a) in paragraph (b) after “of reports” insert:
- and guidelines
- (b) in paragraph (e) delete “not.” and insert:
- not;
- (c) after paragraph (e) insert:
- (f) another function conferred or imposed on the Commissioner by this Act;
- (g) another function prescribed for the Commissioner.

**7. Section 9 amended**

Delete section 9(1A).

**8. Sections 10 and 11 replaced**

Delete sections 10 and 11 and insert:

**10. Delegation**

- (1) The Commissioner may delegate any power or duty of the Commissioner under another provision of this Act to another employee of the Department.
- (2) The bond administrator may delegate any power or duty of the bond administrator under another provision of this Act to another employee of the Department.
- (3) The delegation must be in writing signed by the Commissioner or bond administrator, as the case requires.
- (4) A person to whom a power or duty has been delegated under this section cannot delegate that power or duty.
- (5) A person exercising a power or performing a duty that has been delegated to the person under this section is taken to do so in accordance with the terms of the delegation unless the contrary is shown.
- (6) Nothing in this section limits the ability of the Commissioner or the bond administrator to perform a power or duty through an officer or agent.

**11. Protection from liability**

- (1) A person is not liable for anything that the person has done, in good faith, in the performance or purported performance of a function under this Act.
- (2) The State is also relieved of any liability that it might have had for another person having done anything described in subsection (1).

- (3) The protection given by this section applies even though the thing done as described in subsection (1) may have been capable of being done whether or not this Act had been enacted.
- (4) In this section, a reference to doing a thing includes a reference to omitting to do the thing.

**9. Section 11AA inserted**

After section 11 insert:

**11AA. Disclosure of bond information**

- (1) In this section —  
*bond information* means information held by, or on behalf of, the bond administrator relating to, or arising from, the payment to the bond administrator of —
  - (a) the security bond for a residential tenancy agreement; or
  - (b) a tenant compensation bond payable under a tenant compensation order;*relevant entity* means each of the following —
  - (a) the chief executive officer of the Department;
  - (b) the Commissioner;
  - (c) the Housing Authority;
  - (d) the Magistrates Court.
- (2) The bond administrator may disclose bond information, including personal information, to a relevant entity to the extent the information is required by the relevant entity in the course of the entity's duties or functions.

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- (3) The bond administrator may enter into an arrangement with a relevant entity for the purposes of facilitating the disclosure of information under subsection (2).

**10. Section 11A amended**

Delete section 11A(2)(b) and insert:

- (b) as required or allowed under this Act or another written law; or

**11. Part III Division 1 inserted**

At the beginning of Part III insert:

**Division 1 — Provisions relating to applications made or referred to Commissioner**

**11C. Application of Division**

This Division applies in relation to —

- (a) any of the following applications made or referred to the Commissioner —
- (i) a lessor's application under section 50E, 50F, 50S or 50T;
  - (ii) a tenant's application under section 50G, 50H, 50U or 50V;
  - (iii) a security bond release application referred by the bond administrator under section 81I;
- or
- (b) an application made to the Commissioner in relation to a disputed tenancy matter.

**11D. Parties to application**

In this Division, a *party* to an application made in relation to a residential tenancy agreement is —

- (a) each party to the agreement who made the application; and
- (b) each other person who is —
  - (i) for a security bond release application — given notice of the application by the bond administrator under section 81F(2); or
  - (ii) otherwise — known to the Commissioner as a lessor, tenant or co-tenant under the residential tenancy agreement.

**11E. Disputed tenancy matters**

- (1) A regulation may prescribe a matter (a *disputed tenancy matter*) relating to the rights and obligations of the parties to a residential tenancy agreement as a matter about which the Commissioner may make decisions if the parties to a residential tenancy agreement are in dispute about the matter.
- (2) A party to a residential tenancy agreement may apply to the Commissioner to make an order stated in the application in relation to a disputed tenancy matter.

**11F. Notice of application and invitation to make submissions**

- (1) This section applies to an application other than a security bond release application.

Note for this subsection:

See section 81Q in relation to the Commissioner giving notice of receipt of a security bond release application and inviting submissions.

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- (2) The Commissioner must give written notice of the receipt of the application to each party to the application.
- (3) The notice must state that —
  - (a) the party may make a submission to the Commissioner about the application; and
  - (b) if the party makes a submission to the Commissioner by the day stated in the notice, the Commissioner will consider the party's submission in deciding the application.

**11G. Commissioner may require further information**

- (1) The Commissioner may give a party to an application a notice requiring the party to give the Commissioner the information stated in the notice.
- (2) The Commissioner may, in the notice, require the person to do either or both of the following by the day stated in the notice —
  - (a) provide evidence to support a claim made by the person; or
  - (b) verify the information or evidence the person gives to the Commissioner by statutory declaration or in another way.
- (3) If the party does not comply with the requirement by the stated day, the Commissioner may decide the application without the person's information and the notice given to the party under subsection (2) must state that fact.
- (4) The Commissioner may, in writing, extend the period stated in the notice.

**11H. False or misleading information**

- (1) A person must not give the Commissioner information in relation to the application that the person knows, or ought reasonably to know, is false or misleading in a material particular.

Penalty for this subsection: a fine of \$10 000.

- (2) For subsection (1), it is immaterial whether the information was given in response to a requirement under section 11G or for another reason.

**11I. Deciding application**

- (1) The Commissioner must decide an application on the information available to the Commissioner.
- (2) Subsection (1) does not limit another provision of this Act that provides for matters the Commissioner must consider or be satisfied of in deciding the application.
- (3) The Commissioner cannot decide the application before the later of the following days —
- (a) the day stated in a notice given to any party to the application under section 11F or 81Q as the day by which a submission must be given to the Commissioner to be considered in deciding the application;
  - (b) the day stated in a notice given to any party to the application under section 11G as the day by which the requirement under the notice must be complied with.
- (4) The powers of the Commissioner under section 11B do not apply for the purposes of deciding the application.
- (5) This section does not apply if the Commissioner declines to decide the application under section 11L.

**11J. Notice of Commissioner’s decision**

- (1) The Commissioner must give notice of the Commissioner’s decision on an application to each party to the application.
- (2) The notice must state —
  - (a) the decision; and
  - (b) the Commissioner’s reasons for the decision; and
  - (c) that, if the party is dissatisfied with the decision, the party may appeal the decision to the Magistrates Court within 7 days after the day on which the notice is given and how the party may start an appeal.
- (3) If the application is a security bond release application, the Commissioner must give a copy of the notice to the bond administrator.

**11K. Commissioner may publish decision and reasons**

- (1) The Commissioner may publish —
  - (a) the Commissioner’s decision on an application; and
  - (b) the Commissioner’s reasons for the decision.
- (2) However, a decision or reasons published under subsection (1) must not include information that could identify or lead to the identification of —
  - (a) a party to the application; or
  - (b) another individual; or
  - (c) the residential premises the subject of the application.



**11L. Commissioner may decline to decide application and refer parties to Magistrates Court**

- (1) The Commissioner may decline to decide an application if the Commissioner —
  - (a) considers the application cannot be decided on the information available to the Commissioner;  
or
  - (b) is aware that another dispute relating to the residential tenancy agreement is before the Magistrates Court; or
  - (c) for a security bond release application —
    - (i) does not have current contact details for 1 or more of the parties to the application; or
    - (ii) considers the amount in dispute is more than the amount of the security bond;  
or
  - (d) otherwise considers it is appropriate in all of the circumstances to refer the application to the Magistrates Court.
- (2) If the Commissioner declines to decide an application, the Commissioner must give each party to the application a notice that states —
  - (a) the Commissioner declines to decide the application; and
  - (b) the Commissioner’s reasons for declining; and

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- (c) that the party may apply to the Magistrates Court under section 15(1A) for relief in relation to the matter the subject of the application.

Note for this section:

See section 12A in relation to the jurisdiction of the Magistrates Court to hear and determine the application.

**12. Part III Division 2 heading inserted**

Before section 12 insert:

**Division 2 — Disputes determined by Magistrates Court**

**13. Section 12 amended**

- (1) In section 12 delete “Part —” and insert:

Division —

- (2) In section 12 delete the definition of *prescribed dispute* and insert:

*prescribed dispute* —

- (a) means any matter that may be the subject of an application to the Magistrates Court under this Act; and
- (b) includes —
- (i) an application to the Magistrates Court under section 15(1A) in relation to a security bond release application, regardless of the amount of the security bond the subject of the application; and

- (ii) another application to the Magistrates Court under section 15(1A);
- but
- (c) subject to paragraph (b)(i), does not include an application mentioned in paragraph (a) or (b)(ii) that is, or includes, a claim for an amount over the prescribed amount.

**14. Section 13C inserted**

After section 13B insert:

**13C. Appeals from decisions of Commissioner**

- (1) A person who is dissatisfied with the Commissioner's decision on an application under section 11I may appeal the decision to the Magistrates Court.
- (2) A person may appeal against a decision of the Commissioner on a security bond release application even if the security bond the subject of the application has been paid to 1 or more of the parties to the application under Part 5A Division 2.
- (3) The appeal must be started within 7 days after the day on which notice of the Commissioner's decision was given to the parties to the application.
- (4) A magistrate may extend the period mentioned in subsection (3) and may do so even if the time has elapsed.
- (5) The appeal is to be by way of rehearing of the matter the subject of the Commissioner's decision.
- (6) The rules of the Magistrates Court apply to the appeal as if the appeal were an appeal of a decision of a

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registrar under the *Magistrates Court Act 2004*  
section 29.

**15. Section 15 amended**

(1) After section 15(1) insert:

- (1A) A lessor or tenant under a residential tenancy agreement who is given a notice under section 11L may apply to the Magistrates Court for relief in relation to the matter the subject of the application to the Commissioner referred to in the notice.

Note for this subsection:

The Commissioner may decline to decide an application made to the Commissioner under Part III Division 1 and advise the parties that they may apply to the Magistrates Court for relief. See section 11L.

(2) After section 15(2)(b) insert:

- (ba) if the application relates to the release of all or part of the security bond for the agreement —
- (i) order the payment to the lessor of an amount of the security bond to which the lessor is entitled under section 81E; and
  - (ii) order that the balance of the security bond (if any) is payable to the tenant, or if there are co-tenants, 1 or more of the co-tenants in stated amounts, or another person;
- and

**16. Section 18A inserted**

After section 18 insert:

**18A. Notice of intention to dispute application for release of security bond**

- (1) This section applies if an application to the Magistrates Court under section 15 relates only to the release of all or part of the security bond for a residential tenancy agreement.
- (2) Before giving notice to the parties under section 18(2), the court must give each party to the application (other than the applicant) a written notice inviting the party to indicate to the court whether the party intends to dispute the application.
- (3) The party gives the court an indication under subsection (2) by filing a written notice, in the form approved by the Minister, in the court within 7 days after the party is served the court's notice under subsection (2).
- (4) If a party given a notice under subsection (2) does not file a notice indicating that the party intends to dispute the application within the period referred to in subsection (3) (or a longer period allowed by the court) —
  - (a) the court may, without conducting a hearing, order that the security bond be paid to the persons and in the amounts stated in the application; and
  - (b) section 18(2) does not apply to the application.

**17. Part III Division 3 inserted**

At the end of Part III insert:

**Division 3 — Retaliatory action taken by lessor**

**26A. Retaliatory action**

A lessor takes *retaliatory action* against a tenant in relation to a matter referred to in section 26B(2)(a), (b) or (c) if the lessor —

- (a) takes any of the following action —
    - (i) gives the tenant a notice claiming the tenant has breached the residential tenancy agreement, other than by failing to pay rent, and requiring the tenant to remedy the breach;
    - (ii) increases the rent payable under the residential tenancy agreement;
    - (iii) takes action to terminate the residential tenancy agreement;
    - (iv) at the end of the current residential tenancy agreement, refuses to enter into a further residential tenancy agreement with the tenant;
- and
- (b) is motivated to take the action, wholly or partly, by the matter arising.

**26B. Retaliatory action taken by lessor**

- (1) In this section —

*representative entity* means an entity that has a purpose of providing advice or support to tenants.

- (2) This section applies if a tenant reasonably believes the lessor took retaliatory action against the tenant after any of the following matters arose —
- (a) the tenant, or a representative entity, takes action to enforce the tenant's rights, including, for example, by —
    - (i) asking for repairs or maintenance to the premises; or
    - (ii) giving the lessor a notice claiming the lessor has breached the residential tenancy agreement and requiring the lessor to remedy the breach; or
    - (iii) requiring the lessor to reimburse the tenant for a reasonable expense properly incurred by the tenant for urgent repairs; or
    - (iv) applying to a competent court for an order under this Act;
  - (b) the lessor or lessor's agent knows that the tenant or a representative entity has complained to the Commissioner or another government entity about an act or omission of the lessor that adversely affected the tenant;
  - (c) an order of a competent court is in force in relation to the lessor and tenant.
- (3) The tenant may apply to a competent court for relief in relation to the lessor's action alleged by the tenant to be retaliatory action.

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- (4) The court hearing the application may, if the court is satisfied the lessor's action was likely to have been retaliatory action for a matter mentioned in subsection (2)(a), (b) or (c), make any order the court considers appropriate, including, for example —
- (a) an order setting aside the lessor's action; and
  - (b) an order that the lessor pay compensation to the tenant for loss or injury, other than personal injury, caused by the lessor's action.

**18. Section 27A replaced**

Delete section 27A and insert:

**27A. Written residential tenancy agreement to be in approved form**

A lessor or property manager must ensure a written residential tenancy agreement entered into by the lessor is in the approved form.

Penalty: a fine of \$5 000.

**19. Section 27B amended**

In section 27B after "A lessor" insert:

or property manager



**20. Section 27C amended**

- (1) In section 27C(1) after “A lessor” insert:  
  
or property manager
- (2) In section 27C(2)(b) delete “lessor.” and insert:  
  
lessor or property manager, as the case requires.
- (3) In section 27C(3) after “the lessor” insert:  
  
or property manager
- (4) In section 27C(4) and (4A) after “A lessor” insert:  
  
or property manager
- (5) In section 27C(4A) delete “lessor — ” and insert:  
  
lessor or property manager —

**21. Section 27 amended**

In section 27(1) delete “Subject to subsection (2), a person shall” and insert:

A person must

**22. Section 27AA inserted**

After section 27 insert:

**27AA. Residential tenancy must be offered for rent at fixed amount**

- (1) A person must not advertise or otherwise offer a tenancy for residential premises unless —
  - (a) the amount of rent stated in the advertisement or offer is a fixed amount; or
  - (b) the advertisement or offer states that the amount of rent is calculated by reference to the tenant's income.

Penalty for this subsection: a fine of \$10 000.

- (2) A person does not commit an offence against subsection (1) if the person places a sign advertising or offering residential premises for rent at or near the premises and the sign does not state an amount of rent for the premises.
- (3) A person must not solicit or otherwise invite a person to make an offer to become a tenant of residential premises at a rent higher than the amount advertised as the rent for the premises.

Penalty for this subsection: a fine of \$10 000.

**23. Section 28 amended**

In section 28(1) delete “shall” and insert:

must

**24. Section 29 amended**

- (1) In section 29(1A) delete the definition of *pet*.
- (2) In section 29(1):
  - (a) delete “shall” and insert:

must
  - (b) delete paragraph (b)(ii) and insert:
    - (ii) if the tenant is permitted to keep a pet at the premises — a prescribed amount to meet the cost of any damage caused by the pet or fumigation of the premises that may be required on the termination of the tenancy.
- (3) Delete section 29(4)(a), (b) and (c) and insert:
  - (a) must, as soon as practicable, give the person who paid the bond a receipt stating the following matters —
    - (i) the date on which the bond was received;
    - (ii) the name of the person who paid the bond;
    - (iii) the amount of bond paid;
    - (iv) the premises to which the bond relates;and
  - (b) must pay the bond to the bond administrator as soon as practicable, and in any event within 14 days, after the day on which the person received the bond; and

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- (c) must, when paying the bond under paragraph (b), lodge a record of the payment, in the approved form, with the bond administrator.

(4) After section 29(4) insert:

- (5) A security bond must be paid to the bond administrator under subsection (4)(b) in a prescribed way.

(5) Delete section 29(7) and (8).

**25. Section 30 amended**

In section 30(1):

- (a) delete “a form approved by the Minister,” and insert:

the approved form,

- (b) in paragraph (b) delete “6 months” and insert:

12 months

**26. Section 31A amended**

In section 31A(2):

- (a) delete “a form approved by the Minister,” and insert:

the approved form,

- (b) in paragraph (b)(ii) delete “6 months” and insert:

12 months

**27. Section 31B replaced**

Delete section 31B and insert:

**31B. When residential tenancy agreement is continuation of existing residential tenancy agreement**

- (1) This section applies for the purposes of working out —
  - (a) when the rent payable under a residential tenancy agreement was last increased under section 30; or
  - (b) when the means of calculating rent under a residential tenancy agreement was last changed under section 31A.
- (2) A residential tenancy agreement (the *continuing agreement*) is taken to be a continuation of another residential tenancy agreement (the *existing agreement*) if the continuing agreement —
  - (a) is between the same parties as the existing agreement; and
  - (b) is for the same residential premises as the existing agreement; and
  - (c) starts immediately after the end of the term of the existing agreement.

Note for this subsection:

See also section 76C for the circumstances in which a residential tenancy agreement that creates a tenancy for a fixed term continues as a periodic tenancy.

- (3) For subsection (2)(a), the existing agreement and the continuing agreement are between the same parties if —
  - (a) the lessor is the same under both agreements; and

- (b) the tenant, or at least 1 co-tenant, is the same under both agreements.

**28. Section 31 amended**

- (1) Delete section 31(1) and insert:

- (1) The amount of the security bond for a residential tenancy agreement can only be increased in accordance with this section.
- (1A) If a notice of increase in rent is given under section 30 or 31A in relation to a residential tenancy agreement, the lessor may increase the amount of the security bond for the agreement by giving the tenant a written notice that states —
  - (a) the amount by which the security bond is increased (the **additional amount**); and
  - (b) the day on which the additional amount is payable.
- (1B) For the purposes of subsection (1A)(b), the day on which the additional amount is payable cannot be a day —
  - (a) earlier than 60 days after the day on which the notice under subsection (1A) is given; or
  - (b) before the rent increase the subject of the notice given under section 30 or 31A takes effect.
- (1C) Despite section 29(1)(b), a person may receive, but may not require, the payment of the additional amount before the day on which the additional amount is payable.

(2) In section 31(4) delete “applies” and insert:

and (5) apply

**29. Part IV Division 2 heading amended**

In the heading to Part IV Division 2 delete “**Standard**” and insert:

**General standard**

**30. Section 46 amended**

In section 46(1) in the definition of *notice* delete “a form approved by the Commissioner;” and insert:

the approved form;

**31. Section 47 deleted**

Delete section 47.

**32. Section 49A amended**

(1) In section 49A(1) delete the definition of *strata company*.

(2) In section 49A(1) in the definition of *public utility services* delete “section 3(1);” and insert:

section 3(1).

**33. Part IV Divisions 2A and 2B inserted**

- (1) After Part IV Division 2 insert:

**Division 2A — Standard terms related to keeping pets**

**50A. Keeping pet at residential premises**

- (1) In this section —  
*community corporation* has the meaning given in the *Community Titles Act 2018* section 3(1).
- (2) It is a term of every residential tenancy agreement that the tenant may keep a pet at the premises, but only with the consent of the lessor.

Note for this subsection:

See section 50D for the only grounds on which a lessor may refuse a tenant's request for consent to keep a pet at the premises.

- (3) However, the tenant may keep an assistance animal at the premises without the lessor's consent.
- (4) It is a term of every residential tenancy agreement that the keeping of a pet or assistance animal at the premises is subject to —
- (a) any conditions of the lessor's consent for the tenant to keep a pet at the premises —
- (i) permitted under section 50C; or
- (ii) imposed by order of the Commissioner under section 50E(4) or 50F(4);
- and
- (b) a written law or local law relating to keeping animals at the premises; and



- (c) if the premises are a lot in a community titles scheme or strata titles scheme —
  - (i) the scheme by-laws; and
  - (ii) if, under the scheme by-laws, the consent of the community corporation or strata company is required to keep a pet at the premises — any conditions of the consent.

Examples for this subsection:

1. The premises may be subject to a local law that limits the number or type of animals that may be kept at the premises.
2. The premises may be subject to a scheme by-law that requires approval of the strata company to keep a pet at the premises.

**50B. Request for consent to keep pet at premises**

- (1) The tenant may ask the lessor for consent to keep a pet at the premises.
- (2) The request must be in the approved form.
- (3) The lessor must respond to the tenant's request within 14 days after the day on which the lessor receives the request.
- (4) The lessor's response must be in writing and state —
  - (a) whether the lessor approves or refuses the tenant's request or intends to apply to the Commissioner for approval to refuse the tenant's request under section 50E; and
  - (b) if the lessor approves the tenant's request subject to conditions — the conditions of the consent as permitted under section 50C; and
  - (c) if the lessor intends to apply to the Commissioner under section 50F for approval to impose conditions — that fact and the

conditions for which the lessor intends to apply for approval; and

- (d) if the lessor refuses the tenant's request on grounds permitted under section 50D(a) or (c) —
  - (i) the grounds for the refusal; and
  - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (5) The lessor is taken to approve the tenant's request if the lessor —
  - (a) does not comply with subsection (3); or
  - (b) does not apply to the Commissioner for approval to refuse the tenant's request within 14 days after the day on which the lessor receives the request.

**50C. Conditions for approval to keep pet at premises**

The lessor's consent for a tenant to keep a pet at the premises may be subject to —

- (a) a reasonable condition about —
  - (i) the number of animals that may be kept at the premises; or
  - (ii) the cleaning, maintenance or fumigation of the premises in relation to the keeping of the pet; or
  - (iii) a prescribed matter;
- or
- (b) a condition approved by the Commissioner on the application of the lessor under section 50F.

**50D. Grounds for refusing pet being kept at premises**

The following are the only grounds on which a lessor may refuse a tenant's request for consent to keep a pet at the premises —

- (a) keeping the pet would contravene a written law, local law or scheme by-laws applying to the premises;
- (b) with the approval of the Commissioner;
- (c) a prescribed ground.

**50E. Lessor's application for approval to refuse consent to keep pet at premises**

- (1) A lessor may apply to the Commissioner for an order approving the lessor's refusal of a tenant's request for consent to keep a pet at the premises.
- (2) The Commissioner must —
  - (a) approve the lessor's application; or
  - (b) order the lessor to consent to the tenant's request.
- (3) The Commissioner may make an order under subsection (2)(a) if satisfied that any of the following apply —
  - (a) the premises are unsuitable for keeping the pet;
  - (b) keeping the pet at the premises would exceed a reasonable number of pets being kept at the premises;
  - (c) keeping the pet at the premises is likely to cause damage to the premises that could not be repaired for less than the amount of the security bond for the premises;

- (d) keeping the pet at the premises would pose an unacceptable risk to the health and safety of a person;
- (e) keeping the pet at the premises is likely to cause the lessor undue hardship;
- (f) a prescribed ground.

Examples for this subsection:

1. For the purposes of paragraph (a), premises may be unsuitable for keeping a pet because of a lack of fencing, open space or another thing necessary to humanely accommodate the pet.
  2. For the purposes of paragraph (d), a pet may pose an unacceptable risk to the health and safety of a person if the lessor has an allergy that is affected by the pet or the pet is venomous.
- (4) The Commissioner may also order that the lessor's consent to the tenant keeping a pet at the premises is subject to stated conditions, whether or not the lessor also makes an application under section 50F in relation to the tenant's request.

**50F. Lessor's application for approval to impose conditions on consent to keep pet at premises**

- (1) This section applies if a lessor proposes to impose a condition, other than a condition mentioned in section 50C(a), on the lessor's consent for a tenant to keep a pet at the premises.
- (2) The lessor may apply to the Commissioner for an order approving the imposition of the condition on the lessor's consent.
- (3) The Commissioner must approve or refuse the lessor's application.
- (4) The Commissioner may also order that the lessor's consent to keep a pet at the premises is subject to stated

conditions, in addition to any conditions stated in the lessor's application.

**50G. Tenant's application for order that refusal not permitted**

- (1) A tenant may apply to the Commissioner for an order that the lessor's refusal of the tenant's request for consent to keep a pet at the premises is not permitted.
- (2) The Commissioner must —
  - (a) if satisfied the lessor's refusal is not permitted under section 50D(a) or (c) — order the lessor to consent to the tenant's request; or
  - (b) if satisfied any of the grounds referred to in section 50E(3) apply — approve the lessor's refusal of the tenant's request; or
  - (c) otherwise — refuse the tenant's application.
- (3) If the Commissioner makes an order under subsection (2)(a), the Commissioner may also order that the lessor's consent is subject to stated conditions.

**50H. Tenant's application for order that conditions imposed on consent are unreasonable**

- (1) A tenant may apply to the Commissioner for an order that a condition imposed by the lessor on the lessor's consent to keep a pet at the premises is unreasonable.
- (2) The Commissioner must —
  - (a) if satisfied the condition is unreasonable — approve the tenant's application and order that the condition is unreasonable; or
  - (b) if satisfied the condition is reasonable — refuse the tenant's application and order that the condition is reasonable; or

- (c) order that the condition imposed by the lessor be modified in a stated way.
- (3) If the Commissioner orders that the condition is unreasonable, the lessor's consent to keep a pet at the premises is no longer subject to the condition.

**50I. Tenant responsible for pet**

The following are terms of every residential tenancy agreement —

- (a) the tenant is responsible for all nuisance caused by a pet kept at the premises, including, for example, noise caused by the pet;
  - (b) the tenant is responsible for repairing any damage to the premises caused by the pet;
  - (c) damage to the premises caused by the pet is not fair wear and tear.
- (2) Before Part IV Division 3 insert:

**Division 2B — Standard terms related to modifications to premises**

**Subdivision 1 — Modifications by tenant to prevent furniture from falling**

**50J. Tenant may attach furniture to wall for safety of child or person with disability**

- (1) It is a term of every residential tenancy agreement that a tenant may attach furniture, or a thing to attach furniture, to a wall of the premises for the purpose of ensuring the safety of a child or person with disability, but only with the consent of the lessor.

- (2) A modification under subsection (1) is a *furniture safety modification*.

Note for this section:

See Subdivision 5 for the responsibilities of a tenant who makes a modification to premises.

**50K. Request for consent to make furniture safety modification**

- (1) The tenant may ask the lessor for consent to make a furniture safety modification.
- (2) The request must —
- (a) be in the approved form; and
  - (b) describe the furniture safety modification the tenant proposes to make.
- (3) The lessor must respond to the tenant's request within 14 days after the day on which the lessor receives the request.
- (4) The lessor's response must be in writing and state —
- (a) whether the lessor approves or refuses the tenant's request; and
  - (b) if the lessor refuses the tenant's request on grounds permitted under section 50L — the grounds for the refusal.

Note for this subsection:

For the purposes of paragraph (b), see section 50L(2) which prohibits the lessor from refusing consent to make a furniture safety modification in circumstances related to enabling a person with disability to access and use the premises.

- (5) The lessor is taken to approve the tenant's request if the lessor does not comply with subsection (3).

**50L. Grounds for refusing tenant's request to make furniture safety modification**

- (1) The following are the only grounds on which a lessor may refuse a tenant's request to make a furniture safety modification to premises —
  - (a) the modification would disturb material containing asbestos;
  - (b) the premises are entered in the State Register of Heritage Places;
  - (c) if the premises is a lot in a community titles scheme or strata titles scheme — the scheme by-laws prohibit making the modification;
  - (d) a prescribed ground.
- (2) The lessor must not refuse a tenant's request to make a furniture safety modification to premises that is reasonably required to enable a person with disability to access and use the premises if refusing consent would be unlawful under —
  - (a) the *Equal Opportunity Act 1984* section 66L(2)(d); or
  - (b) the *Disability Discrimination Act 1992* (Commonwealth) section 25(2)(d).

**Subdivision 2 — Modifications by tenant to prevent entry to premises in circumstances of family violence**

**50M. Tenant may make prescribed modification to prevent entry in circumstances of family violence**

- (1) The matters stated in subsections (2) to (6) are terms of every residential tenancy agreement.



- (2) A tenant may, without the lessor's consent, make a prescribed modification necessary to prevent a person from entering the residential premises —
  - (a) after the person's interest in the residential tenancy agreement is terminated under section 60(1)(bc); or
  - (b) if the tenant suspects, on reasonable grounds, that the person is likely to commit family violence against the tenant or a dependant of the tenant — to prevent the person from committing the family violence.

Note for this subsection:

See Subdivision 5 for the responsibilities of a tenant who makes a modification to premises.

- (3) The tenant must give the lessor written notice of the tenant's intention to make the prescribed modification.
- (4) The notice must describe the prescribed modification the tenant intends to make.
- (5) The prescribed modification must be carried out by a suitable tradesperson.
- (6) The tenant must give the lessor a copy of the invoice of the tradesperson who carried out the prescribed modification within 14 days after the day on which the modification is completed.
- (7) This section does not apply in relation to premises entered in the State Register of Heritage Places.

**Subdivision 3 — Minor modifications made by tenant**

**50N. Tenant may make minor modification to premises**

- (1) It is a term of every residential tenancy agreement that a tenant may make a minor modification to the premises, but only with the consent of the lessor.

Notes for this subsection:

1. See section 50Q for the only grounds on which a lessor may refuse a tenant's request to make a minor modification to the premises.
  2. See Subdivision 5 for the responsibilities of a tenant who makes a modification to premises.
- (2) It is also a term of every residential tenancy agreement that the making of a minor modification to the premises is subject to any conditions of the lessor's consent to make the modification —
    - (a) permitted under section 50P; or
    - (b) imposed by order of the Commissioner under section 50S(4) or 50T(4).

**50O. Request for approval to make minor modification**

- (1) A tenant may ask the lessor for consent to make a minor modification to premises.
- (2) The request must —
  - (a) be in the approved form; and
  - (b) describe the minor modification the tenant proposes to make.
- (3) The lessor must respond to the tenant's request within 14 days after the day on which the lessor receives the request.

- (4) The lessor's response must be in writing and state —
- (a) whether the lessor approves or refuses the tenant's request or intends to apply to the Commissioner for approval to refuse the tenant's request under section 50S; and
  - (b) if the lessor approves the tenant's request subject to conditions — the conditions of the approval as permitted under section 50P; and
  - (c) if the lessor intends to apply to the Commissioner under section 50T for approval to impose conditions — that fact and the conditions for which the lessor intends to apply for approval; and
  - (d) if the lessor refuses the tenant's request on grounds permitted under section 50Q(a), (b), (c), (d) or (f) —
    - (i) the grounds for the refusal; and
    - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.

Note for this subsection:

For the purposes of paragraph (d)(i), see also section 50R which prohibits the lessor from refusing consent to make a minor modification in circumstances related to enabling a person with disability to access and use the premises.

- (5) The lessor is taken to approve the tenant's request if the lessor —
- (a) does not comply with subsection (3); and
  - (b) does not apply to the Commissioner for approval to refuse the tenant's request within 14 days after the day on which the lessor receives the request.

**50P. Conditions for consent to make minor modification**

The lessor's consent for the tenant to make a minor modification to the premises may be subject to —

- (a) if the modification is of a type prescribed for this section — a condition that the work to make the modification be carried out by a person who is appropriately qualified to carry out that type of work; or
- (b) a reasonable condition about a matter prescribed for this section; or
- (c) a condition approved by the Commissioner on the application of the lessor under section 50T.

**50Q. Grounds for refusing tenant's request to make minor modification**

The following are the only grounds on which a lessor may refuse a tenant's request for consent to make a minor modification to the premises —

- (a) making the modification would disturb material containing asbestos;
- (b) the premises are entered in the State Register of Heritage Places;
- (c) if the premises is a lot in a community titles scheme or strata titles scheme — the scheme by-laws prohibit making the modification;
- (d) making the modification would be contrary to a written law;
- (e) the lessor's refusal is approved by the Commissioner;
- (f) a prescribed ground.

**50R. Refusal of consent to make modification needed for disability access prohibited**

The lessor must not refuse a tenant's request for consent to make a minor modification to premises that is reasonably required to enable a person with disability to access and use the premises if refusing consent would be unlawful under —

- (a) the *Equal Opportunity Act 1984* section 66L(2)(d); or
- (b) the *Disability Discrimination Act 1992* (Commonwealth) section 25(2)(d).

**50S. Lessor's application for approval to refuse consent for minor modification**

- (1) A lessor may apply to the Commissioner for an order approving the lessor's refusal of a tenant's request for consent to make a minor modification to the premises.
- (2) The Commissioner must —
  - (a) approve the lessor's application; or
  - (b) order that the lessor consent to the tenant's request.
- (3) The Commissioner may make an order under subsection (2)(a) if satisfied of any of the following matters —
  - (a) the lessor would suffer undue hardship if the modification were made;
  - (b) the modification would be unsafe or would make the premises unsafe;
  - (c) if the premises is a lot in a community titles scheme or strata titles scheme — the modification is likely to require modification to

other residential premises or common property of the scheme;

- (d) the modification would result in additional maintenance costs for the lessor;
  - (e) removing the modification, or restoring the premises to their original condition, when the residential tenancy agreement ends —
    - (i) would not be reasonably practicable; or
    - (ii) is likely to cost more than the amount of the security bond for the agreement;
  - (f) the tenant has been given a valid notice of termination of the residential tenancy agreement;
  - (g) a prescribed matter;
  - (h) making the modification is otherwise unreasonable in the circumstances.
- (4) The Commissioner may also order that the lessor's consent to the tenant's request is subject to stated conditions, whether or not the lessor also makes an application under section 50T in relation to the tenant's request.

Example for this subsection:

A condition may require the modification to be carried out using stated materials.

**50T. Lessor's application for approval to impose conditions on consent for minor modification**

- (1) This section applies if a lessor proposes to impose a condition, other than a condition mentioned in section 50P(a) or (b), on the lessor's consent for a tenant to make a minor modification to premises.

- (2) The lessor may apply to the Commissioner for an order approving the imposition of the condition on the lessor's consent.
- (3) The Commissioner must approve or refuse the lessor's application.
- (4) The Commissioner may also order that the lessor's consent to the tenant's request is subject to stated conditions, in addition to any conditions stated in the lessor's application.

Example for this subsection:

A condition may require the modification to be carried out using stated materials.

**50U. Tenant's application for order that refusal not permitted**

- (1) A tenant may apply to the Commissioner for an order that the lessor's refusal of the tenant's request for consent to make a minor modification to the premises is not permitted.
- (2) The Commissioner must —
  - (a) if satisfied the lessor's refusal is not permitted under section 50Q or 50R — order the lessor to consent to the tenant's request; or
  - (b) if satisfied any of the grounds referred to in section 50S(3) apply — approve the lessor's refusal of the tenant's request; or
  - (c) otherwise — refuse the tenant's application.
- (3) If the Commissioner makes an order under subsection (2)(a), the Commissioner may also order that the lessor's consent is subject to stated conditions.

**50V. Tenant's application for order that conditions imposed on consent are unreasonable**

- (1) A tenant may apply to the Commissioner for an order that a condition imposed by the lessor on the lessor's consent for the tenant to make a minor modification is unreasonable.
- (2) The Commissioner must —
  - (a) if satisfied the condition is unreasonable — approve the tenant's application and order that the condition is unreasonable; or
  - (b) if satisfied the condition is reasonable — refuse the tenant's application and order that the condition is reasonable; or
  - (c) order that the condition imposed by the lessor be modified in a stated way.
- (3) If the Commissioner orders that the condition is unreasonable, the lessor's consent to make the minor modification is no longer subject to the condition.

**Subdivision 4 — Other modifications**

**50W. When tenant may make other modifications to premises**

- (1) In this section —

*major modification*, in relation to residential premises, means a modification to the premises other than —

  - (a) a furniture safety modification; or
  - (b) a prescribed modification mentioned in section 50M; or
  - (c) a minor modification.



- (2) A residential tenancy agreement may provide that —
- (a) a tenant may make a modification to the premises stated in the agreement without the lessor’s consent; or
  - (b) a tenant may make a major modification to the premises with the lessor’s consent; or
  - (c) a tenant must not make major modifications to the premises.
- (3) If a residential tenancy agreement includes a provision referred to in subsection (2)(a), it is also a term of the agreement that, before making the stated modification to the premises, the tenant must give the lessor written notice —
- (a) stating that the tenant intends to make the modification; and
  - (b) describing the intended modification.
- (4) If a residential tenancy agreement includes a provision referred to subsection (2)(b), it is also a term of the agreement that —
- (a) the lessor must not unreasonably refuse the tenant’s request for consent to make a major modification to the premises; and
  - (b) the making of a major modification is subject to any reasonable conditions of the lessor’s approval for the tenant to make the major modification.

Note for this section:

See Subdivision 5 for the responsibilities of a tenant who makes a modification to premises.

**50X. Lessor may make modification to premises**

- (1) It is a term of every residential tenancy agreement that —
  - (a) the lessor may make a modification to the premises, but only with the consent of the tenant; and
  - (b) the tenant must not unreasonably refuse the lessor's request for consent.
- (2) The tenant's approval for the lessor to make a modification may be subject to reasonable conditions about the lessor's entry of the premises to make or inspect the modification, including the day or time of the entry.
- (3) Section 46(2)(e) applies for the purposes of the lessor making the modification to the premises —
  - (a) as if a reference in that section to necessary repairs to or maintenance of the premises were a reference to the modification; and
  - (b) subject to a reasonable condition imposed on the entry under subsection (2).

**50Y. Request for approval to make modification**

- (1) A tenant may ask the lessor (the *consenting party*) for consent to make a major modification to premises.
- (2) A lessor may ask the tenant (also the *consenting party*) for consent to make a modification to premises.
- (3) The request must be in the approved form.
- (4) The consenting party must respond to the request within 28 days after the day on which the request is received.

- (5) The consenting party's response must be in writing and state —
  - (a) whether the consenting party approves or refuses the request; and
  - (b) if the consenting party approves the request subject to conditions — the conditions of the approval; and
  - (c) if the consenting party refuses the request —
    - (i) the grounds for the refusal; and
    - (ii) the reasons for the refusal.
- (6) The consenting party is taken to approve the request if the consenting party does not comply with subsection (4).

**50Z. Refusal of consent to modification needed for disability access prohibited**

The lessor must not refuse a tenant's request for consent to make a major modification to premises that is reasonably required to enable a person with disability to access and use the premises if refusing consent would be unlawful under —

- (a) the *Equal Opportunity Act 1984* section 66L(2)(d); or
- (b) the *Disability Discrimination Act 1992* (Commonwealth) section 25(2)(d).

**Subdivision 5 — Tenant's responsibilities in relation to modifications to premises**

**50ZA. Purpose of Subdivision**

The matters stated in this Subdivision —

- (a) are terms of every residential tenancy agreement; and

- (b) apply if a tenant makes a modification to the residential premises.

**50ZB. Tenant bears costs of modification and responsibility for repairs**

- (1) The tenant must bear the costs of —
  - (a) making the modification to the residential premises; and
  - (b) removing the modification and restoring the premises to their original condition as required under section 50ZD.
- (2) The tenant is responsible for maintaining the modification to the premises in a reasonable state of repair.

**50ZC. Modification to have regard to age and character of premises**

The tenant must ensure the modification is made in a way that —

- (a) has regard to the age and character of the premises; and
- (b) complies with any written law; and
- (c) if the premises are a lot in a community titles scheme or strata titles scheme — complies with the scheme by-laws.

**50ZD. Tenant must remove modification and restore premises**

- (1) Unless the lessor agrees otherwise in writing, when the tenant vacates the premises at the end of the residential tenancy agreement, the tenant must either —
  - (a) do the following —
    - (i) if the modification included attaching a thing to the premises — remove the attached thing;
    - (ii) restore the premises to their original condition;
  - or
  - (b) compensate the lessor for the reasonable cost incurred by the lessor to remove the thing or restore the premises.
- (2) Subsection (1) applies to a prescribed modification made in accordance with section 50M only to the extent that the lessor requires the tenant, in writing, to do 1 or more of the following —
  - (a) remove an attached thing;
  - (b) restore the premises to their original condition;
  - (c) compensate the lessor for removing an attached thing or restoring the premises.
- (3) If restoration of the premises mentioned in subsection (2) is carried out by a tradesperson, the tenant must give the lessor a copy of the invoice of the tradesperson within 14 days after the day on which the restoration is completed.

**50ZE. Tenant responsible for damage caused by making or removing modification or restoring premises**

- (1) This section applies if the tenant causes damage to residential premises when —
  - (a) making a modification to the premises; or
  - (b) if the modification included attaching a thing to the premises — removing the attached thing; or
  - (c) restoring the premises to their original condition.
- (2) The tenant must give the lessor a written notice that the damage has been caused to the premises.
- (3) The lessor may require the tenant to —
  - (a) repair the damage and restore the premises to their original condition; or
  - (b) compensate the lessor for the reasonable cost incurred by the lessor to repair the damage and restore the premises to their original condition.

**34. Section 64 amended**

In section 64(3):

- (a) delete the passage that begins with “order — ” and continues to the end of the subsection and insert:

order that the period of notice be extended by a further period of up to 60 days.

- (b) at the end of the subsection insert:

Note for this subsection:

See also section 26B for an application a tenant may make to a competent court if the tenant reasonably believes the

lessor's action to terminate the residential tenancy agreement was retaliatory action.

**35. Section 71AB amended**

In section 71AB(2)(d) delete “a form approved by the Commissioner,” and insert:

the approved form,

**36. Section 71 amended**

Delete section 71(3)(b)(i) and insert:

- (i) that giving the notice is retaliatory action taken by the lessor against the tenant because of a matter mentioned in section 26B(2)(a), (b) or (c); or

**37. Section 76A amended**

In section 76A(2) delete “a form approved by the Minister” and insert:

the approved form

**38. Section 76BA inserted**

After section 76B insert:

**76BA. Order about payment of security bond**

- (1) This section applies if a competent court makes an order terminating a residential tenancy agreement.

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- (2) The court may make an order —
  - (a) that the lessor is entitled to payment of an amount from the security bond for the residential tenancy agreement under section 81E; and
  - (b) that the balance of the security bond (if any) is payable to the tenant under the agreement or, if there are co-tenants, the amount of any balance that is payable to each of them.
- (3) The court may make an order under subsection (2) on the application of a party to the residential tenancy agreement or on its own initiative.
- (4) The court must ensure that a copy of an order made under subsection (2) is given to the bond administrator.

**39. Section 77 amended**

In section 77(2) delete “a form approved by the Minister.” and insert:

the approved form.

**40. Section 79 amended**

In section 79(3) delete “form approved by the Commissioner for the purposes of this subsection — ” and insert:

approved form —



**41. Section 81A amended**

In section 81A(3) delete “a form approved by the Minister” and insert:

the approved form

**42. Section 81B amended**

In section 81B(2)(b) delete the passage that begins with “notice,” and ends with “the proceedings not” and insert:

notice of the proceedings, in the approved form, not

**43. Part 5A inserted**

After section 81 insert:

## **Part 5A — Release of security bond**

### **Division 1 — Application for release**

**81C. Application for release of security bond**

- (1) One, some or all of the parties to a residential tenancy agreement may apply to the bond administrator, in the approved form, for the security bond for the agreement to be released (a *security bond release application*).
- (2) The security bond release application must state the amount of the security bond to be paid to each party to the residential tenancy agreement.
- (3) The security bond release application must not be made before the residential tenancy agreement terminates.

- (4) However, the security bond release application may be made before the residential tenancy agreement terminates if —
  - (a) the tenant or, if there are co-tenants, all of the tenants deliver up vacant possession of the premises; and
  - (b) the parties to the agreement agree in writing to terminate the agreement.
- (5) The lessor and property manager must not ask or require a tenant to sign a security bond release application unless —
  - (a) the residential tenancy agreement has terminated or subsection (4) or section 81D applies; and
  - (b) the application states the amount of the security bond (if any) to be paid to the lessor and the tenant or, if there are co-tenants, each tenant.

Penalty for this subsection: a fine of \$5 000.

**81D. Application for partial release of security bond**

- (1) A security bond release application under section 81C may apply for —
  - (a) only part of a security bond for a residential tenancy agreement to be released; and
  - (b) that part of the security bond to be paid to the tenant or, if there are co-tenants, 1 or more of the co-tenants.
- (2) An application may be made under subsection (1) only if —
  - (a) the rent payable under the residential tenancy agreement has been reduced; or

- (b) the tenant paid the prescribed amount under section 29(b)(ii) in relation to a pet that the tenant was permitted to keep on the premises and the pet is no longer being kept on the premises; or
  - (c) other prescribed circumstances exist.
- (3) Section 81C(3) does not apply in relation to an application under subsection (1).
- (4) This Part applies to a security bond release application under subsection (1) as if a reference in the Part to a security bond were a reference to the part of the security bond to which the application relates.

**81E. Amounts for which lessor is entitled to payment from security bond**

- (1) A lessor is entitled to payment from the security bond for a residential tenancy agreement of any of the following amounts —
- (a) the reasonable cost of repairs to the premises, or the restoration of the premises to their original condition, as a result of damage (other than fair wear and tear) caused by the tenant, an occupant or an invitee of the tenant;
  - (b) the reasonable cost of repairs to, or replacement of, the chattels provided with the premises for use by the tenant as a result of damage (other than fair wear and tear) caused by the tenant, an occupant or an invitee of the tenant;
  - (c) any rent or other charges owing and payable under the agreement or this Act;
  - (d) the cost of cleaning any part of the premises not left reasonably clean by the tenant, having regard to the condition of the premises at the start of the tenancy;

- (e) subject to section 50ZD(2), the cost of replacing locks or other security devices altered, removed or added by the tenant without the consent of the lessor;
  - (f) an amount the tenant is liable to pay to the lessor for a breach of the agreement.
- (2) If the security bond includes the prescribed amount mentioned in section 29(1)(b)(ii), the lessor is also entitled to payment from this amount of the security bond of the following amounts —
- (a) the reasonable cost of repairs to the premises, or the restoration of the premises to their original condition, as a result of damage caused by a pet kept at the premises;
  - (b) if the lessor considers it is necessary for the premises to be fumigated because a pet the tenant kept on the premises is capable of carrying parasites that can affect humans — the reasonable cost of fumigating the premises;
  - (c) other reasonable costs arising out of the keeping of the pet on the premises.
- (3) Subsections (1) and (2) do not limit the matters for which the lessor may claim an amount from the security bond.
- (4) Subsection (2) does not limit the matters for which the lessor may claim an amount relating to the keeping of a pet on the premises from the security bond.
- (5) A lessor is not entitled to payment from the security bond for a residential tenancy agreement of an amount prescribed for the purposes of this subsection.

**81F. Notice of security bond release application to other parties**

- (1) This section applies if a security bond release application for a residential tenancy agreement is not made by each person known to the bond administrator as a party to the agreement (a *known party*).
- (2) The bond administrator must give written notice of the security bond release application to each known party who did not make the application.
- (3) The notice must state that —
  - (a) during the notice period, the party may agree to the security bond release application under section 81G or dispute the application under section 81H; and
  - (b) the application will be referred to the Commissioner to decide if the party or another party —
    - (i) disputes the application under section 81H during the notice period; or
    - (ii) does not respond to the notice under section 81G or 81H during the notice period;and
  - (c) before the Commissioner decides the application, the party may —
    - (i) agree to a variation of the application; or
    - (ii) under section 81J, withdraw notice of the party's dispute of the application.

- (4) For the purposes of subsection (3), the *notice period* is the period —
  - (a) starting when the party is given the notice under subsection (2); and
  - (b) ending on the day stated in the notice as the day on which the notice period ends.

**81G. Agreeing to security bond release application**

- (1) A party to a residential tenancy agreement given notice of a security bond release application under section 81F(2) may agree to the application.
- (2) The party agrees to the security bond release application by giving the bond administrator written notice, in the prescribed way, of the party's agreement to the security bond being paid in accordance with the application.
- (3) The bond administrator may accept notice of the party's agreement after the notice period ends.
- (4) If the notice of agreement is given after the bond administrator refers the security bond release application to the Commissioner under section 81I, the bond administrator must notify the Commissioner of the receipt of the notice.

**81H. Disputing security bond release application**

- (1) A party to a residential tenancy agreement given notice of a security bond release application under section 81F(2) may dispute the application.
- (2) The party disputes the security bond release application by giving the bond administrator written notice, in the prescribed way, of the party's dispute with the security bond being paid in accordance with the application (*notice of dispute*).

- (3) The bond administrator may accept notice of dispute from the party after the notice period ends, but only if the bond administrator has not paid any of the security bond under Division 2.

**81I. Referral of security bond release application to Commissioner for decision**

- (1) The bond administrator must refer a security bond release application relating to a residential tenancy agreement to the Commissioner for decision if —
  - (a) the bond administrator gives notice of the application to 1 or more parties to the agreement under section 81F(2); and
  - (b) any of the following apply —
    - (i) the bond administrator accepts notice of dispute of the application from 1 of the parties under section 81H;
    - (ii) at least 1 of the parties does not respond to the notice under section 81G or 81H during the notice period and all of the parties do not otherwise agree to the application during that period;
    - (iii) despite subparagraphs (i) and (ii), the parties to the agreement do not otherwise agree to the application during the notice period.
- (2) The bond administrator may give the Commissioner information about the security bond release application requested by the Commissioner for the purpose of deciding the application, including information about the security bond and residential tenancy agreement to which the application relates.

**81J. Withdrawing dispute of application**

- (1) A party to a residential tenancy agreement who gives the bond administrator notice of dispute under section 81H in relation to a security bond release application may withdraw the notice.
- (2) The party withdraws the notice of dispute by giving the bond administrator written notice that the party —
  - (a) withdraws the party's notice of dispute; and
  - (b) agrees to the security bond release application or a variation of the application.
- (3) If the bond administrator has referred the security bond release application to the Commissioner, the bond administrator must give the Commissioner a copy of the party's notice under subsection (2).

**Division 2 — Payment of security bond**

**81K. Payment of security bond with agreement of all parties**

- (1) This section applies if each person the bond administrator knows is a party to a residential tenancy agreement (a *known party*) —
  - (a) makes a security bond release application in relation to the agreement; or
  - (b) agrees to the application under section 81G or otherwise; or
  - (c) if the party gave the bond administrator notice of dispute of the application under section 81H — withdraws the notice under section 81J.
- (2) This section also applies if each known party to the residential tenancy agreement agrees to a variation of the security bond release application.



- (3) The bond administrator must pay the security bond to the persons and in the amounts stated in the security bond release application or varied application.

**81L. Payment of security bond following referral of application to Commissioner**

- (1) This section applies if the bond administrator —
  - (a) receives a security bond release application in relation to a residential tenancy agreement; and
  - (b) refers the application to the Commissioner under section 81I.
- (2) The bond administrator must not pay any of the security bond for the residential tenancy agreement to a person unless the bond administrator is given a copy of —
  - (a) notice of the Commissioner’s decision on the security bond release application under section 81R; or
  - (b) if the bond administrator is given notice that a party to the security bond release application has applied to the Magistrates Court for relief relating to the security bond — the court’s decision on the application.
- (3) The bond administrator must pay the security bond to the persons and in the amounts stated in the decision of the Commissioner or the court, as the case may be.

**81M. Paying amount of bond assistance loan to Housing Authority**

- (1) In this section —  
*bond assistance loan* means a loan from the Housing Authority to assist a tenant to pay all or some of a security bond for a residential tenancy agreement.

- (2) This section applies if —
  - (a) an amount of the security bond for a residential tenancy agreement is payable to a tenant under this Division (the tenant's *security bond refund amount*); and
  - (b) the bond administrator is aware that the tenant has a bond assistance loan that has not been repaid in full.
- (3) If requested by the Housing Authority, the bond administrator may pay all or some of the tenant's security bond refund amount to the Housing Authority as payment of the amount of the tenant's bond assistance loan that has not been repaid.
- (4) The balance of the tenant's security bond refund amount that is not paid to the Housing Authority under subsection (3) (if any), becomes the amount of the security bond payable to the tenant under this Division.
- (5) This section applies despite another provision of this Division that requires the bond administrator to pay an amount of the security bond to the tenant.

**81N. Payment of security bond in accordance with order of competent court**

- (1) This section applies if a competent court makes an order about the payment of the security bond for a residential tenancy agreement, other than the Magistrates Court in a decision referred to in section 81L(2)(b).
- (2) The bond administrator must pay the security bond to the persons and in the amounts stated in the order.
- (3) This section applies despite any other provision of this Part and whether or not a security bond release application is made in relation to the security bond.

### **Division 3 — Security bond release application decided by Commissioner**

#### **81O. Application of Division**

This Division applies if the bond administrator refers a security bond release application relating to a residential tenancy agreement to the Commissioner under section 81I.

#### **81P. Known party to residential tenancy agreement**

In this Division, a person is a *known party* to a residential tenancy agreement if, when referring a security bond release application related to the agreement to the Commissioner, the bond administrator named the person as someone the bond administrator knows is a party to the agreement.

#### **81Q. Notice of receipt of security bond release application**

- (1) The Commissioner must give each known party to the residential tenancy agreement a written notice stating that the bond administrator has referred the security bond release application to the Commissioner for decision.
- (2) The notice given must state that —
  - (a) the party may make a submission to the Commissioner about —
    - (i) whether the lessor is entitled to claim payment of all or some of the security bond; and
    - (ii) the party's views about the amount of the security bond that should be paid to each party to the agreement;and

- (b) if the party gives a submission to the Commissioner by the day stated in the notice, the Commissioner will consider the party's submission in deciding the application.

**81R. Deciding security bond release application**

- (1) The Commissioner must decide the security bond release application for a residential tenancy agreement by —
  - (a) deciding whether the lessor is entitled to be paid an amount from the security bond under section 81E; and
  - (b) working out the balance (if any) of the security bond by subtracting the amount the Commissioner decides under paragraph (a) from the amount of the security bond; and
  - (c) if there are 2 or more known parties who are tenants — deciding how the balance (if any) of the security bond is to be divided between them.
- (2) If there is only 1 known party who is a tenant, the Commissioner must decide that any balance of the security bond worked out under subsection (1)(b) is payable to the tenant.

**81S. When Commissioner is not required to decide security bond release application**

The Commissioner is not required to decide a security bond release application for a residential tenancy agreement under section 81R if —

- (a) the Commissioner declines to decide the application under section 11L; or

- (b) the bond administrator notifies the Commissioner that each known party to the agreement —
  - (i) made the application; or
  - (ii) agreed to the application under section 81G or otherwise; or
  - (iii) if the party gave the bond administrator notice of dispute of the application under section 81H — withdrew the notice under section 81J;

or

- (c) the bond administrator notifies the Commissioner that each known party to the agreement agreed to a variation of the application.

#### **Division 4 — General**

#### **81T. Unclaimed security bonds**

- (1) This section applies if —
  - (a) the bond administrator believes on reasonable grounds that a residential tenancy agreement has been terminated; and
  - (b) 6 months have passed since the agreement was terminated; and
  - (c) the security bond for the agreement, or part of the security bond, has not been paid to any of the parties to the agreement under Division 2.
- (2) The bond administrator must deal with the security bond, or part of the security bond, in the prescribed way.

- (3) The regulations may provide for —
  - (a) the process to be followed if an amount of a security bond for a residential tenancy agreement is unclaimed as referred to in subsection (1); and
  - (b) if an amount of a security bond for a residential tenancy agreement remains unclaimed after the prescribed process is followed, how the amount is to be disposed of.

**44. Section 82A amended**

In section 82A delete the definition of *personal information*.

**45. Sections 86A and 86B inserted**

After section 86 insert:

**86A. Provisions imposing obligation to act on lessor or property manager**

- (1) This section applies to a provision of this Act that requires the lessor or a property manager to do something (the *required act*) in relation to a residential tenancy agreement.
- (2) If the required act is done, whether by the lessor personally or by the property manager, both the lessor and the property manager are taken to have complied with the provision.
- (3) If the required act is omitted to be done, both the lessor and the property manager are taken to have contravened the provisions and, if the contravention is an offence, each of them may be dealt with for the offence.

**86B. Agency of lessor’s property manager not limited**

- (1) This section applies if a provision of this Act refers to something being done, or required to be done, by a lessor in relation to a residential tenancy agreement without mentioning a property manager.
- (2) The provision does not, by implication, limit the extent to which the thing may be done by the property manager as an agent of the lessor.

**46. Section 88C inserted**

After section 88B insert:

**88C. Approved forms**

- (1) The bond administrator may approve forms for use under this Act in relation to bonds.
- (2) The Commissioner may approve forms for use under this Act, other than forms for use in relation to bonds.

**47. Section 88 amended**

Delete section 88(3).

**48. Part VII heading replaced**

Delete the heading to Part VII and insert:

**Part 7 — Savings and transitional provisions**

**49. Part VII Division 1 heading replaced**

Delete the heading to Part VII Division 1 and insert:

**Division 1 — Savings and transitional provisions  
relating to *Residential Tenancies Amendment Act 2011***

**50. Part VII Division 2 heading deleted**

Delete the heading to Part VII Division 2.

**51. Section 92 amended**

In section 92 delete “Part —” and insert:

Division —

**52. Part VII Division 3 heading deleted**

Delete the heading to Part VII Division 3.

**53. Part 8 heading deleted**

Delete the heading to Part 8.

**54. Part VII Division 2 heading inserted**

Before section 98 insert:

**Division 2 — Transitional provision relating to  
*Consumer Protection Legislation Amendment Act 2019***



**55. Part 7 Division 3 inserted**

After section 98 insert:

**Division 3 — Transitional provisions relating to  
*Residential Tenancies Amendment Act 2024***

**99. Variation of rent for fixed term residential tenancy agreement entered, renewed or extended before commencement**

- (1) In this section —  
*commencement* means the day on which the *Residential Tenancies Amendment Act 2024* section 25 comes into operation.
- (2) This section applies to a residential tenancy agreement that creates a tenancy for a fixed term if —
  - (a) the agreement was entered into, or last renewed or extended, before the commencement; and
  - (b) the original, renewed or extended term of the agreement (the *current term*), disregarding any further renewal or extension of the agreement, ends after the commencement.
- (3) Section 30, as in force from time to time before the commencement, continues to apply to the residential tenancy agreement until the end of the current term as if the *Residential Tenancies Amendment Act 2024* had not been enacted.

**100. Variation of rent for residential tenancy agreement, other than fixed term agreement, entered before commencement**

- (1) In this section —  
*commencement* means the day on which the *Residential Tenancies Amendment Act 2024* section 25 comes into operation.
- (2) This section applies to a residential tenancy agreement in force on the commencement, other than an agreement to which section 99 applies.
- (3) Sections 30 and 31A, as in force from the commencement, apply to the residential tenancy agreement.
- (4) A notice of increase of rent relating to the residential tenancy agreement given under section 30 or 31A before the commencement has no effect if the notice does not comply with that section as in force from the commencement.

**101. Application of Pt. 5A in relation to existing residential tenancy agreements**

- (1) In this section —  
*commencement* means the day on which the *Residential Tenancies Amendment Act 2024* section 43 comes into operation;  
*previous*, in relation to a provision of this Act, means the provision as in force from time to time before the commencement.
- (2) Part 5A applies in relation to a residential tenancy agreement in force on the commencement.
- (3) However, the bond administrator may continue to deal with an application for the payment of the security

bond as if the *Residential Tenancies Amendment Act 2024* had not been enacted if —

- (a) the application is made under previous Schedule 1 clause 5, but not decided or withdrawn, before the commencement; or
  - (b) the application is made after the commencement in a form approved by the Minister under previous Schedule 1 clause 5(1)(a).
- (4) Also, a competent court may continue to deal with an application relating to the payment of the security bond made under Schedule 1 clause 8, but not decided or withdrawn, before the commencement as if the *Residential Tenancies Amendment Act 2024* had not been enacted.

**102. Existing authorised agents of bond administrator**

- (1) In this section —  
*commencement* means the day on which the *Residential Tenancies Amendment Act 2024* section 56 comes into operation.
- (2) This section applies in relation to a person who, immediately before the commencement, is an authorised agent appointed by the bond administrator.
- (3) The bond administrator is taken to have delegated the powers and duties of the bond administrator under this Act, as in force from the commencement, to the person under section 10.
- (4) This section does not limit the power of the bond administrator to vary or revoke the delegation.

**103. Validation of r. 12BA and 12CA**

- (1) In this section —
- regulation 12BA* means the *Residential Tenancies Regulations 1989* section 12BA;
- regulation 12CA* means the *Residential Tenancies Regulations 1989* section 12CA;
- validation period* means the period —
- (a) beginning on 15 April 2019; and
  - (b) ending on the day on which the *Residential Tenancies Amendment Act 2024* section 47 comes into operation.
- (2) Regulation 12BA and regulation 12CA are taken to have come into operation on 15 April 2019 and to have been in operation at all times during the validation period, despite the operation of section 88(3) during that period.
- (3) Anything done, or purportedly done, on or after 15 April 2019 is taken to be, and to have always been, as lawful, valid and effective as it would be, or would have been, had regulation 12BA or regulation 12CA come into operation, and been in operation at all times during the validation period, as provided in subsection (2).
- (4) In subsection (3), a reference to doing a thing includes a reference to omitting to do the thing.

**56. Schedule 1 clause 1 deleted**

Delete Schedule 1 clause 1.

**57. Schedule 1 clause 3 amended**

- (1) In Schedule 1 clause 3(2) delete “clause 5(1).” and insert:

Part 5A Division 2.

- (2) In Schedule 1 clause 3(3):

- (a) in paragraph (ab) delete “administrator, authorised agents” and insert:

administrator

- (b) in paragraph (b)(ii) delete “administrator and the bond administrator’s authorised agents,” and insert:

administrator,

**58. Schedule 1 clause 4 amended**

In Schedule 1 clause 4(b)(ii) delete “clause 5;” and insert:

Part 5A Division 2;

**59. Schedule 1 Division 2 deleted**

Delete Schedule 1 Division 2.

**60. Schedule 1 clause 10 amended**

In Schedule 1 clause 10(1):

- (a) in paragraph (a) delete “a form approved by the Minister — ” and insert:

the approved form —

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- (b) in paragraph (a)(ii) delete “administrator or the bond administrator’s authorised agent;” and insert:

administrator;

**61. Schedule 1 clause 11 amended**

In Schedule 1 clause 11:

- (a) in paragraph (a) delete “a form approved by the Minister — ” and insert:

the approved form —

- (b) in paragraph (a)(ii) delete “administrator or the bond administrator’s authorised agent;” and insert:

administrator;

**Part 3 — Residential Parks (Long-stay Tenants)  
Act 2006 amended**

**62. Act amended**

This Part amends the *Residential Parks (Long-stay Tenants) Act 2006*.

**63. Section 22 amended**

(1) In section 22(1):

(a) in paragraph (a) delete the passage that begins with “administrator” and continues to the end of the paragraph and insert:

administrator; and

(b) in paragraph (b) delete “or an authorised agent”.

(2) In section 22(2) delete “or an authorised agent”.

**64. Section 95 amended**

Delete section 95(4).

**65. Part 7 Division 4 inserted**

At the end of Part 7 insert:

**Division 4 — Validation provision for Residential  
Tenancies Amendment Act 2024**

**117. Validation of r. 13A and 22**

(1) In this section —

*regulation 13A* means the *Residential Parks (Long-stay Tenants) Regulations 2007* regulation 13A;

**regulation 22** means the *Residential Parks (Long-stay Tenants) Regulations 2007* regulation 22;

**validation period** means the period —

- (a) beginning on 15 April 2019; and
  - (b) ending on the day on which the *Residential Tenancies Amendment Act 2024* section 64 comes into operation.
- (2) Regulation 13A and regulation 22 are taken to have come into operation on 15 April 2019 and to have been in operation at all times during the validation period, despite the operation of section 95(4) during that period.
  - (3) Anything done, or purportedly done, on or after 15 April 2019 is taken to be, and to have always been, as lawful, valid and effective as it would be, or would have been, had regulation 13A or regulation 22 come into operation, and been in operation at all times during the validation period, as provided in subsection (2).
  - (4) In subsection (3), a reference to doing a thing includes a reference to omitting to do the thing.

