

CP302

Residential Tenancies Act 1987

## **Residential Tenancies Amendment Regulations 2017**

Made by the Governor in Executive Council.

### **1. Citation**

These regulations are the *Residential Tenancies Amendment Regulations 2017*.

### **2. Commencement**

These regulations come into operation as follows —

- (a) regulations 1 and 2 — on the day on which these regulations are published in the *Gazette*;
- (b) the rest of the regulations — when the *Residential Tenancies Amendment Act 2016* section 4 comes into operation.

### **3. Regulations amended**

These regulations amend the *Residential Tenancies Regulations 1989*.

### **4. Regulation 7H amended**

- (1) In regulation 7H(1) after the insertion subclause (3) insert:
  - (4) Use of the Bonds Online eTransactions system is subject to any terms and conditions determined from time to time by the bond administrator and published on the website referred to in subclause (2)(b).

(2) In regulation 7H(2)(c) after the insertion subclause (1A) insert:

- (1B) Use of the Bonds Online eTransactions system is subject to any terms and conditions determined from time to time by the bond administrator and published on the website referred to in subclause (1)(c).

**5. Regulation 12D inserted**

After regulation 12C insert:

**12D. Manner prescribed for purposes of section 79(3)(b) of Act**

For the purposes of section 79(3)(b)(i) of the Act, a notice is made publicly available in the prescribed manner if it is published in a newspaper circulating generally throughout all, or most of, the State.

**6. Regulation 12 replaced**

Delete regulation 12 and insert:

**12E. Information prescribed for section 79(10) of Act**

The following information is prescribed as that to be provided by a lessor who makes an application under section 79(10) of the Act —

- (a) the name and address of the lessor;
- (b) the name of the former tenant;
- (c) for each item sold under section 79(8) of the Act —
  - (i) a short description of the item; and
  - (ii) the amount received for the item; and
  - (iii) the day on which it was sold;
- (d) particulars of the amount claimed by the lessor for —
  - (i) the cost of removing, storing and selling the goods; and
  - (ii) money owing by the tenant under the former tenancy agreement.

**12. Manner prescribed for purposes of section 85(3)(c) of Act**

For the purposes of section 85(3)(c) of the Act, a notice required to be given by a competent court under section 18(2) of the Act is made publicly available in

the prescribed manner if an electronic version of it is published on a website maintained for that purpose by the competent court.

**7. Schedule 4 amended**

- (1) In Schedule 4 Form IAA Part B delete clause 27 and insert:

**REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A PROPOSED ENTRY BY THE LESSOR**

27. If it would unduly inconvenience the tenant for the lessor or property manager to enter the premises as specified in a notice of an intention to enter premises on a particular day, the lessor or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant.

- (2) In Schedule 4 Form IAA Part B clause 51C.2 delete “to, or leaving it at,” and insert:

to

- (3) In Schedule 4 Form IAA Part C delete:

SIGNED BY THE LESSOR/PROPERTY MANAGER

.....  
[Signature of lessor/property manager]

Date: .....

in the presence of:

.....  
[Name of witness]

.....  
[Signature of witness]

SIGNED BY THE TENANT

.....  
[Signature of tenant]

Date: .....

in the presence of:

.....  
[Name of witness]

.....  
[Signature of witness]

and insert:

SIGNED BY THE LESSOR/PROPERTY MANAGER

.....  
[Signature of lessor/property manager]

Date: .....

SIGNED BY THE TENANT

.....  
[Signature of tenant]

Date: .....

- (4) In Schedule 4 Form 1AB Part B delete clause 29 and insert:

**REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A  
PROPOSED ENTRY BY THE LESSOR**

29. If it would unduly inconvenience the tenant for the lessor or property manager to enter the premises as specified in a notice of an intention to enter premises on a particular day, the lessor or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant.

- (5) In Schedule 4 Form 1AB Part B clause 55B.2 delete “to, or leaving it at,” and insert:

to

- (6) In Schedule 4 Form 1AB Part C delete:

SIGNED BY THE LESSOR/PROPERTY MANAGER

.....  
[Signature of lessor/property manager]

Date: .....

in the presence of:

.....  
[Name of witness]

.....  
[Signature of witness]

SIGNED BY THE TENANT

.....  
[Signature of tenant]

Date: .....

in the presence of:

.....  
[Name of witness]

.....  
[Signature of witness]

and insert:

SIGNED BY THE LESSOR/PROPERTY MANAGER

.....  
[Signature of lessor/property manager]

Date: .....

SIGNED BY THE TENANT

.....  
[Signature of tenant]

Date: .....

(7) In Schedule 4 Form IAC delete:

- a bond lodgment form for you to sign (if you are paying a security bond), so that it can be lodged with the Bond Administrator

and insert:

- a receipt for any bond that you have paid

(8) In Schedule 4 Form IAD:

(a) delete:

- a bond lodgment form for you to sign (if you are paying a security bond), so that it can be lodged with the Bond Administrator

and insert:

- a receipt for any bond that you have paid

(b) delete clause 26 and insert:

**REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A  
PROPOSED ENTRY BY THE LESSOR**

26. If it would unduly inconvenience the tenant for the lessor or property manager to enter the premises as specified in a notice of an intention to enter premises on a particular day, the lessor

or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant.

(c) in clause 50C.2 delete “to, or leaving it at,” and insert:

to

(9) In Schedule 4 Form 1C clause 7 delete “30 DAYS” and insert:

60 DAYS

(10) In Schedule 4 delete Forms 2, 3 and 5.

K. H. ANDREWS, Clerk of the Executive Council.