Australian Capital Territory

Residential Tenancies Act 1997

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Authorised by the ACT Parliamentary Counsel

About this republication

The republished law

This is a republication of the *Residential Tenancies Act 1997* (including any amendment made under the *Legislation Act 2001*, part 11.3 (Editorial changes)) as in force on 13 November 2015. It also includes any commencement, amendment, repeal or expiry affecting this republished law to 13 November 2015.

The legislation history and amendment history of the republished law are set out in endnotes 3 and 4.

Kinds of republications

The Parliamentary Counsel's Office prepares 2 kinds of republications of ACT laws (see the ACT legislation register at www.legislation.act.gov.au):

- authorised republications to which the *Legislation Act 2001* applies
- unauthorised republications.

The status of this republication appears on the bottom of each page.

Editorial changes

The *Legislation Act 2001*, part 11.3 authorises the Parliamentary Counsel to make editorial amendments and other changes of a formal nature when preparing a law for republication. Editorial changes do not change the effect of the law, but have effect as if they had been made by an Act commencing on the republication date (see *Legislation Act 2001*, s 115 and s 117). The changes are made if the Parliamentary Counsel considers they are desirable to bring the law into line, or more closely into line, with current legislative drafting practice.

This republication includes amendments made under part 11.3 (see endnote 1).

Uncommenced provisions and amendments

If a provision of the republished law has not commenced, the symbol **U** appears immediately before the provision heading. Any uncommenced amendments that affect this republished law are accessible on the ACT legislation register (www.legislation.act.gov.au). For more information, see the home page for this law on the register.

Modifications

If a provision of the republished law is affected by a current modification, the symbol **M** appears immediately before the provision heading. The text of the modifying provision appears in the endnotes. For the legal status of modifications, see the *Legislation Act 2001*, section 95.

Penalties

At the republication date, the value of a penalty unit for an offence against this law is $150 for an individual and $750 for a corporation (see *Legislation Act 2001*, s 133).

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Australian Capital Territory

Residential Tenancies Act 1997

An Act relating to residential tenancies and occupancy agreements

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Part 1 Preliminary

1 Name of Act

This Act is the *Residential Tenancies Act 1997*.

2 Dictionary

The dictionary at the end of this Act is part of this Act.

Note 1 The dictionary at the end of this Act defines certain terms used in this Act, and includes references (***signpost definitions***) to other terms defined elsewhere.

For example, the signpost definition '***energy efficiency rating statement***—see the *Construction Occupations (Licensing) Act 2004*, s 123AC' means that the term '***energy efficiency rating statement***' is defined in that section and the definition applies to this Act.

Note 2 A definition in the dictionary (including a signpost definition) applies to the entire Act unless the definition, or another provision of the Act, provides otherwise or the contrary intention otherwise appears (see Legislation Act, s 155 and s 156 (1)).

3 Notes

A note included in this Act is explanatory and is not part of this Act.

Note See the Legislation Act, s 127 (1), (4) and (5) for the legal status of notes.

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3A Offences against Act—application of Criminal Code etc

Other legislation applies in relation to offences against this Act.

Note 1 *Criminal Code*

The Criminal Code, ch 2 applies to all offences against this Act (see Code, pt 2.1).

The chapter sets out the general principles of criminal responsibility (including burdens of proof and general defences), and defines terms used for offences to which the Code applies (eg ***conduct***, ***intention***, ***recklessness*** and ***strict liability***).

Note 2 *Penalty units*

The Legislation Act, s 133 deals with the meaning of offence penalties that are expressed in penalty units.

4 Application of Act

This Act does not apply in relation to—

(a) accommodation provided by an approved provider under the *Aged Care Act 1997* (Cwlth); or

(b) premises prescribed by regulation.

Note 1 A reference to an Act includes a reference to the statutory instruments made or in force under the Act, including a regulation (see Legislation Act, s 104).

Note 2 The *Aged Care Act 1997* (Cwlth) is accessible at www.comlaw.gov.au

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Part 1A Meaning of residential tenancy agreement

5 Who is a *lessor*?

(1) A person is a ***lessor*** if the person grants a right of occupation under a residential tenancy agreement.

(2) ***Lessor*** includes a prospective lessor.

6 Who is a *tenant*?

(1) A person is a ***tenant*** if the person has a right of occupation under a residential tenancy agreement.

(2) ***Tenant*** includes a prospective tenant.

6A What is a *residential tenancy agreement*?

(1) An agreement is a ***residential tenancy agreement*** if, under the agreement—

(a) a person gives someone else (the ***tenant***) a right to occupy stated premises; and

(b) the premises are for the tenant to use as a home (whether or not together with other people); and

(c) the right is given for value.

(2) The agreement may be—

(a) express or implied; or

(b) in writing, oral, or partly in writing and partly oral.

(3) The right to occupy may be—

(a) exclusive or not exclusive; and

(b) given with a right to use facilities, furniture or goods.

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(4) This section is subject to the following sections:

- section 6D (Certain kinds of agreements not residential tenancy agreements)
- section 6E (Certain people given right of occupation not tenants)
- section 6F (Certain kinds of premises mean no residential tenancy agreement).

6B Residential tenancy agreement if agreement written and says it is residential tenancy agreement

Despite section 6A (4), an agreement is a residential tenancy agreement if it—

(a) complies with section 6A (1) to (3); and

(b) is in writing; and

(c) expressly states that it is a residential tenancy agreement.

6C Residential tenancy agreement if agreement part of employment

Despite section 6A (4), an agreement mentioned in section 6A (1) to (3) is a residential tenancy agreement if the person who is given the right to occupy the premises occupies the premises as the person's home under the terms and conditions of the person's employment.

6D Certain kinds of agreements not residential tenancy agreements

(1) A residential tenancy agreement does not include an agreement—

(a) arising under a mortgage entered into honestly in relation to the premises; or

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(b) arising under a scheme if—

(i) a group of adjacent premises is owned by a company; and

(ii) the tenants who have rights to occupy the adjacent premises are people who jointly have a controlling interest in the company; or

(c) entered into honestly to provide a right to occupy the premises for a holiday; or

(d) prescribed by regulation.

(2) This section is subject to the following sections:

- section 6B (Residential tenancy agreement if agreement written and says it is residential tenancy agreement)
- section 6C (Residential tenancy agreement if agreement part of employment).

6E Certain people given right of occupation not tenants

(1) A residential tenancy agreement does not include an agreement for the right to occupy premises if the person given the right of occupation is—

(a) a party to an agreement entered into honestly for the sale or purchase of the premises; or

(b) a boarder or lodger; or

(c) a person prescribed by regulation.

(2) This section is subject to the following sections:

- section 6B (Residential tenancy agreement if agreement written and says it is residential tenancy agreement)
- section 6C (Residential tenancy agreement if agreement part of employment).

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6F Certain kinds of premises mean no residential tenancy agreement

(1) A residential tenancy agreement does not include an agreement for the right to occupy premises if the premises are—

(a) a caravan or mobile home in a mobile home park; or

(b) a hotel or motel; or

(c) used for a club; or

(d) on the campus of an educational institution; or

(e) prescribed by regulation.

Note This Act does not apply to nursing homes, hostels for aged or disabled people or other prescribed premises (see s 4).

(2) This section is subject to the following sections:

- section 6B (Residential tenancy agreement if agreement written and says it is residential tenancy agreement)
- section 6C (Residential tenancy agreement if agreement part of employment).

7 When does residential tenancy agreement start?

A residential tenancy agreement starts on the earliest of the following days:

(a) the day stated in the agreement;

(b) the 1st day both parties have signed the agreement and received a copy signed by the other;

(c) the day the tenant takes possession of the premises;

(d) the 1st day the lessor receives rent from the tenant.

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Part 2 Residential tenancy agreements

Division 2.1 Terms of agreement

8 Standard residential tenancy terms

(1) A residential tenancy agreement—

(a) must contain, and is taken to contain, terms to the effect of the standard residential tenancy terms mentioned in schedule 1; and

(b) if the lessor and tenant agree—may contain a fair clause for posted people; and

(c) may contain any other term—

(i) that is consistent with the standard residential tenancy terms; or

(ii) that is inconsistent with a standard residential tenancy term if the term has been endorsed by the ACAT under section 10.

(2) In this section:

fair clause for posted people means the following clause:

Termination because of posting

(1) The tenancy agreement may be terminated—

(a) if the lessor is posted to Canberra in the course of the lessor's employment—by the lessor giving the tenant at least 4 weeks written notice; or

(b) if the tenant is posted away from Canberra in the course of the tenant's employment—by the tenant giving the lessor at least 4 weeks written notice.

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(2) The tenancy ends—

(a) 4 weeks after the day a notice is received under subclause (1); or

(b) if a later date is stated in the notice—on the stated date.

9 Inconsistent tenancy terms void

(1) A term of a residential tenancy agreement is void if—

(a) it is inconsistent with a standard residential tenancy term; and

(b) it has not been endorsed by the ACAT under section 10.

(2) A term of a residential tenancy agreement is void if it is inconsistent with this Act (other than a standard residential tenancy term).

10 Endorsement of inconsistent tenancy terms by ACAT

(1) The parties to a residential tenancy agreement may apply in writing to the ACAT for endorsement of a term of the agreement (the ***inconsistent term***) that is inconsistent with a standard residential tenancy term.

(2) If the parties apply for endorsement of the inconsistent term, the ACAT must do 1 of the following:

(a) endorse the inconsistent term;

(b) substitute the equivalent standard residential tenancy term for the inconsistent term.

(3) In making a decision under subsection (2), the ACAT must consider—

(a) the criteria determined under subsection (6); and

(b) whether the inclusion of the inconsistent term in the residential tenancy agreement was obtained by fraud or undue influence.

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(4) The ACAT must not endorse a term that is inconsistent with this Act (other than a standard residential tenancy term).

(5) The ACAT must not endorse a term mentioned in section 15 (5) in relation to a tenant unless satisfied that the tenant owes an amount to the housing commissioner.

(6) The Minister may determine criteria for subsection (3) (a).

(7) A determination is a disallowable instrument.

Note A disallowable instrument must be notified, and presented to the Legislative Assembly, under the Legislation Act.

Division 2.2 Precontractual obligations

11 Compliance

(1) A lessor or tenant, or the agent of a lessor or tenant, must comply with his or her obligations under this division before the residential tenancy agreement commences.

(2) A person is taken to have complied with an obligation under this division to provide certain information if that information is set out in the residential tenancy agreement being signed by the tenant.

11A Energy efficiency rating—advertising

(1) A person commits an offence if—

(a) the person publishes an advertisement for the lease of premises; and

(b) the advertisement does not contain a statement of any existing energy efficiency rating of the habitable part of the premises.

Maximum penalty: 5 penalty units.

(2) Subsection (1) does not apply if the person has a reasonable excuse.

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(3) A person commits an offence if—

(a) the person publishes an advertisement for the lease of premises; and

(b) the advertisement includes a statement of the energy efficiency rating of the habitable part of the premises; and

(c) the statement is false or misleading.

Maximum penalty: 5 penalty units.

(4) Subsection (3) does not apply if the person has a reasonable excuse.

(5) Also, subsection (3) (c) does not apply if the statement is not false or misleading in a material particular.

(6) An offence against this section is a strict liability offence.

(7) In this section:

existing energy efficiency rating, of the habitable part of premises, means the energy efficiency rating, or the most recent energy efficiency rating, prepared for the premises for the purpose of a sale or leasing of the premises.

publish means communicate or distribute information in a way or to an extent that makes it available to, or likely to come to the notice of, the public or a section of the public.

12 Lessor's obligations

(1) The lessor must give the tenant a copy of the proposed residential tenancy agreement and, if they are not included in the copy of the agreement, the standard residential tenancy terms, and allow the tenant a reasonable time to consider the proposed agreement.

(2) A copy of a residential tenancy agreement provided under subsection (1) that contains a provision that is inconsistent with a standard residential tenancy term must be annotated in a way that

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draws the attention of the tenant to the provision and the fact that it is inconsistent with a standard residential tenancy term.

(3) The lessor must provide the tenant with the following information:

(a) the lessor's full name;

(b) an address for service on the lessor and at which the lessor can be contacted by the tenant;

(c) for the premises that are the subject of the proposed residential tenancy agreement—

(i) a copy of an energy efficiency rating statement (if any) for the habitable part of the premises; or

(ii) a copy of a fresh energy efficiency rating statement for the habitable part of the premises if—

(A) building work under the *Building Act 2004*, section 6 has been carried out on the premises that affects the energy efficiency rating of the habitable part of the premises; and

(B) before the building work was carried out, an energy efficiency rating statement had been prepared for the habitable part of the premises;

(d) if the premises are crisis accommodation provided by a declared crisis accommodation provider—a statement explaining that the lessor can terminate the agreement on 4 weeks notice if the lessor needs the premises to use as crisis accommodation for someone other than the tenant;

(e) if there is an asbestos assessment report for the premises and the lessor can obtain a copy of the report after taking reasonable steps—a copy of the report;

(f) if there is no asbestos assessment report for the premises or the lessor cannot obtain the asbestos assessment report for the

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premises after taking reasonable steps—an asbestos advice for the premises.

(4) In this section:

asbestos advice—see the *Dangerous Substances Act 2004*, section 47J.

asbestos assessment report, for premises—see the *Dangerous Substances Act 2004*, section 47K.

declared crisis accommodation provider means a crisis accommodation provider declared under section 126.

13 Tenant's obligations

The tenant must provide the lessor with the tenant's full name.

14 Agent's obligations

The agent of a lessor or tenant must provide the tenant or lessor, as the case requires, with the following information:

(a) the agent's full name;

(b) the fact that he or she is the agent of the lessor or tenant;

(c) if the agent is a company—the name of a company employee who can be contacted in relation to the residential tenancy agreement.

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Division 2.3 Consideration

15 Rent or a bond only

(1) In consideration for giving a tenant a right to occupy premises, a lessor may only require or accept rent or a bond.

(2) A lessor must not require or accept any consideration for—

(a) agreeing to enter into, extend or renew a residential tenancy agreement; or

(b) agreeing to the assignment or transfer of a tenant's rights and obligations under a residential tenancy agreement; or

(c) consenting to a tenant entering into, extending or renewing a residential tenancy agreement with a subtenant; or

(d) vacating premises; or

(e) giving a tenant a key to premises; or

(f) informing a tenant about the availability of premises for occupation under a residential tenancy agreement.

(3) For subsection (1), a requirement that a tenant make alterations, improvements or repairs to the premises is taken to be consideration.

(4) In subsection (1), a reference to a ***bond*** includes a reference to a guarantee or an indemnity under section 16.

(5) This Act does not prevent the housing commissioner from requiring a tenant to agree to pay an outstanding amount owed by the tenant to the housing commissioner in relation to a previous tenancy in consideration for giving the tenant a right to occupy premises if the ACAT has, under section 10, endorsed the term of the residential tenancy agreement requiring the payment.

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(6) The inclusion in a residential tenancy agreement of a term requiring payment of an outstanding amount owed by the tenant to the housing commissioner does not prevent—

(a) the commissioner and the tenant agreeing to the tenant repaying the outstanding amount over a period of time longer than the period set out in the term; or

(b) the commissioner from taking action against the tenant in relation to the outstanding amount.

16 Alternative to a bond—guarantee or indemnity

(1) Subject to subsection (2), in addition to or in place of a bond, a lessor may accept either a guarantee or an indemnity for the performance of a tenant's obligations under a residential tenancy agreement.

(2) A guarantee or an indemnity under subsection (1) is only enforceable against the guarantor or indemnifier—

(a) if it is in addition to a bond—to the extent of the difference between the maximum amount that would have been payable by the tenant as a bond and the amount that is payable by the tenant as a bond; or

(b) if it is in place of a bond—to the extent of the maximum amount that would have been payable by the tenant as a bond.

18 Holding deposits

(1) A lessor must not require or accept a holding deposit.

(2) An agreement to pay a holding deposit is void, and any amount paid under an agreement to pay a holding deposit is recoverable as a debt owing by the person to whom the amount was paid to the person who paid the amount.

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(3) In this section:

holding deposit means an amount paid or payable by a tenant to a lessor in consideration for the lessor not entering into a residential tenancy agreement with a third party in relation to premises pending the tenant entering into a residential tenancy agreement with the lessor in relation to the premises.

Division 2.4 Lessor's obligations on signing agreement

19 Copy of agreement to be given to tenant

(1) After a residential tenancy agreement has been signed by both parties to the agreement, the lessor must give the tenant a copy of the signed agreement.

(2) A lessor is taken to have complied with subsection (1) only if the lessor gives the copy to the tenant within 3 weeks after the lessor receives the agreement signed by the tenant.

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Part 3 Bonds

Division 3.1 Payment of bonds

20 Maximum amount payable

A lessor may only require or accept as a bond an amount of not more than the first 4 weeks of rent payable under the residential tenancy agreement.

21 Only 1 bond per residential tenancy agreement

A lessor may only require or accept 1 bond in relation to a residential tenancy agreement.

22 Successive residential tenancy agreements

If—

(a) a bond is being held in relation to a residential tenancy agreement that terminates or is terminated (the ***first agreement***); and

(b) 1 or more of the tenants under the first agreement continue to occupy the premises under a second successive residential tenancy agreement (the ***second agreement***);

the lessor must not require or accept a bond in relation to the second agreement unless the bond in relation to the first agreement is the subject of an application for release under section 32.

Division 3.2 Depositing bond

23 Deposit of bond by lessor

(1) The tenant must pay the bond to the lessor.

(2) Subsection (1) does not apply if the lessor and tenant agree that the tenant will deposit the bond with the Territory.

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(3) If the tenant pays the bond to the lessor and not to the lessor's agent, the lessor must, before the prescribed period ends, deposit with the Territory—

(a) the amount of the bond; and

(b) a notice in accordance with section 25.

Maximum penalty: 20 penalty units.

(4) If the tenant pays the bond to the lessor's agent, the agent must, before the prescribed period ends, deposit with the Territory—

(a) the amount of the bond; and

(b) a notice in accordance with section 25.

Maximum penalty: 20 penalty units.

(5) An offence against this section is a strict liability offence.

(6) In this section:

prescribed period means—

(a) 2 weeks after the day the lessor receives the bond; or

(b) if another period is prescribed by regulation—the prescribed period.

24 Deposit of bond by tenant

(1) If the lessor and the tenant agree to the tenant depositing the bond with the Territory, the tenant must deposit with the Territory—

(a) the amount of the bond; and

(b) a notice in accordance with section 25.

(2) Unless the lessor and the tenant otherwise agree, the tenant is not entitled to possession of the premises until the tenant has produced to the lessor evidence that the bond has been deposited.

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(3) For subsection (2)—

(a) production of the original receipt issued by the Territory is sufficient; or

(b) receipt by the lessor from the Territory of a copy of the notice mentioned in subsection (1) (b) is sufficient.

25 Notice accompanying deposit

A notice under section 23 (3) (b) or section 24 (1) (b) must specify—

(a) the names of and addresses for service on the lessor and the tenant; and

(b) the address of the premises that are the subject of the residential tenancy agreement; and

(c) the rent payable under the residential tenancy agreement; and

(d) the amount of bond being deposited.

Note If a form is approved under s 133 (Approved forms—Minister) for a notice, the form must be used.

26 Acknowledgment of receipt of bond money

(1) If the Territory accepts an amount of bond tendered by a lessor under section 23 (3), the Territory must—

(a) issue to the lessor a receipt for that amount; and

(b) give the tenant a copy of the notice mentioned in section 23 (3) (b).

(2) If the Territory accepts an amount of bond tendered by a tenant under section 24 (1), the Territory must—

(a) issue to the tenant a receipt for that amount; and

(b) give the lessor a copy of the notice mentioned in section 24 (1) (b).

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27 Payment of bond money into trust account

(1) The Territory must pay all bond money received by it under this part to the credit of the trust account.

(2) Subject to any order of the ACAT, an amount paid to the credit of the trust account in accordance with subsection (1) must be applied only in the payment of bond money in accordance with section 34 or section 35 (2).

28 Interest on amounts in trust account

(1) This section applies to interest from the investment of any amount paid to the credit of the trust account under this part.

(2) The director-general must pay the interest into the interest trust account or the ACAT trust account.

Note The *ACT Civil and Administrative Tribunal Act 2008*, s 115C sets out how amounts paid into the ACAT trust account may be used.

(3) The director-general may transfer amounts from the interest trust account to the ACAT trust account.

(4) Interest paid into the interest trust account may be applied for the following purposes:

(a) providing lessor and tenant information programs;

(b) providing dispute resolution services for residential tenancy disputes;

(c) facilitating assistance in the provision of residential accommodation, whether or not the accommodation is provided under this Act;

(d) researching issues of concern to lessors and tenants;

(e) reimbursing the costs incurred by the commissioner in instituting, defending or taking over proceedings in relation to tenancy disputes;

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(f) reimbursing the Territory the cost of administering this Act.

(5) In this section:

interest—see the *Financial Management Act 1996*, dictionary.

interest trust account means the trust bank account maintained by the director-general of the administrative unit responsible for administering this Act in accordance with the *Financial Management Act 1996*, section 51.

Division 3.3 Condition of premises and deductions from bond

29 Condition reports

(1) A lessor must, not later than the day after the tenant takes possession of the premises, give the tenant 2 copies of a report about the state of repair or general condition of the premises, and of any goods leased with the premises, on the day the tenant is given the report.

(2) A report under subsection (1) must be signed by the lessor.

(3) The tenant must, within 2 weeks after receiving the copies of the report mentioned in subsection (1), return 1 copy to the lessor, either—

(a) signed by the tenant; or

(b) endorsed with a statement, signed by the tenant, indicating whether the tenant agrees or disagrees with the whole of the report or with specified parts of it.

(4) If the tenant returns the copy signed but without further endorsement, the tenant is taken to have agreed with the whole of the report.

(5) To remove any doubt, a condition report for premises may, but need not, contain a list of items at the premises, other than goods leased with the premises.

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30 Evidence of condition of premises

(1) If section 29 (1) and (3) have been complied with, a statement in a report mentioned in section 29 about the state of repair or general condition of the premises, and of any goods leased with the premises, (other than a statement in relation to which the tenant, by endorsement, has indicated disagreement) is evidence of that state of repair or general condition on the day the tenant was given the report.

(2) If only section 29 (1) has been complied with, a statement in a report mentioned in section 29 about the state of repair or general condition of the premises, and of any goods leased with the premises, is evidence of that state of repair or general condition on the day the tenant was given the report.

(3) If section 29 (1) has not been complied with, evidence by the tenant about the state of repair or general condition of the premises, and of any goods leased with the premises, is evidence of that state of repair or general condition on the day the tenant took possession of the premises.

31 Deductions from bond

A lessor is entitled to deduct from the bond paid under the residential tenancy agreement any of the following:

(a) the cost of repairs to, or the restoration of, the premises or goods leased with the premises as a result of damage (other than fair wear and tear) caused by the tenant;

(b) any rent owing and payable under the residential tenancy agreement at the time the agreement terminates or is terminated;

(c) the cost of replacing any fuel (such as gas, oil or wood) supplied to the premises by the lessor at the commencement or during the course of the tenancy;

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(d) any reasonable amount (not greater than the costs incurred) for the cost of legal fees incurred by the lessor in assigning or transferring a tenant's rights under a residential tenancy agreement;

(e) any amount expressed in a term of the agreement to be deductible by the lessor from the bond, if the term is endorsed by the ACAT under section 10.

Division 3.4 Release of bond money

32 Application for release

(1) Application to the Territory for payment out of the trust account of an amount of bond paid under a residential tenancy agreement may be made by—

(a) the lessor; or

(b) the tenant; or

(c) the lessor and the tenant jointly.

Note If a form is approved under s 133 (Approved forms—Minister) for an application, the form must be used.

(2) If an application is made by a person under subsection (1) in relation to a residential tenancy agreement, the person may only make a further application in relation to the same agreement with the director-general's permission.

(3) An application may be made before the termination of the residential tenancy agreement only if it is—

(a) a joint application; or

(b) made by the lessor for payment to the tenant, or by the tenant for payment to the lessor, of the total amount of the bond paid under the agreement; or

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(c) in accordance with an order of the ACAT specifying that money is to be paid from an amount of bond.

33 Notification of application

If an application (other than a joint application) is made under section 32 by a lessor or a tenant, the Territory must give written notice of the receipt of the application to the tenant or the lessor.

34 Release if no dispute or if order

(1) If—

(a) a joint application is made under section 32; or

(b) a tenant or lessor who has been given notice of an application under section 33 does not notify the Territory in writing within 2 weeks after being given the notice that the tenant or lessor disputes the application; or

(c) an application is for payment in accordance with an order of the ACAT specifying an amount of money is to be paid from an amount of bond;

the Territory must pay out of the trust account an amount of bond in accordance with the application.

(2) The amount paid out of the trust account under subsection (1) in relation to an application must not exceed the amount of bond paid into the trust account in relation to the residential tenancy agreement.

35 Disputes about all or part of bond

(1) This section applies if—

(a) a tenant or lessor is given a notice (a ***notice of application***) about an application under section 33; and

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(b) the tenant or lessor gives the Territory a written notice (a ***notice of dispute***) disputing the application within 2 weeks after the day the notice of application is given to the tenant or lessor.

(2) The Territory must refer the application and notice of dispute to the ACAT as a tenancy dispute.

(3) However, the Territory need not refer the application and notice of dispute to the ACAT if the application is in accordance with an order of the ACAT stating that an amount is to be paid from an amount of bond.

(4) If a notice of dispute relates to only part of an amount of bond claimed, the Territory must, before referring the application and notice of dispute to the ACAT, release the amount of the bond that is not in dispute to the appropriate person.

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Part 4 Termination of residential tenancy agreements

Division 4.1 General

36 Termination

Despite anything to the contrary in any territory law, a residential tenancy agreement must not terminate or be terminated other than in the following circumstances:

(a) if a fixed term agreement ends and the tenant vacates the premises on or after the end of the agreement;

(b) if a tenant notifies the lessor in the form approved under section 133 (Approved forms—Minister) for a termination notice, and vacates the premises in accordance with the notice;

(c) if the ACAT terminates an agreement under division 4.3 or division 4.4;

(d) if the ACAT makes a termination and possession order in relation to the premises that are the subject of the agreement under division 4.4 or division 4.5;

(e) if the tenant abandons the premises that are the subject of the agreement;

(f) if a person takes action in accordance with section 64;

(g) if the tenant and lessor agree in writing to terminate the agreement and the tenant vacates the premises in accordance with the agreement to terminate;

(h) if the tenant and the lessor are the same person;

(i) if—

(i) a party to the agreement repudiates the agreement; and

(ii) the other party accepts the repudiation; and

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(iii) the tenant vacates the premises;

(k) for crisis accommodation—if the lessor—

(i) gives the tenant 4 weeks notice to terminate the agreement; and

(ii) has given the tenant information about alternative accommodation; and

(iii) needs the premises to use as crisis accommodation for someone other than the tenant;

(l) if a party to the agreement terminates the agreement under section 64AA because the premises are affected residential premises;

Note ***Affected residential premises***—see the dictionary.

(m) if a party to the agreement terminates the agreement under section 64AB because the premises are an eligible impacted property.

Note ***Eligible impacted property***—see the *Civil Law (Sale of Residential Property) Act 2003*, s 9A (1).

37 Entry for eviction purposes

(1) A person must not enter premises or any part of premises of which someone else has prescribed possession for the purpose of recovering possession of the premises or part except in accordance with a warrant issued by the registrar, an order or a warrant of the ACAT or an order or judgment of the Supreme Court.

(2) Subject to subsection (3), if a person enters premises in contravention of subsection (1) (the ***offender***), the ACAT must, on application, order the offender to pay to the person who had prescribed possession of the premises the compensation that the ACAT considers appropriate.

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(3) In considering how much compensation is appropriate for subsection (2), the ACAT must consider whether the lessor reasonably believed that the premises had been abandoned by the tenant.

(4) If an offender mentioned in subsection (2) is not the lessor but is acting on behalf of a lessor with the lessor's consent, the ACAT must make any order for compensation that it would otherwise have made against the offender against the lessor.

(5) For this section, the following possession is prescribed:

(a) possession under a residential tenancy agreement;

(b) possession as a former tenant continuing to reside in the premises.

38 General duty to mitigate

A person who, apart from this section, would be entitled to compensation under this Act is not entitled to the compensation, or part of it, if the loss, or part of the loss, to be compensated could have been reasonably avoided.

39 Content of termination and possession orders

(1) If the ACAT makes a termination and possession order the order must specify the following:

(a) the date the tenancy terminates;

(b) that the tenant must vacate the premises on or before the date of termination;

(c) either that, should the tenant fail to vacate the premises as specified—

(i) the lessor may request the registrar to issue a warrant for the eviction of the former tenant; or

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(ii) the termination and possession order has effect as if it were a warrant for eviction.

(2) If a termination and possession order specifies that it has effect as if it were a warrant for eviction issued by the ACAT under division 4.2, the order must comply with section 40.

Division 4.2 Warrants for eviction

40 Content of warrant

(1) A warrant issued under this part must—

(a) authorise any police officer to take appropriate action, with any necessary and reasonable assistance, to evict a named person, or a named person and everyone else on the premises, within the period stated in the warrant; and

(b) require a police officer to give the named person not less than 2 days notice of the proposed eviction.

(2) Subsection (1) (b) does not apply if the registrar believes on reasonable grounds that—

(a) there are exceptional circumstances; and

(b) it would be inappropriate to give the notice required by subsection (1) (b).

(3) A regulation may prescribe what is, or is not, appropriate action to be taken under a warrant.

41 Unconditional orders

On request, the registrar must issue a warrant for the eviction of a person if—

(a) the ACAT has made an unconditional termination and possession order; and

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(b) the person continues to reside at the premises in contravention of that order.

42 Conditional orders

(1) This section applies to a conditional termination and possession order.

Note A ***conditional termination and possession order*** is made under s 49 (4) (see also dict).

(2) The order expires on the date stated by the ACAT in the order.

(3) The expiry day must not be more than 1 year after the day the order is made.

(4) However, subsection (3) does not apply if the ACAT believes on reasonable grounds that—

(a) there are exceptional circumstances; and

(b) it would be inappropriate to state an expiry day in accordance with subsection (3).

42A Failure to comply with conditional order

(1) A lessor may apply to the registrar for a warrant for the eviction of a person if—

(a) the ACAT has issued a conditional termination and possession order; and

(b) the order has not expired; and

(c) the lessor satisfies the registrar that the condition has been satisfied; and

(d) the person to whom the order was directed continues to live at the premises.

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(2) On receiving an application for a warrant, the registrar must—

(a) list the application for hearing before the ACAT not earlier than 1 week after the day the notice under paragraph (b) is given to the person; and

(b) give notice to the person to whom the conditional termination and possession order is directed stating—

(i) that an application for a warrant for eviction has been made; and

(ii) the time when, and the place where, the application is to be heard; and

(iii) that the person should seek legal advice about the application if the person wants to continue to live at the premises.

42B Hearing of application

(1) An application under section 42A must be decided as if it were an application under section 49 for a termination and possession order.

(2) After considering the application and hearing the parties who attend the hearing, the ACAT must—

(a) allow the application; or

(b) dismiss the application.

(3) If the ACAT allows the application, the ACAT must direct the registrar to issue a warrant for the eviction of the person.

(4) If the ACAT dismisses the application, the ACAT may—

(a) confirm the conditional termination and possession order; or

(b) make another conditional termination and possession order; or

(c) set aside the conditional termination and possession order.

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Division 4.3 Termination initiated by tenant

43 Breach of standard residential tenancy terms

(1) On application by a tenant, the ACAT may terminate a residential tenancy agreement if satisfied that—

(a) the lessor has breached the standard residential tenancy terms; and

(b) the breach of the standard residential tenancy terms was not in accordance with a term of the residential tenancy agreement endorsed by the ACAT; and

(c) the breach justifies the termination of the tenancy.

(2) If—

(a) the ACAT decides to terminate a residential tenancy agreement in accordance with subsection (1); and

(b) the ACAT is satisfied that—

(i) the tenant would suffer significant hardship if the agreement were not terminated within 2 weeks after the making of the decision to terminate; and

(ii) that hardship would be greater than the hardship the lessor would suffer if the tenancy were terminated within 2 weeks after that day;

the ACAT must order that the agreement be terminated at a specified time within 2 weeks after the making of the decision to terminate the tenancy.

(3) If—

(a) the ACAT decides to terminate a residential tenancy agreement in accordance with subsection (1); and

(b) the ACAT is not satisfied in relation to the matters mentioned in subsection (2) (b);

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the ACAT must order that the agreement be terminated at a specified time not less than 2 weeks after the making of the decision to terminate.

44 Significant hardship

(1) On application by a tenant, the ACAT may terminate a fixed term agreement in accordance with this section if satisfied that—

(a) the tenant would suffer significant hardship were the agreement to continue; and

(b) the level of hardship is such that it is appropriate and just to terminate the agreement during its fixed term.

(2) If—

(a) the ACAT decides to terminate a residential tenancy agreement in accordance with this section; and

(b) the ACAT is satisfied that—

(i) the tenant would suffer significant hardship if the agreement were not terminated within 8 weeks after the making of the decision to terminate; and

(ii) that hardship would be greater than the hardship the lessor would suffer if the agreement were terminated within 8 weeks after that day;

the ACAT must—

(c) specify the day, less than 8 weeks after the making of the decision to terminate, when the termination is to happen; and

(d) give the lessor the notice of the proposed termination that is reasonable in the circumstances.

(3) If—

(a) the ACAT decides to terminate a residential tenancy agreement in accordance with this section; and

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(b) the ACAT is not satisfied about the matters mentioned in subsection (2) (b);

the ACAT must—

(c) taking into consideration the need to comply with paragraph (d), specify the day, not less than 8 weeks after the making of the decision to terminate, when the termination is to happen; and

(d) give the lessor not less than 8 weeks notice of the proposed termination.

45 Damage, injury or intention to damage or injure

On application by a tenant, the ACAT may terminate a residential tenancy agreement effective immediately if satisfied that the lessor has intentionally or recklessly caused or permitted, or is likely to so cause or permit—

(a) serious danger to the premises or to property of the tenant; or

(b) injury to the tenant or a member of the tenant's family.

46 False or misleading statements

On application by a tenant, the ACAT may terminate a residential tenancy agreement if satisfied that the agreement was induced by a false or misleading statement of the lessor.

Division 4.4 Termination initiated by lessor

47 No breach of standard residential tenancy terms

(1) On application by a lessor, the ACAT may make a termination and possession order if satisfied that—

(a) a ground for termination exists under the standard residential tenancy terms (other than for a breach of the standard residential tenancy terms); and

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(b) the lessor has served a termination notice on the tenant based on that ground; and

(c) the tenant has not vacated the premises as required by the termination notice.

(2) If—

(a) the ACAT makes an order under subsection (1); and

(b) the ACAT is satisfied that—

(i) were the order not suspended for a specified period of no more than 3 weeks the tenant would suffer significant hardship; and

(ii) that hardship would be greater than the hardship that would be suffered by the lessor if the order were suspended for the specified period;

the ACAT may suspend the operation of the termination and possession order for a specified period of no more than 3 weeks.

48 Certain breaches of standard residential tenancy terms

(1) On application by a lessor, the ACAT may make a termination and possession order if—

(a) satisfied that—

(i) the tenant has breached the standard residential tenancy terms (other than by failing to pay rent that has become payable); and

(ii) the lessor has served a termination notice on the tenant based on the breach; and

(iii) the tenant did not vacate the premises in accordance with the notice; and

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(iv) the breach of the standard residential tenancy terms was not in accordance with a term of the residential tenancy agreement endorsed by the ACAT; and

(v) the breach justifies the termination of the tenancy; or

(b) the ACAT—

(i) has made an order under section 83 (b); and

(ii) is satisfied that the tenant has breached that order; and

(iii) is satisfied that the breach justifies the termination of the tenancy.

(2) The ACAT may, if satisfied that it is appropriate and just to do so in relation to an application mentioned in subsection (1)—

(a) refuse to make a termination and possession order if—

(i) the tenant has remedied the relevant breach; or

(ii) the tenant undertakes to remedy the breach within a reasonable specified period and is reasonably likely to do so; or

(b) make a termination and possession order but suspend it for a period of no more than 3 weeks if satisfied that—

(i) were the order not suspended for a specified period of no more than 3 weeks the tenant would suffer significant hardship; and

(ii) that hardship would be greater than the hardship that would be suffered by the lessor if the order were suspended for the specified period.

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49 Failure to pay rent

(1) On application by a lessor, the ACAT may make a termination and possession order if—

(a) the tenant has failed to pay rent that has become payable under the residential tenancy agreement; and

(b) the lessor has served a termination notice on the tenant on the basis of the failure to pay rent; and

(c) the tenant has not vacated the premises in accordance with the notice.

(2) If a lessor has made an application under subsection (1), the ACAT may refuse to make a termination and possession order if—

(a) the tenant has paid any rent that has become payable and is, in the ACAT's opinion, reasonably likely to pay future rent as it becomes payable; and

(b) the ACAT considers it just and appropriate to do so.

(3) Subsection (4) applies if—

(a) the tenant is, in the ACAT's opinion, reasonably likely to pay the rent that has become payable as well as pay future rent as it becomes payable; and

(b) the tenant agrees to pay the rent that has become payable, and undertakes to pay future rent as it becomes payable, as required by the ACAT.

(4) Instead of making a termination and possession order under subsection (1), the ACAT may order (***conditional termination and possession order***) that if the tenant fails to pay the rent that has become payable, or future rent as it becomes payable, as required by the ACAT—

(a) the tenancy terminates at a stated hour on the day after the day when any rent becomes payable and is not paid; and

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(b) the lessor becomes entitled to possession of the premises and all rent payable is payable immediately.

(5) If—

(a) the ACAT makes an order under subsection (1); and

(b) the ACAT is satisfied that—

(i) were the order not suspended for a specified period of no more than 3 weeks the tenant would suffer significant hardship; and

(ii) that hardship would be greater than the hardship that would be suffered by the lessor if the order were suspended for the specified period;

the ACAT may suspend the operation of the termination and possession order for a specified period of no more than 3 weeks.

50 Significant hardship

(1) On application by a lessor, the ACAT may make a termination and possession order in relation to premises occupied under a fixed term agreement if satisfied that—

(a) the lessor would suffer significant hardship if the ACAT did not make the order; and

(b) that hardship would be greater than the hardship the tenant would suffer if the ACAT made the order.

(2) If—

(a) the ACAT decides to terminate a residential tenancy agreement in accordance with this section; and

(b) the ACAT is satisfied that—

(i) the lessor would suffer significant hardship if the agreement were not terminated within 8 weeks after the making of the decision to terminate; and

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(ii) that hardship would be greater than the hardship the tenant would suffer if the agreement were terminated within 8 weeks after that day;

the ACAT must—

(c) specify the day, less than 8 weeks after the making of the decision to terminate, when the termination is to happen; and

(d) give the tenant the notice of the proposed termination that is reasonable in the circumstances.

(3) If—

(a) the ACAT decides to terminate a residential tenancy agreement in accordance with this section; and

(b) the ACAT is not satisfied about the matters mentioned in subsection (2) (b);

the ACAT must—

(c) taking into consideration the need to comply with paragraph (d), specify the day, not less than 8 weeks after the making of the decision to terminate, when the termination is to happen; and

(d) give the tenant no less than 8 weeks notice of the proposed termination.

51 Damage, injury or intention to damage or injure

On application by a lessor, the ACAT may make a termination and possession order effective immediately if satisfied that the tenant has intentionally or recklessly caused or allowed, or is likely to cause or allow—

(a) serious damage to the premises or to other property of the lessor; or

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(b) if the lessor is an individual—injury to the lessor or a member of the lessor's family; or

(c) if the lessor is a corporation—injury to a representative of the corporation or a member of a representative's family; or

(d) serious or continuous interference with the quiet enjoyment of nearby premises by an occupier of the premises.

52 False or misleading statements

On application by a lessor, the ACAT may make a termination and possession order if satisfied that the residential tenancy agreement was induced by a false or misleading statement of the tenant.

53 Employer-provided accommodation

(1) On application by a lessor, the ACAT may make a termination and possession order if satisfied that—

(a) the residential tenancy agreement was entered into as part of a contract of employment; and

(b) the tenant has, since the agreement was entered into, ceased to be employed by the lessor; and

(c) the lessor requires the premises to accommodate another employee.

(2) If a residential tenancy agreement is entered into between a university and—

(a) a visiting academic; or

(b) a staff member; or

(c) a contract employee; or

(d) a postgraduate student; or

(e) an undergraduate student; or

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(f) a person undertaking an approved course of study;

and a person of the kind mentioned in paragraphs (a) to (f) ceases to be a person of that kind, on application by the university, the ACAT may make a termination and possession order.

(3) If the ACAT makes an order under subsection (1) or (2), the ACAT must give the tenant no less than 4 weeks notice of the termination of the tenancy.

54 Purported assignment or subletting

(1) On application by a lessor, the ACAT may make a termination and possession order if satisfied that—

(a) the tenant purported to assign or sublet the premises in contravention of the standard residential tenancy terms; and

(b) the purported assignment or subletting was not in accordance with a term of the residential tenancy agreement endorsed by the ACAT; and

(c) the lessor served a termination notice on the tenant on the basis of the purported assignment or subletting; and

(d) the premises have not been vacated.

(2) Even though the ACAT is satisfied about the matters mentioned in subsection (1) (a), (b) and (c), the ACAT may, if satisfied that it is appropriate to do so—

(a) if the purported assignee or sublessee vacates the premises—refuse the application for a termination and possession order; or

(b) make a termination and possession order contingent on the failure of the purported assignee or sublessee to vacate the premises by a day specified in the order, by which the purported assignee or sublessee has undertaken to vacate the premises; or

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(c) make a termination and possession order but suspend the operation of the order for a specified period of no more than 3 weeks from the date of making the order if—

(i) the purported assignee or sublessee would suffer significant hardship if the ACAT made a termination and possession order that took effect within the specified period after the making of the order; and

(ii) that hardship would be greater than the hardship the lessor would suffer if the ACAT made the order and it did not come into effect within that period.

55 Repudiation without vacation

On application by a lessor, the ACAT may make a termination and possession order if—

(a) the tenant repudiates the residential tenancy agreement in writing; and

(b) the lessor accepts the repudiation as proposed by the tenant; and

(c) the tenant fails to vacate the premises on or before the date specified for vacation in the notice of repudiation.

55A Affected residential premises

(1) On application by a lessor, the ACAT may make a termination and possession order if satisfied that—

(a) the premises are affected residential premises; and

Note ***Affected residential premises***—see the dictionary.

(b) the lessor has given the tenant written notice under section 64AA (Termination—affected residential premises) terminating the tenancy agreement; and

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(c) the tenant has not vacated the premises as required by the notice.

(2) The ACAT may suspend the operation of the termination and possession order for a stated period of up to 3 weeks if satisfied that—

(a) the tenant would suffer significant hardship if the order were not suspended for the stated period; and

(b) the hardship would be greater than the hardship the lessor would suffer if the order were suspended for the stated period.

55B Eligible impacted property

(1) On application by a lessor, the ACAT may make a termination and possession order if satisfied that—

(a) the premises are an eligible impacted property; and

Note ***Eligible impacted property***—see the *Civil Law (Sale of Residential Property) Act 2003*, s 9A (1).

(b) the lessor has given the tenant written notice under section 64AB (Termination—eligible impacted property) terminating the tenancy agreement; and

(c) the tenant has not vacated the premises as required by the notice.

(2) The ACAT may suspend the operation of the termination and possession order for a stated period of up to 3 weeks if satisfied that—

(a) the tenant would suffer significant hardship if the order were not suspended for the stated period; and

(b) the hardship would be greater than the hardship the lessor would suffer if the order were suspended for the stated period.

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56 Compensation to lessor

If a person to whom a termination and possession order is directed fails to vacate the specified premises in accordance with the order, the ACAT may, on application made within 4 weeks after the date when the person was to vacate the premises, order the person to pay to the applicant such of the following as it considers appropriate:

(a) an amount equal to the rent that would have been payable to the applicant if the premises had been tenanted during the period for which the person was in possession of the premises after termination of the residential tenancy agreement;

(b) an amount equal to the reasonable costs incurred by the applicant in applying for a warrant for eviction and having the warrant executed.

57 Retaliatory applications

(1) This section applies if—

(a) a lessor has applied for a termination and possession order under this part; and

(b) the tenant presents evidence that—

(i) the tenant applied to the ACAT for an order in relation to the lessor; or

(ii) the tenant complained to a governmental entity in relation to the lessor; or

(iii) the tenant took reasonable action to secure or enforce the tenant's rights; or

Examples

1 The tenant sought legal advice.

2 The tenant sought mediation.

(iv) the ACAT made an order in favour of the tenant against the lessor.

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Note An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).

(2) The ACAT must refuse to make the termination and possession order—

(a) if satisfied that the circumstance mentioned in subsection (1) (b) exists; and

(b) in the absence of proof to the satisfaction of the ACAT that the lessor was not motivated to apply for a termination and possession order by the circumstance.

(3) Subsection (2) applies despite any other provision of this part.

Division 4.5 Defective termination notices

58 Lessor's defective notice if tenant vacates

(1) If—

(a) a lessor purports to serve a termination notice on a person;

(b) the form is not in the form approved under section 133 (Approved forms—Minister) for a termination notice or served as prescribed by regulation; and

(c) the person vacates the premises in accordance with the notice;

the residential tenancy agreement terminates on the day the person vacates the premises.

(2) A former tenant who vacated premises in accordance with a termination notice that was not in the form approved under section 133 (Approved forms—Minister) for a termination notice may apply to the ACAT for the following orders:

(a) an order for compensation for wrongful eviction;

(b) an order for reinstatement as tenant in possession of the premises.

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(3) The ACAT must not make an order mentioned in subsection (2) (b) unless—

(a) the premises are vacant and have not been leased; and

(b) the ACAT considers it appropriate to do so.

59 Lessor's defective notice if tenant does not vacate

(1) If—

(a) a lessor purports to serve a termination notice on a tenant; and

(b) the form is not in the form approved under section 133 (Approved forms—Minister) for a termination notice or served as prescribed by regulation; and

(c) the tenant does not vacate the premises;

the lessor may apply to the ACAT for a waiver of the defect in the notice or in the service of the notice and for the making of a termination and possession order.

(2) The ACAT must not waive a defect in a termination notice or its service and make a termination and possession order unless satisfied that the defect did not, and is not likely to, place the tenant in a significantly worse position than the tenant would have been in had the notice been in, and served in, accordance with the standard residential tenancy terms.

60 Tenant's defective termination notice

(1) If a tenant purports to serve a termination notice on a lessor and vacates the premises in accordance with the notice, even though the notice is not in the form approved under section 133 (Approved forms—Minister) for a termination notice—

(a) the residential tenancy agreement terminates on the vacation of the premises in accordance with the notice; and

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(b) the former lessor may apply to the ACAT for compensation for the tenant's abandonment of the premises.

(2) The ACAT must award compensation to a person who makes an application mentioned in subsection (1) (b) unless satisfied that the person was not in a significantly worse position because of the defect in the notice than the person would have been had the notice been in the approved form.

Division 4.6 Abandonment of premises

61 Effect of abandonment

If a tenant abandons premises that the tenant occupies under a residential tenancy agreement, the agreement terminates on the day of abandonment.

Note If there is a dispute about the date of abandonment, the parties may apply to the ACAT for an interim order declaring when the premises were abandoned (see *ACT Civil and Administrative Tribunal Act 2008*, s 53).

62 Abandonment during fixed term

(1) If a tenant abandons premises before the end of a fixed term agreement, the former lessor may apply to the ACAT for the following compensation:

(a) compensation for the loss of the rent that the former lessor would have received had the agreement continued to the end of its term;

(b) compensation for the reasonable costs of advertising the premises for lease and of giving a right to occupy the premises to another person.

(2) On application, the ACAT may award compensation of the kind mentioned in subsection (1) (a) and (b).

(3) The amount of compensation the ACAT may award—

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(a) under subsection (1) (a) must not exceed an amount equal to 25 weeks rent; and

(b) under subsection (1) (b) must not exceed an amount equal to 1 week's rent.

(4) In deciding the amount of compensation that may be awarded under subsection (2) in relation to costs, the ACAT must have regard to when, apart from the abandonment of the premises—

(a) the agreement would have ended; and

(b) the lessor would have incurred the costs mentioned in subsection (1) (b).

63 Abandonment during periodic agreement

If a tenant abandons premises of which the tenant has possession under a periodic agreement, the former lessor may claim from the former tenant compensation of an amount equivalent to 3 weeks rent.

Division 4.7 Miscellaneous

64 Successor in title to lessor

(1) A person other than a lessor who, apart from section 36, would be entitled to possession of premises, may terminate the residential tenancy agreement relating to the premises by—

(a) notifying the tenant as soon as practicable after becoming so entitled that the person would be entitled to possession apart from section 36 and that the person who was lessor is no longer lessor; and

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(b) giving the tenant not less than 8 weeks notice to vacate the premises.

Examples

1 The lessor dies and the premises are inherited by the lessor's child. The child may terminate the tenancy.

2 The lessor mortgages the premises, defaults on the mortgage and the mortgagee forecloses. The mortgagee may terminate the tenancy.

Note 1 If a form is approved under s 133 (Approved forms—Minister) for a notice, the form must be used.

Note 2 An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).

(2) A person cannot terminate a tenancy under subsection (1) if the person—

(a) is a purchaser of the premises; and

(b) knew about the tenancy, or could reasonably be expected to have known about the tenancy, before purchasing the premises.

(3) If a person has given notices under subsection (1), the relevant residential tenancy agreement terminates at the end of the period of 8 weeks after the date of the notice mentioned in subsection (1) (b) or on the later date specified in the notice.

64AA Termination—affected residential premises

(1) This section applies if premises that are the subject of a residential tenancy agreement are affected residential premises.

Note ***Affected residential premises***—see the dictionary.

(2) A party to the residential tenancy agreement may, by written notice to the other party, terminate the agreement.

(3) If the tenant terminates the agreement, the tenant must give the lessor at least 2 days notice of the termination.

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(4) If the lessor terminates the agreement, the lessor must give the tenant at least 1 week's notice of the termination.

(5) The tenancy ends on the date stated in the notice.

64AB Termination—eligible impacted property

(1) This section applies if premises that are the subject of a residential tenancy agreement are an eligible impacted property.

Note ***Eligible impacted property***—see the *Civil Law (Sale of Residential Property) Act 2003*, s 9A (1).

(2) A party to the residential tenancy agreement may, by written notice to the other party, terminate the agreement.

(3) The party terminating the agreement must give the other party at least 28 working days notice of the termination.

(4) The tenancy ends on the date stated in the notice.

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Part 5 Rental rate increases

64A Standard residential tenancy term—increase in rent

Under a fixed term agreement rent may not be increased during the currency of the fixed term unless the amount of the increase, or a method for working it out, is set out in the agreement.

65 Waiver of notice requirements

(1) The ACAT may hear an application for the review of a rental rate increase even though the application is made less than 2 weeks before the day when the proposed increase is to come into effect, if the ACAT is satisfied that—

(a) the application is late because of special circumstances; and

(b) to hear the application will not place the lessor in a significantly worse position than the lessor would have been had the applicant applied as prescribed.

(2) If a tenant vacates premises as a result of a rental rate increase but fails to give the lessor notice of intention to vacate premises in the form approved under section 133 (Approved forms—Minister), the ACAT may, on application by the tenant or former tenant, treat the notice as having been given in the approved form if satisfied that—

(a) the failure to give notice in the approved form is a result of special circumstances; and

(b) to treat notice as having been so given will not put the lessor in a significantly worse position than if notice had been given properly.

66 Freezing rents

If an application for review of a rental rate increase has been made but not decided, no increase in the rental rate happens unless allowed by the ACAT.

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67 Orders

The ACAT may make the following orders in relation to an application for review of a rental rate increase:

(a) an order allowing the increase applied for or the other increase that the ACAT considers just;

(b) an order disallowing the increase;

(c) an order disallowing part of the increase.

68 Guideline for orders

(1) The ACAT must allow a rental rate increase that is in accordance with the standard residential tenancy terms unless the increase is excessive.

(2) For subsection (1)—

(a) unless the tenant satisfies the ACAT otherwise, a rental rate increase is not excessive if it is less than 20% greater than any increase in the index number over the period since the last rental rate increase or since the beginning of the lease (whichever is later); and

(b) unless the lessor satisfies the ACAT otherwise, a rental rate increase is excessive if it is more than 20% greater than any increase in the index number over the period since the last rental rate increase or since the beginning of the lease (whichever is later).

(3) If a tenant or lessor proposes that a rental rate increase is or is not excessive, the ACAT, in considering whether it is satisfied about the proposal, must consider the following matters:

(a) the rental rate before the proposed increase;

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(b) if the lessor previously increased the rental rate while the relevant tenant was tenant—

(i) the amount of the last increase before the proposed increase; and

(ii) the period since that increase;

(c) outgoings or costs of the lessor in relation to the premises;

(d) services provided by the lessor to the tenant;

(e) the value of fixtures and goods supplied by the lessor as part of the tenancy;

(f) the state of repair of the premises;

(g) rental rates for comparable premises;

(h) the value of any work performed or improvements carried out by the tenant with the lessor's consent;

(i) any other matter the ACAT considers relevant.

(4) If the ACAT considers a proposed rental rate increase is excessive but a lesser increase would not be, it may disallow so much of the increase as is excessive.

(5) In subsection (2):

index number means the rents component of the housing group of the Consumer Price Index for Canberra published from time to time by the Australian statistician.

69 Effect of orders

(1) If the ACAT makes an order under section 67 (a) or (c), the rental rate increase takes effect from the date when the proposed increase would, apart from section 66, have taken place.

(2) The ACAT may, on application, grant a tenant time to pay rent owed because of the operation of subsection (1).

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(3) If—

(a) the ACAT makes an order mentioned in section 67 (b) or (c); and

(b) despite section 66, the tenant has paid the lessor the full amount of the rental rate increase proposed by the lessor;

the ACAT may order the lessor to pay to the tenant the difference between the amount the tenant paid to the lessor and the amount that was payable.

70 Further increases

If a proposed rental rate increase has been reviewed by the ACAT, any further purported increase in the rental rate for a period of 12 months after the day the proposed increase was to take effect is void.

71 Reduction of existing rent

(1) On application by a tenant, the ACAT must order a reduction in the rental rate payable under a residential tenancy agreement if it considers that the tenant's use or enjoyment of the premises has diminished significantly as a result of any of the following:

(a) the loss or diminished utility of an appliance, furniture, a facility or a service supplied by the lessor with the premises as a result of—

(i) the withdrawal of the appliance, furniture, facility or service by the lessor; or

(ii) the failure by the lessor to maintain the premises and any appliance, furniture or facility supplied with the premises in a reasonable state of repair, having regard to their condition at the commencement of the residential tenancy agreement; or

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(iii) the failure by the lessor to provide and maintain the locks or other security devices necessary to ensure that the premises are reasonably secure;

(b) the loss of the use of all or part of the premises;

(c) interference with the tenant's quiet enjoyment of the premises or the tenant's ability to use the premises in reasonable peace, comfort and privacy by the lessor or anyone claiming through the lessor or having an interest in, or title to, the premises.

(2) To remove any doubt and for subsection (1), a tenant's quiet enjoyment of premises is interfered with if there is substantial interference with, or a significant lessening of freedom in exercising, the tenant's rights.

(3) A reduction in the rental rate ordered under subsection (1)—

(a) takes effect from the day the tenant's use or enjoyment of the premises diminished, or the later date that the ACAT specifies; and

(b) remains in force for the period, not longer than 12 months, specified by the ACAT.

(4) The ACAT may order a lessor to pay to the tenant the difference between the rent paid and the rent payable as a result of an order for a rental rate reduction.

(5) Any purported increase in the rental rate in relation to premises for which a reduction order is in force is void and any amount paid above and beyond the reduced rental rate in accordance with a purported increase is a debt owing by the lessor to the tenant.

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Part 5A Occupancy agreements

71A Who is a *grantor*?

(1) A person is a ***grantor*** if the person grants a right of occupation under an occupancy agreement.

(2) ***Grantor*** includes a prospective grantor.

71B Who is an *occupant*?

(1) A person is an ***occupant*** if the person has a right of occupation under an occupancy agreement.

(2) ***Occupant*** includes a prospective occupant.

71C What is an *occupancy agreement*?

(1) An agreement is an ***occupancy agreement*** if—

(a) a person (the ***grantor***) gives someone else (the ***occupant***) a right to occupy stated premises; and

(b) the premises are for the occupant to use as a home (whether or not with other people); and

(c) the right is given for value; and

(d) the agreement is not a residential tenancy agreement.

(2) The agreement may be—

(a) express or implied; or

(b) in writing, oral, or partly in writing and partly oral.

Note After 6 weeks, the occupancy agreement should be in writing (see s 71E (c)).

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(3) The right to occupy may be—

(a) exclusive or not;

(b) given with a right to use facilities, furniture or goods.

(4) The person given the right to occupy the premises may be—

(a) a boarder or lodger; or

(b) someone prescribed by regulation for this section.

Note This Act does not apply to nursing homes, hostels for aged or disabled people or other prescribed premises (see s 4).

71D When does an occupancy agreement start?

An occupancy agreement starts on the earliest of the following days:

(a) the day stated in the agreement;

(b) the 1st day both parties have signed the agreement and received a copy signed by the other;

(c) the day the occupant takes possession of the premises;

(d) the 1st day the grantor receives rent from the occupant.

71E Occupancy principles

(1) In considering a matter, or making a decision, under this Act in relation to an occupancy agreement for premises, a person must have regard to the following principles (the ***occupancy principles***):

(a) an occupant is entitled to live in premises that are—

(i) reasonably clean; and

(ii) in a reasonable state of repair; and

(iii) reasonably secure;

(b) an occupant is entitled to know the rules of the premises before moving in;

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(c) an occupant is entitled to the certainty of having the occupancy agreement in writing if the occupancy continues for longer than 6 weeks;

(d) an occupant is entitled to quiet enjoyment of the premises;

(e) a grantor is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes;

(f) an occupant is entitled to 8 weeks notice before the grantor increases the amount to be paid for the right to occupy the premises;

(g) an occupant is entitled to know why and how the occupancy may be terminated, including how much notice will be given before eviction;

(h) an occupant must not be evicted without reasonable notice;

(i) a grantor and occupant should try to resolve disputes using reasonable dispute resolution processes.

(2) If an occupant occupies a mobile home on land in a mobile home park and the mobile home is not provided by the grantor—

(a) the occupancy principle in subsection (1) (e) applies to the land and any fixtures provided by the grantor, but not the mobile home; and

(b) the grantor is entitled to enter the mobile home only with reasonable notice, at reasonable times, on reasonable grounds and for reasonable purposes.

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71F Regulations about occupancy agreements

(1) A regulation may make provision in relation to occupancy agreements, including, for example, standard occupancy terms.

Note 1 Power under an Act to make a regulation includes power to make different provision for different classes of matters (see Legislation Act, s 48 (1) (a)).

Note 2 An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).

(2) A regulation about standard occupancy terms must be consistent with the occupancy principles.

71G Standard occupancy terms

An occupancy agreement—

(a) must contain, and is taken to contain, terms to the effect of the standard occupancy terms prescribed by regulation; and

(b) may contain any other term that is consistent with—

(i) the standard occupancy terms; and

(ii) the occupancy principles.

71GA Occupant may deposit bond with Territory

(1) The occupant under an occupancy agreement may deposit the amount of any bond under the agreement with the Territory.

(2) The deposit must be accompanied by a written notice that states—

(a) the names of, and addresses for service on, the occupant and the grantor; and

(b) the amount of bond being deposited.

Note If a form is approved under s 133 (Approved forms—Minister) for this provision, the form must be used.

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(3) If the Territory accepts the amount of the bond, the Territory must—

(a) give the occupant a receipt for the amount; and

(b) give the grantor a copy of the notice under subsection (2).

(4) If the Territory accepts the amount of the bond, the applied provisions apply in relation to the occupancy agreement as if—

(a) the amount had been received by the Territory under part 3 (Bonds); and

(b) the occupancy agreement were a residential tenancy agreement; and

(c) the occupant were the tenant under the agreement; and

(d) the grantor were the lessor under the agreement; and

(e) any dispute between the occupant and the grantor about the bond were a tenancy dispute; and

(f) any other necessary changes, and any changes prescribed by regulation, were made.

(5) In this section:

applied provisions means the following provisions:

- section 27 (Payment of bond money into trust account)
- section 28 (Interest on amounts in trust account)
- division 3.4 (Release of bond money).

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Part 6 Resolution of residential tenancy and occupancy disputes

Division 6.1 Important concepts

72 Meaning of *tenancy dispute*

(1) For this Act, a dispute is a ***tenancy dispute*** if it—

(a) is between the parties to a residential tenancy agreement; and

(b) is about, arises from, or relates to, the agreement.

(2) A ***tenancy dispute*** includes—

(a) a dispute if an application relating to the dispute may be made under part 4 (Termination of residential tenancy agreements) or part 5 (Rental rate increases); and

(b) an application for compensation under this Act.

73 Meaning of *occupancy dispute*

For this Act, a dispute is an ***occupancy dispute*** if it—

(a) is between the parties to an occupancy agreement; and

(b) is about, or relates to, the agreement.

74 ACAT to have regard to occupancy principles

In considering a matter, or making a decision, under this part in relation to an occupancy dispute, the ACAT must have regard to the occupancy principles.

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Division 6.2 Action by registrar

75 Assistance with inquiries about residential tenancy and occupancy agreements

The registrar may give the assistance the registrar considers appropriate in relation to an inquiry about a residential tenancy agreement or occupancy agreement, including—

(a) referring the person making the inquiry to services provided by the public or private sector that give advice about residential tenancy or occupancy matters generally; and

(b) referring the person to services provided by the public or private sector for the resolution of tenancy disputes or occupancy disputes.

Note The registrar may also help a person make an application to the ACAT (see *ACT Civil and Administrative Tribunal Act 2008*, s 13).

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Division 6.3 Jurisdiction of ACAT—this Act, standard residential tenancy terms and standard occupancy terms

76 Jurisdiction of ACAT under this Act etc

(1) The ACAT has exclusive jurisdiction to hear and decide any matter that may be the subject of an application to the ACAT under—

(a) this Act; or

(b) the standard residential tenancy terms; or

(c) the standard occupancy terms.

Note A reference to an Act includes a reference to the statutory instruments made or in force under the Act, including any regulation (see Legislation Act, s 104).

(2) However, the ACAT does not have jurisdiction to make an order for—

(a) the payment of an amount that is more than $25 000; or

(b) work of a value that is more than $25 000.

(3) This section is subject to—

(a) section 78 (Extended jurisdiction of ACAT with agreement of parties); and

(b) the Self-Government Act, section 48A (Jurisdiction and powers of the Supreme Court).

Note The Self-Government Act, s 48A provides as follows:

(1) The Supreme Court is to have all original and appellate jurisdiction that is necessary for the administration of justice in the Territory.

(2) In addition, the Supreme Court may have such further jurisdiction as is conferred on it by any Act, enactment or Ordinance, or any law made under any Act, enactment or Ordinance.

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(3) The Supreme Court is not bound to exercise any powers where it has concurrent jurisdiction with another court or tribunal.

77 Saving of court jurisdiction

(1) A claim for payment of an amount, or for work of a value, that is more than $10 000 may be made in a court competent to hear and decide claims based on contract for the amount claimed.

(2) If a claim mentioned in subsection (1) may be made—

(a) the claimant may also make any other claim related to the relevant tenancy dispute or occupancy dispute; and

(b) the court in which the proceeding is brought may exercise the powers of the ACAT under this Act.

(3) This section has effect despite section 76.

78 Extended jurisdiction of ACAT with agreement of parties

(1) This section applies if—

(a) an application (the ***original application***) is made to the ACAT under—

(i) this Act; or

(ii) the standard residential tenancy terms; or

(iii) the standard occupancy terms; and

Note A reference to an Act includes a reference to the statutory instruments made or in force under the Act, including any regulation (see Legislation Act, s 104).

(b) the parties to the proceeding agree to the ACAT exercising extended jurisdiction under this section.

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(2) The ACAT has jurisdiction (***extended jurisdiction***) to hear and decide any matter that—

(a) arises out of, or is ancillary to, the dispute that gave rise to the original application; and

(b) the Magistrates Court has jurisdiction to hear and decide under the *Magistrates Court Act 1930*, part 4.2 (Civil jurisdiction).

(3) If the ACAT is exercising extended jurisdiction, the ACAT has the same jurisdiction and powers as the Magistrates Court has under the *Magistrates Court Act 1930*, part 4.2 (Civil jurisdiction).

Note The Magistrates Court has jurisdiction to hear and decide any personal action at law if the amount claimed is not more than $250 000 (see *Magistrates Court Act 1930*, s 257).

(4) However, a provision of the *Magistrates Court Act 1930*, part 4.2 prescribed by a rule under the *ACT Civil and Administrative Tribunal Act 2008*, section 22 (2) does not apply in relation to the ACAT when exercising extended jurisdiction.

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Division 6.4 Applications to ACAT

79 Who may apply to ACAT?

(1) A party to a residential tenancy agreement (including a child) may apply to the ACAT for resolution of a tenancy dispute.

(2) A party to an occupancy agreement (including a child) may apply to the ACAT for resolution of an occupancy dispute.

80 Applications to ACAT by children—application of this Act etc

This Act and the *ACT Civil and Administrative Tribunal Act 2008* apply in relation to an application made by a child to the ACAT as if the child were an adult.

Note A reference to an Act includes a reference to the statutory instruments made or in force under the Act, including any rules (see Legislation Act, s 104).

Division 6.5 Powers and decisions of ACAT

81 ACAT to assist parties to tenancy and occupancy disputes

The ACAT must actively assist the parties to a tenancy or occupancy dispute to understand the hearing process and present their case.

82 Disputes about agreements no longer in force

If a residential tenancy agreement or occupancy agreement is no longer in force, the ACAT may decide a tenancy dispute or occupancy dispute arising from the agreement while it was in force only if—

(a) this Act applied to the agreement while the agreement was in force; and

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(b) a party applies to the ACAT about the dispute within 6 years after the day, or the last day, the conduct giving rise to the dispute happened.

83 Orders by ACAT

Without limiting the orders the ACAT may make, the ACAT may make the following orders in relation to an application about a tenancy dispute or occupancy dispute:

(a) an order restraining any action in breach of a residential tenancy agreement or occupancy agreement;

(b) an order requiring performance of a residential tenancy agreement or occupancy agreement;

(c) an order requiring the payment of an amount to the Territory or a person;

(d) an order requiring the payment of compensation for loss of rent or any other loss caused by the breach of a residential tenancy agreement or occupancy agreement;

(e) an order stating that an amount (not more than the amount of bond paid into the trust account in relation to the relevant residential tenancy agreement) be paid to the lessor from the trust account;

(f) an order restoring a residential tenancy agreement or occupancy agreement and granting the former tenant or occupant possession of premises—

(i) from which the person was evicted in contravention of this Act; or

(ii) that the person vacated in accordance with a termination notice that was not in the form (if any) approved under section 133 (Approved forms—Minister) for the notice;

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(g) an order requiring payment of all or part of the rent payable under the standard residential tenancy terms or standard occupancy terms into the ACAT until the ACAT orders otherwise;

(h) an order directing payment out of any amount paid into the ACAT as appropriate;

(i) an order terminating a residential tenancy agreement or occupancy agreement and granting vacant possession of the relevant premises to the applicant for the order;

(j) an order declaring the premises were abandoned on a particular day;

(k) an order correcting a defect in a notice or in the service of a notice.

Note 1 The *ACT Civil and Administrative Tribunal Act 2008*, s 56 sets out other orders that the ACAT may make.

Note 2 The ACAT may make interim orders (see *ACT Civil and Administrative Tribunal Act 2008*, s 53).

84 Notice of intention to vacate—award of compensation

(1) If a lessor received a notice of intention to vacate before the end of a fixed term agreement, and the date nominated in the notice as the date when the tenant intends to vacate is a date before the end of the agreement, the lessor may—

(a) accept the notice; or

(b) apply to the ACAT for compensation for—

(i) the loss of the rent that the lessor would have received had the agreement continued to the end of its term; and

(ii) the reasonable costs of advertising the premises for lease and of giving a right to occupy the premises to another person.

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(2) On application, the ACAT may award compensation of the kind mentioned in subsection (1) (b).

(3) The amount of compensation the ACAT may award—

(a) under subsection (1) (b) (i) must not be more than the lesser of the following:

(i) 25 weeks rent;

(ii) rent in relation to the unexpired part of the agreement; and

(b) under subsection (1) (b) (ii) must not be more than 1 week's rent.

(4) In deciding the amount of compensation that may be awarded in relation to the reasonable costs of advertising, the ACAT must have regard to when, apart from the vacation of the premises—

(a) the agreement would have ended; and

(b) the lessor would have incurred the costs.

85 Substitution of tenant

(1) This section applies if—

(a) the tenant, or a co-tenant, (the ***removed person***) has given an undertaking to a court to leave the premises; or

(b) a court has made an order, other than an interim order, to remove the removed person from the premises.

(2) An occupant (the ***occupant***) of the premises, other than the removed person, may apply to the ACAT to be the tenant or co-tenant under the residential tenancy agreement for the premises instead of the removed person.

(3) To remove any doubt, the application may be made by the occupant even though the occupant is not a tenant or co-tenant under the residential tenancy agreement.

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(4) The ACAT may make an order substituting the occupant as the tenant, or co-tenant, if—

(a) the grounds of the application are proved; and

(b) the lessor has been given an opportunity to be heard on the application.

(5) If the application is in relation to premises leased under an approved housing assistance program under the *Housing Assistance Act 2007*, the ACAT must not make an order under subsection (5) that is inconsistent with the eligibility criteria under the program.

(6) The order is subject to any condition stated in it by the ACAT.

Division 6.6 Enforcement of ACAT orders

86 Failure to comply with ACAT orders

(1) A party to a hearing must not fail to comply with an order of the ACAT.

(2) If a person contravenes subsection (1), the ACAT may order the person to pay a stated amount (not more than $5 000) to the Territory.

(3) A person commits an offence if—

(a) the person contravenes subsection (1) (the ***first contravention***); and

(b) the ACAT makes an order under subsection (2) in relation to the first contravention; and

(c) within 1 year immediately after the day the first contravention happens, the person again contravenes subsection (1) (the ***subsequent contravention***); and

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(d) the first and subsequent contraventions are not against orders arising from the same proceeding.

Maximum penalty: 50 penalty units, imprisonment for 6 months or both.

(4) Subsection (3) does not apply if the person has a reasonable excuse for the first or subsequent contravention.

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Part 7 Residential tenancy databases

87 Definitions—pt 7

In this part:

agent, of a lessor, means a person employed, or otherwise authorised, by the lessor to act as the lessor's agent.

database means a system, device or other thing used for storing information, whether electronically or in some other form.

database operator means an entity that operates a residential tenancy database.

inaccurate, in relation to personal information in a residential tenancy database, includes information that is inaccurate because—

(a) the information shows that the person owes a lessor an amount that is more than the rental bond; and

(b) the amount owed was paid to the lessor more than 3 months after the amount became due.

Note If the amount is paid to the lessor within 3 months of the amount becoming due, the information would be out of date.

list, in relation to personal information in a residential tenancy database—

(a) means—

(i) enter the personal information into the database; or

(ii) give the personal information to the database operator or someone else for entry into a database; and

(b) includes amend personal information in the database to include additional personal information about a person.

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out of date, in relation to personal information in a residential tenancy database, means the information is no longer accurate because—

(a) for a listing made on the basis that a person owes a lessor an amount that is more than the rental bond—the amount owed was paid to the lessor within 3 months after the amount became due; or

(b) for a listing made on the basis that a court or the ACAT has made an order terminating the residential tenancy agreement—the order has been set aside or revoked by a court or the ACAT.

personal information—

(a) means information or an opinion, whether true or not, about—

(i) an identified individual; or

(ii) an individual whose identity can reasonably be worked out from the information or opinion; and

(b) includes an individual's name.

rental bond, for a residential tenancy agreement—

(a) means the amount (however described)—

(i) paid by or for the tenant under the agreement to the lessor under the agreement, the Territory or another entity at the direction of the lessor; and

(ii) intended to be available for the financial protection of the lessor against the tenant breaching the agreement; and

(b) does not include rent paid in advance.

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residential tenancy database means a database—

(a) containing personal information—

(i) relating to, or arising from, the occupation of premises under a residential tenancy agreement; or

(ii) entered into the database for reasons relating to, or arising from, the occupation of premises under a residential tenancy agreement; and

(b) with an intended purpose of use by a lessor or lessor's agent for checking a person's tenancy history for deciding whether a residential tenancy agreement should be entered into with the person.

88 Application—pt 7

(1) This part does not apply to a residential tenancy database kept by an entity for use only by the entity or its officers, employees or agents.

(2) In this section:

entity includes the housing commissioner.

89 Notice of usual use of database

(1) This section applies if—

(a) a person (the ***applicant***) applies to a lessor, or a lessor's agent, to enter into a residential tenancy agreement; and

(b) the lessor, or the lessor's agent, usually uses 1 or more residential tenancy databases for deciding whether to enter into a residential tenancy agreement with a person.

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(2) The lessor, or the lessor's agent must, when the application is made, give the applicant written notice of the following:

(a) the name of each residential tenancy database the lessor or agent usually uses, or may use, for deciding whether to enter into a residential tenancy agreement with a person;

(b) that the reason the lessor or agent uses a residential tenancy database is for checking the applicant's tenancy history;

(c) for each residential tenancy database mentioned in paragraph (a)—how the applicant may contact and obtain information from the database operator.

(3) Subsection (2) applies whether or not the lessor, or the lessor's agent, intends to use a residential tenancy database for deciding whether to enter into a residential tenancy agreement with the applicant.

(4) However, the lessor, or the lessor's agent, is not required to give notice under subsection (2) if written notice of the matters mentioned in that subsection was given to the applicant not more than 7 days before the application is made.

Example—s (4)

Serena is a lessor's agent. When Sam collects an application form for tenancy of a residential property, Serena gives Sam the written notice required under s (2). If Sam lodges the completed form 5 days later, Serena does not need to provide notice under s (2) again.

Note An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).

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90 Notice of listing if database used

(1) This section applies if—

(a) a person (the ***applicant***) applies to a lessor, or a lessor's agent, to enter into a residential tenancy agreement; and

(b) the lessor, or the lessor's agent, uses a residential tenancy database to check whether personal information about the applicant is in the database; and

(c) personal information about the applicant is in the database.

(2) The lessor, or the lessor's agent, must, as soon as possible but within 7 days after using the residential tenancy database, give the applicant written notice of the following:

(a) the name of the residential tenancy database;

(b) that personal information about the applicant is in the database;

(c) the name of each person who listed personal information in the database and is identified in the database;

(d) how and in what circumstances the applicant can have the personal information removed or amended under this part.

91 Listing can be made only for certain breaches by certain people

(1) A lessor, lessor's agent or database operator must not list personal information about a person in a residential tenancy database unless—

(a) the person was named as a tenant in a residential tenancy agreement that has ended; and

(b) the person has breached the agreement; and

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(c) because of the breach, either—

(i) the person owes the lessor an amount that is more than the rental bond for the agreement; or

(ii) a court or the ACAT has made an order terminating the residential tenancy agreement; and

(d) the personal information—

(i) relates only to the breach; and

(ii) is accurate, complete and unambiguous.

(2) Without limiting subsection (1) (d) (ii), the personal information must indicate the nature of the breach.

Example—indication of nature of breach

Personal information in a residential tenancy database indicates the nature of the breach if it includes a reference to the following:

- 'rent arrears'—for a person who has breached a residential tenancy agreement by failing to pay rent; or
- 'damage to premises'—for a person who has breached a residential tenancy agreement by damaging the premises.

Note An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).

92 Further restriction on listing

(1) A lessor, lessor's agent or database operator must not list personal information about a person in a residential tenancy database unless the lessor, agent or operator—

(a) has, without charging a fee—

(i) given the person a copy of the personal information; or

(ii) taken other reasonable steps to disclose the personal information to the person; and

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(b) has given the person at least 14 days to review the personal information and make submissions—

(i) objecting to its entry into the database; or

(ii) about its accuracy, completeness and clarity; and

(c) has considered any submissions made.

(2) Subsection (1) does not apply if the lessor, lessor's agent or database operator cannot locate the person after making reasonable enquiries.

(3) Subsection (1) (b) and (c) do not apply—

(a) to information that, at the time of listing, is contained in publicly available court or tribunal records; or

(b) to a listing involving only an amendment of personal information under section 93.

93 Ensuring quality of listing—lessor's or agent's obligation

(1) This section applies if a lessor, or lessor's agent, who lists personal information in a residential tenancy database becomes aware that the information is inaccurate, incomplete, ambiguous or out of date.

(2) The lessor, or lessor's agent, must, within 7 days, give written notice of the following to the database operator:

(a) if the information is inaccurate, incomplete, or ambiguous—

(i) that the information is inaccurate, incomplete, or ambiguous; and

(ii) how the information must be amended so that it is no longer inaccurate, incomplete, or ambiguous;

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(b) if the information is out of date—that the information is out of date and must be removed.

Example—par (a)

Darren owes his landlord Tabitha an amount that is more than the rental bond paid under the residential tenancy agreement. Tabitha lists the unpaid amount in a residential tenancy database. Darren pays Tabitha the amount owed more than 3 months after it was due to be paid. Within 7 days of becoming aware of the payment, Tabitha must give the database operator written notice of—

- the personal information being inaccurate; and
- the details of the payment to be included in the personal information so that it is no longer inaccurate.

Note An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).

(3) The lessor, or lessor's agent, must keep a copy of the notice for 1 year after it is given.

94 Ensuring quality of listing—database operator's obligation

(1) This section applies if a lessor, or lessor's agent, who has listed personal information in a residential tenancy database gives the database operator a written notice stating that the personal information must be—

(a) amended in a stated way to make it accurate, complete and unambiguous; or

(b) removed.

(2) The database operator must amend the personal information in the stated way, or remove the personal information, within 14 days after the operator is given the notice.

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95 Providing copy of personal information listed

(1) A lessor, or lessor's agent, who lists personal information about a person in a residential tenancy database must give the person a copy of the information if—

(a) the person asks for the information in writing; and

(b) if the lessor, or lessor's agent, charges a fee for giving the information—the fee has been paid.

(2) A database operator who keeps personal information about a person in a residential tenancy database must give the person a copy of the information if—

(a) the person asks for the information in writing; and

(b) if the operator charges a fee for giving the information—the fee has been paid.

(3) A lessor, lessor's agent or database operator who is required to give personal information under this section must give the information to the person within 14 days after the later of—

(a) the day the person asks for the information in writing; and

(b) if a fee is charged for giving the information—the day the fee is paid.

(4) A fee charged by a lessor, lessor's agent or database operator for giving personal information under this section—

(a) must not be excessive; and

(b) must not apply to lodging a request for the information.

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96 Notifying relevant non-parties of tribunal order about listing

(1) This section applies if—

(a) the ACAT makes an order that a person must, in relation to a residential tenancy database—

(i) amend personal information in a stated way; or

(ii) remove all or some personal information about a person; and

(b) the person against whom that order is made (the ***relevant person***) is not a party to the proceeding.

(2) The ACAT must give a copy of the order to the relevant person, within 14 days after the day the order is made.

97 Keeping personal information listed

(1) A database operator must not keep personal information about a person in the operator's residential tenancy database for longer than—

(a) 3 years; or

(b) if, under the Territory privacy principles or Australian Privacy Principles, the database operator is required to remove the information before the end of the 3-year period mentioned in paragraph (a)—the period ending when the information must be removed under the Territory privacy principles or Australian Privacy Principles.

(2) However, a database operator may keep a person's name in the operator's residential tenancy database for longer than the periods stated in subsection (1) if—

(a) other personal information about the person in the database is attached to the person's name; and

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(b) the other personal information is not required to be removed under subsection (1) or another law.

Example

Larry Tate is listed in a residential tenancy database in relation to two breaches of residential tenancy agreements. The first breach occurred 3 years ago. The second breach occurred 2 years ago. The database operator is required under s 97 (1) to remove the reference to the first breach from the database. Larry may still be listed in the database because the second breach occurred 2 years ago.

Note An example is part of the Act is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).

(3) This section does not limit the operation of another provision in this part or another law that requires the removal of personal information.

(4) In this section:

Australian Privacy Principles means the principles stated in the *Privacy Act 1988* (Cwlth), schedule 1.

Territory privacy principles means the principles stated in the *Information Privacy Act 2014*, schedule 1.

98 Application to ACAT about contravention

(1) A person who claims that personal information about the person has been listed in a residential tenancy database in contravention of this part may apply to the ACAT about the listing of the information.

(2) The application must be made within 6 months after the day the person becomes aware of the listing of the personal information in the residential tenancy database.

(3) If the ACAT decides there has been a contravention of a provision of this part, it may—

(a) order a person to take stated steps to remedy the contravention; or

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(b) make any other order it considers appropriate.

Note If the ACAT makes an order under this part, it may also order compensation under s 101.

99 Application to ACAT about certain personal information listed in residential tenancy database

(1) If personal information about a person is listed in a residential tenancy database, the person may apply to the ACAT for an order under this section.

(2) The ACAT may order a listing person to—

(a) remove stated personal information from the database; or

(b) amend the personal information in the database.

(3) The ACAT may make the order only if satisfied—

(a) the personal information is inaccurate, incomplete, ambiguous or out-of-date; or

(b) the listing of the personal information is unjust in the circumstances, having regard to—

(i) the reason for the listing of the person's personal information; and

(ii) the person's involvement in the acts or omissions giving rise to the listing of the personal information; and

(iii) the adverse consequences suffered, or likely to be suffered, by the person because of the listing of the personal information; and

(iv) any other relevant matter.

Examples—par (b)

1 Information about Endora is listed in a residential tenancy database because of damage caused to premises by Endora's domestic partner during a domestic violence incident. Because of the listing of the information, Endora cannot obtain appropriate and affordable accommodation.

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2 Information about Maurice is listed in a residential tenancy database because rent remained unpaid by Maurice for 4 months after it was payable. During that period, Maurice was in hospital recovering from a serious accident and unable to make arrangements for payment.

Note An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).

(4) In this section:

listing person means a lessor, lessor's agent, database operator or someone else.

100 Application to ACAT about proposed listing of personal information

(1) A person who is aware that a listing person intends to list personal information about the person in a residential tenancy database may apply to the ACAT for an order under this section.

(2) The ACAT may—

(a) order the listing person not to list the person's personal information in the residential tenancy database; or

(b) order the listing person not to list the person's personal information except with stated changes or on stated conditions; or

(c) make any other order it considers appropriate.

(3) The ACAT may make the order only if satisfied that, if the personal information were listed as proposed, the ACAT could make an order in relation to the personal information under section 98 or section 99.

(4) In this section:

listing person—see section 99.

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101 Order for compensation

(1) This section applies if the ACAT makes an order against a person under this part.

(2) The ACAT may also make an order requiring the person to pay to a stated person, within a stated period, an amount the ACAT considers appropriate as compensation for the loss or damage caused by listing personal information in a residential tenancy database.

(3) The amount of compensation must not be more than—

(a) $5 000; or

(b) if another amount is prescribed by regulation—that amount.

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Part 9 Miscellaneous

126 Declared crisis accommodation provider

(1) The Minister may declare an entity to be a crisis accommodation provider in relation to stated accommodation (***crisis accommodation***).

(2) However, the Minister must not make the declaration in relation to accommodation unless satisfied that the entity—

(a) provides, or intends to provide, the accommodation as emergency accommodation for people in crisis; and

(b) provides, or intends to provide, information to people accommodated in the accommodation, whether on or before termination, about alternative accommodation and, if appropriate, other services.

(3) A declaration is a notifiable instrument.

Note A notifiable instrument must be notified under the Legislation Act.

127 Death of 1 of more than 2 tenants

If 1 of 2 or more tenants who are parties to a residential tenancy agreement dies, the tenancy and the tenancy agreement continue to operate—

(a) with the remaining tenant as the sole tenant; or

(b) if there are 2 or more remaining tenants—with the tenants as joint tenants or tenants in common.

127A Transfer of public housing under will

(1) A public housing tenancy agreement may provide that the tenant must not give the tenant's rights under the agreement by will to another person who is not an occupant of the premises.

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(2) If a person takes possession of public housing premises under a will, the housing commissioner may apply to the ACAT to adjust the rent, or terminate the agreement.

(3) In considering an application under subsection (2), the ACAT must have regard to the eligibility criteria under relevant approved housing assistance programs under the *Housing Assistance Act 2007*.

128 Purported assignment or subletting

(1) The purported assignment or subletting of premises in contravention of the standard residential tenancy terms is unenforceable and a person to whom premises are so assigned or sublet resides in the premises as a licensee only.

(2) Subsection (1) does not apply to the assignment or subletting of premises in accordance with a term of the residential tenancy agreement endorsed by the ACAT.

131 Proceedings by children

(1) A proceeding under this Act may be started by a child as if the child were an adult.

(2) The rules in force under the *Court Procedures Act 2004* that apply in relation to the approval of settlements and compromises, and amounts ordered or agreed to be paid, in a civil proceeding brought in the Magistrates Court by a child apply in relation to a proceeding brought under this Act by a child.

(3) The rules mentioned in subsection (2) apply as if all necessary changes, and any changes prescribed by regulation, were made.

132 Enforcing agreements by or against children

A party to a residential tenancy agreement is not prevented from enforcing the agreement against another party only because either party is a child.

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133 Approved forms—Minister

(1) The Minister may approve forms for this Act (other than in relation to proceedings before the ACAT).

(2) If the Minister approves a form for a particular purpose, the approved form must be used for that purpose.

(3) An approved form is a notifiable instrument.

Note A notifiable instrument must be notified under the Legislation Act.

136 Regulation-making power

(1) The Executive may make regulations for this Act.

Note A regulation must be notified, and presented to the Legislative Assembly, under the Legislation Act.

(2) A regulation may make provision in relation to the following:

(a) the keeping of records;

(b) tenancy databases.

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Schedule 1 Standard residential tenancy terms

(see s 8)

Lessor and tenant must comply with terms of tenancy agreement

1 (1) This tenancy agreement is made under the *Residential Tenancies Act 1997* (the ***Residential Tenancies Act***).

(2) The lessor and the tenant may agree to add additional clauses to the tenancy agreement but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act).

2 By signing this tenancy agreement, the lessor and the tenant agree to be bound by its terms during the period of the tenancy it creates.

3 A party to this tenancy agreement cannot contract out of it or out of the provisions of the Residential Tenancies Act, except as provided in that Act.

4 A fixed term tenancy must be for the single period specified in the tenancy agreement.

5 A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.

6 A reference in this tenancy agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the Residential Tenancies Act.

Costs and procedures for establishing tenancy agreement

7 The lessor bears the cost of preparation and execution of this tenancy agreement.

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8 The tenant is responsible for any legal costs that the tenant incurs in relation to preparation and execution of this tenancy agreement.

9 The lessor must give a copy of the proposed tenancy agreement to the tenant before the commencement of the tenancy.

10 The tenancy agreement must be signed by the tenant and by the lessor (or by their authorised agents).

11 The lessor must give a copy of the tenancy agreement, signed by each party, to the tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the tenant has returned a signed copy.

12 If the lessor does not return the tenancy agreement to the tenant, as provided by clause 11, the tenancy agreement has full effect in the terms signed by the tenant on occupation of the premises or acceptance of rent.

Information

13 (1) The lessor must provide to the tenant a copy of an information booklet about residential tenancies authorised by the commissioner of fair trading before the commencement of this agreement.

(2) If it is not possible to provide the tenant with a booklet, the lessor must inform the tenant of the booklet and where it may be obtained.

(3) If the premises are a unit within the meaning of the *Unit Titles Act 2001*, the lessor must give the tenant a copy of the owners corporation's rules before the commencement of this agreement.

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Bond and condition report

Maximum bond

14 Payment of a bond is not necessary unless required by the lessor.

15 Only 1 bond is payable for the tenancy created by this tenancy agreement.

16 The amount of the bond must not exceed the amount of 4 weeks rent.

Lodgment of the bond with the Office of Rental Bonds

17 If the lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.

18 Either party may lodge the bond with the Office of Rental Bonds.

If the lessor and tenant agree that the tenant is to lodge the bond

19 If the parties agree that the tenant is to lodge the bond, the following applies:

(a) the tenant must complete and sign the bond lodgment form provided by the Office of Rental Bonds and the lessor must do the same;

(b) the tenant must lodge the bond and bond lodgment form with the Office of Rental Bonds;

(i) the tenant must lodge the bond whether or not the lessor signs the bond lodgment form; and

(ii) payment of the bond to the Office of Rental Bonds must be in cash, by bank cheque or by other means permitted by that office;

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(c) the lessor may require lodgment of the bond before the lessor gives possession of the premises to the tenant and if this is the case, the tenant must be able to take possession of the premises and receive the keys to the premises as soon as the tenant provides the lessor with evidence of lodgment of the bond (such evidence includes the receipt of the Office of Rental Bonds).

If the lessor is to lodge the bond

20 If the lessor is to lodge the bond, the following applies:

(a) on receiving the bond, the lessor must give the tenant a receipt for the bond;

(b) the lessor must complete and sign the bond lodgment form and the tenant must do the same;

(c) the lessor must lodge the bond and bond lodgment form with the Office of Rental Bonds within 2 weeks of receiving the bond, or the commencement of the tenancy, whichever date is the later. If the lessor has a real estate agent, the agent has 4 weeks to lodge the bond;

(d) the lessor must lodge the bond whether or not the tenant completes the bond lodgment form.

Condition Report

21 (1) Within 1 day of the tenant taking possession of the premises, the lessor must give 2 copies of a condition report completed by the lessor to the tenant.

(2) The condition report must be on, or to the effect of, the condition report form published by the Territory.

22 (1) The tenant must examine the report and indicate on the report the tenant's agreement or disagreement with the items.

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(2) Within 2 weeks after the day the tenant receives the report, the tenant must return 1 copy of the report to the lessor, signed by the tenant and indicating the tenant's agreement or disagreement with the report or parts of the report.

23 The lessor must keep the condition report for a period of not less than 1 year after the end of the tenancy.

Rent and other charges

Rent and bond only as payment for the tenancy

24 The lessor must not require any payment other than rent or bond for the following:

(a) the granting, extension, transfer or renewal of a tenancy or subtenancy;

(b) vacating of premises;

(c) obtaining a key to the premises;

(d) information on the availability of tenancies.

Holding deposits

25 The Residential Tenancies Act prohibits the taking of holding deposits.

Payment of rent

26 (1) The tenant must pay the rent on time.

(2) The tenant must not use the bond money to pay the rent for the last weeks of the tenancy.

(3) The tenant and the lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).

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(4) The tenant and lessor may agree that rent is to be paid electronically.

27 The lessor must not require the tenant to pay rent by postdated cheque.

Maximum rent in advance

28 The lessor must not require an amount of rent paid in advance greater than 1 calendar month.

Rent receipts

29 If rent is paid in person to the lessor or a real estate agent, a receipt must be given at that time.

30 In other circumstances where rent is paid to the lessor, a receipt must be provided or sent by post within 1 week of its receipt.

31 (1) A receipt for payment of rent must specify the amount paid.

(2) A receipt should specify the following:

(a) the date of payment;

(b) the period in relation to which the payment is made;

(c) the premises in relation to which the payment is made;

(d) whether the payment is for bond or rent.

(3) If these particulars are not included in the receipt, the lessor must provide this information to the tenant within 4 weeks of a request by the tenant.

32 A receipt is not required if the rent is paid by the tenant directly into an account nominated by the lessor or real estate agent.

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Rent records

33 (1) The lessor must keep, or cause to be kept, records of the payment of rent.

(2) Those records must be retained for a period of not less than 12 months after the end of the tenancy.

Increase in rent

34 The amount of rent must not vary from period to period except as provided by this tenancy agreement and the Residential Tenancies Act.

35 The rent may not be increased at intervals of less than 12 months from either the beginning of the tenancy agreement for the first increase, or after that, from the date of the last increase.

36 (1) This clause applies if—

(a) the housing commissioner is the lessor under this tenancy agreement; and

(b) the commissioner has decided to increase the rent after a review of rent under the *Housing Assistance Act 2007*, section 23.

(2) Despite clause 35, the housing commissioner may increase the rent.

(3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 1 year after the date the last rent increase for the premises took effect.

37 The restriction on increase in rent applies provided the identity of at least 1 of the tenants who occupy the premises remains the same as at the time of the last increase.

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Review of excessive rent increases

38 The lessor must give the tenant 8 weeks written notice of intention to increase the rent and include in the notice the amount of the increase, and the date when it is proposed to increase the rent.

39 (1) The tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Residential Tenancies Act).

(2) On such application being made, no increase in rent is payable until so ordered by the tribunal.

40 If the tenant remains in occupation of the premises without applying to the tribunal for review, the increase in rent takes effect from the date specified in the notice.

41 If the tenant wishes to vacate the premises before the increase takes effect, the tenant must give 3 weeks notice to the lessor.

Lessor's costs

42 The lessor is responsible for the cost of the following:

(a) rates and taxes relating to the premises;

(b) services for which the lessor agrees to be responsible;

(c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately decided;

(d) all services up to the time of measurement or reading at the beginning of the tenancy;

(e) all services after reading or measurement at the end of the tenancy providing the tenant has not made any use of the service after the reading.

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43 (1) The lessor must pay for any physical installation of services (eg water, electricity, gas, telephone line).

(2) The tenant is responsible for the connection of all services that will be supplied in the tenant's name.

44 The lessor must pay the annual supply charge associated with the supply of water or sewerage.

45 If the premises are a unit under the *Unit Titles Act 2001*, the lessor is responsible for all owners corporation charges.

Tenant's costs

46 The tenant is responsible for all charges associated with the consumption of services supplied to the premises, including electricity, gas, water and telephone.

47 The tenant is not required by the lessor to connect or continue a telephone service.

Reading of metered services

48 (1) The lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the tenant.

(2) The lessor must provide the tenant with an opportunity to verify readings and measurements.

49 If the lessor does not arrange reading or measurement of a service connected in the name of the lessor by the day after the date of expiry of notice to vacate given in accordance with this tenancy agreement or the Residential Tenancies Act, the lessor is be responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.

50 (1) If the tenant vacates the premises without giving notice before departure, the lessor must arrange a reading or measurement of services connected in the lessor's name within a reasonable

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time of the lessor becoming aware of the departure of the tenant.

(2) The tenant is responsible for payment of services to the date of that reading or measurement.

Tenant's use of the premises without interference

51 The lessor guarantees that there is no legal impediment to the use of the premises for residential purposes by the tenant.

52 The lessor must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the premises.

53 Unless otherwise agreed in writing, the tenant has exclusive possession of the premises, as described in the agreement, from the date of commencement of the tenancy agreement provided for in the agreement.

Lessor to make repairs

Lessor to provide premises in a reasonable state at the start of the tenancy

54 (1) At the start of the tenancy, the lessor must ensure that the premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are—

(a) fit for habitation; and

(b) reasonably clean; and

(c) in a reasonable state of repair; and

(d) reasonably secure.

(2) An exclusion must be in writing and may, but need not, be included in the tenancy agreement (if in writing).

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(3) The lessor or the tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).

(4) The lessor or the tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.

(5) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible.

Lessor to make repairs

55 (1) The lessor must maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the tenancy agreement.

(2) The tenant must notify the lessor of any need for repairs.

(3) This section does not require the tenant to notify the lessor about anything that an ordinary tenant would reasonably be expected to do, for example, changing a light globe or a fuse.

56 The lessor is not obliged to repair damage caused by the negligence or wilful act of the tenant.

57 Subject to clause 55, the lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

Repairs in unit title premises

58 If the premises are a unit under the *Unit Titles Act 2001*, and the tenant's use and enjoyment of the premises reasonably requires repairs to the common property, the lessor must take all steps necessary to require the owners corporation to make the repairs as quickly as possible.

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Urgent repairs

59 The tenant must notify the lessor (or the lessor's nominee) of the need for urgent repairs as soon as practicable, and the lessor must, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.

60 The following are urgent repairs in relation to the premises, or services or fixtures supplied by the lessor:

(a) a burst water service;

(b) a blocked or broken lavatory system;

(c) a serious roof leak;

(d) a gas leak;

(e) a dangerous electrical fault;

(f) flooding or serious flood damage;

(g) serious storm or fire damage;

(h) a failure of gas, electricity or water supply to the premises;

(i) the failure of a refrigerator supplied with the premises;

(j) a failure or breakdown of any service on the premises essential for hot water, cooking, heating or laundering;

(k) a fault or damage that causes the residential premises to be unsafe or insecure;

(l) a fault or damage likely to cause injury to person or property;

(m) a serious fault in any door, staircase, lift or other common area that inhibits or unduly inconveniences the tenant in gaining access to and use of the premises.

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Tenant may authorise urgent repairs in certain circumstances

61 If the lessor (or the lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the tenant may arrange for urgent repairs to be effected to a maximum value of up to 5% of the rent of the property over a year.

62 The following procedures apply to urgent repairs arranged by the tenant:

(a) the repairs arranged by the tenant must be made by the qualified tradesperson nominated by the lessor in the tenancy agreement;

(b) if the lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable—the repairs must be performed by a qualified tradesperson of the tenant's choosing;

(c) if the repairs are arranged by the tenant in accordance with these procedures—the lessor is liable for the cost of repairs and the tradesperson may bill the lessor direct;

(d) if the tenant does not act in strict compliance with this clause—the tenant is personally liable for the cost of any urgent repairs arranged by the tenant.

Tenant to look after the premises

The tenant must take reasonable care of the premises and keep the premises reasonably clean

63 During the tenancy, the tenant must—

(a) not intentionally or negligently damage the premises or permit such damage; and

(b) notify the lessor of any damage as soon as possible; and

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(c) take reasonable care of the premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of the tenancy and the normal incidents of living.

64 The tenant must leave the premises—

(a) in substantially the same state of cleanliness, removing all the tenant's belongings and any other goods brought onto the premises during the duration of the tenancy agreement; and

(b) in substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear excepted.

65 The lessor must not require the tenant to make alterations, improvements or renovations to the premises.

Tenant of unit to comply with owners corporation's rules

66 If the premises are a unit under the *Unit Titles Act 2001*, the tenant must comply with the owners corporation's rules, and with any notice served in accordance with the rules, to the extent that they are not inconsistent with the standard residential tenancy terms in this agreement.

Tenant must make no alterations and must not add any fixtures or fittings without the consent of lessor

67 The tenant must not make any additions or alterations to the premises without the written consent of the lessor.

68 (1) The tenant must not add any fixtures or fittings to the premises without the consent of the lessor.

(2) The lessor's consent must not be unreasonably withheld.

(3) The tenant must make good any damage to the premises on removal of any fixtures and fittings.

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(4) Any fixtures or fittings not removed by the tenant before the tenant leaves the premises becomes the property of the lessor.

Tenant must not use the premises for illegal purposes and must not disturb the neighbours

69 Unless otherwise agreed in writing, the tenant must only use the premises for residential purposes.

70 The tenant must not:

(a) use the premises, or permit them to be used, for an illegal purpose to the detriment of the lessor's interest in the premises; or

(b) cause or permit nuisance; or

(c) interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby premises.

71 The tenant must not leave the premises vacant for more than 3 weeks without notifying the lessor.

Tenant must not sell, dispose of, or sublet tenancy without consent of lessor

72 (1) The tenant must not assign or sublet the premises or any part of them without the written consent of the lessor.

(2) Consent may be given at any time.

(3) No rights in relation to the premises may be created in any third party before consent is obtained from the lessor.

Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests

73 The tenant is personally responsible for the actions or omissions of visitors, guests or other people on the premises if:

(a) the action or omission would if performed by the tenant have constituted a breach of this tenancy agreement; and

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(b) the person is on the premises with the permission of the tenant.

74 The tenant is not personally responsible for the actions or omissions of a person who is on the premises:

(a) at the request of the lessor; or

(b) to assist the lessor perform any of the duties of the lessor under this tenancy agreement (whether at the request of the lessor or the tenant); or

(c) without the consent of the tenant.

Lessor's access to premises

Lessor cannot enter premises except as provided in tenancy agreement

75 (1) The lessor must not require access to the premises during the tenancy except as provided by the law, this tenancy agreement, the Residential Tenancies Act, or an order of the tribunal.

(2) The tenant may permit access to the premises by the lessor at any time.

(3) If requested, the lessor or the lessor's agent must provide identification to the tenant.

76 The lessor must not have access to the premises—

(a) on Sundays; or

(b) on public holidays; or

(c) before 8 am and after 6 pm;

other than—

(d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the premises; or

(e) with the consent of the tenant.

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Access in accordance with tenancy agreement

Routine inspections

77 The lessor may inspect the premises twice in each period of 12 months following the commencement of the tenancy.

78 In addition to the inspections provided for in the previous clause, the lessor may make an inspection of the premises—

(a) within 1 month of the commencement of the tenancy; and

(b) in the last month of the tenancy.

79 (1) The lessor must give the tenant 1 week written notice of an inspection.

(2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).

(3) If the parties are unable to agree on an appropriate time, the lessor or the tenant may apply to the tribunal for an order permitting access at a specified time.

Access for purchasers and new tenants

80 The tenant must permit reasonable access to the premises during the period of 3 weeks before the end of the tenancy, on the lessor giving 24 hours notice, to allow inspection of the premises by prospective tenants.

81 The tenant must permit reasonable access to the premises, on the lessor giving 24 hours notice, to allow inspection of the premises by prospective purchasers of the premises provided:

(a) the lessor intends to sell the premises; and

(b) the lessor has previously notified the tenant in writing of the lessor's intention to sell.

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Access for making or inspecting repairs

82 (1) On giving the tenant 1 week notice (or such other agreed period), the lessor may enter the premises at a reasonable time, having regard to the interests of the tenant and the lessor, for the purpose of making or inspecting repairs.

(2) For urgent repairs, the lessor must, give reasonable notice and enter the premises at a reasonable time having regard to the interests of the tenant and the lessor.

Notice to vacate by lessor

83 The notice to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:

(a) the address of the premises;

(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);

(c) that the lessor requires the tenant to vacate the premises by the expiry of the required notice period and that the tenancy ends on the day that the tenant vacates the premises.

Notice of intention to vacate by tenant

84 (1) If the tenant serves a notice of intention to vacate and vacates the premises in accordance with the notice, the tenancy terminates on the date of vacating the premises.

(2) On receiving a notice of intention to vacate, the lessor may—

(a) accept the notice and accept that the tenancy ends on the date nominated in the notice; or

(b) apply to the tribunal for confirmation of the tenancy agreement, an order for compensation or both.

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85 The notice of intention to vacate must be in the same form and contain the same information as the notice to vacate from the lessor except the notice must contain the statement that the tenant intends to vacate the premises on a certain date and the tenancy terminates on that date.

Termination where premises are not fit for habitation

86 The lessor or the tenant may, by written notice, terminate the tenancy on a date specified in the notice on the following grounds:

(a) the premises are not fit for habitation;

(b) the premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.

87 (1) In either case the lessor must give not less than 1 week's notice of termination of the tenancy, and the rent abates from the date that the premises are uninhabitable.

(2) The tenant may give 2 days notice of termination of the tenancy.

(3) If neither the lessor or the tenant give notice of termination of the tenancy, the rent abates for the period that the premises are unable to be used for habitation, but the tenancy resumes when they are able to be used again.

Termination of tenancy by tenant

Termination on or after end of fixed term

88 (1) The tenant may give notice to terminate a periodic tenancy by giving the lessor not less than 3 weeks notice of the date when the tenant intends to vacate the premises.

(2) The tenancy ends on the date specified by the tenant.

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89 (1) The tenant may give notice to terminate a fixed term tenancy at or after the end of the tenancy by giving 3 weeks notice of the date when the tenant intends to vacate the premises.

(2) The tenancy ends on the date specified by the tenant.

Termination for breach by lessor

90 If the lessor breaches the tenancy agreement, and the tenant wishes to terminate the tenancy agreement, the tenant may either—

(a) apply to the tribunal for an order terminating the tenancy; or

(b) give the lessor written notice of intention to terminate the tenancy, in accordance with clause 91.

91 If the tenant decides to proceed by way of notice to the lessor, the following procedures apply:

(a) the tenant must give the lessor a written notice that the lessor has 2 weeks to remedy the breach if the breach is capable of remedy;

(b) if the lessor remedies the breach within that 14-day period—the tenancy continues;

(c) if the lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy—the tenant must give 2 weeks notice of intention to vacate;

(d) the tenancy agreement terminates on the date specified by the tenant;

(e) rent is payable to the date specified in the notice or to the date that the tenant vacates the premises, whichever is the later;

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(f) if the lessor remedies the breach during the period of the notice of intention to vacate—the tenant, at the tenant's option, may withdraw the notice or may terminate the tenancy agreement on the date specified in the notice by vacating the premises on that date.

Termination of tenancy by lessor

Termination for failure to pay rent

92 The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of nonpayment of rent in the following circumstances:

(a) rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due;

(b) the lessor has served a notice to remedy on the tenant for the failure to pay the rent, being a notice—

(i) served not earlier than 1 week after the day when the rent was due; and

(ii) containing a statement that if the tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action must be taken and the tenancy continues;

(c) if all rent is not paid within 1 week of the date of service of the notice to remedy—the lessor may then serve a notice to vacate on the tenant requiring the tenant to vacate the premises within 2 weeks of service of the notice to vacate;

(d) no earlier than the date when the notice to vacate is served, the lessor may apply to the tribunal for an order terminating the tenancy and evicting the tenant;

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(e) the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to vacate;

(f) during any tenancy in which the lessor has previously issued 2 notices to remedy, the lessor may serve a notice to vacate 1 week after the day when the rent has fallen due without serving a notice to remedy.

Termination of tenancy for breach other than nonpayment of rent

93 The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of breach of the tenancy agreement in the following circumstances:

(a) the lessor must serve a written notice requiring the tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;

(b) if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy—the lessor must give a notice to vacate the premises within 2 weeks after the date of service of the notice to vacate;

(c) if the tenant does not vacate the premises within the period of 2 weeks after the date of service of a notice to vacate—the lessor may apply to the tribunal for an order terminating the tenancy and for the eviction of the tenant;

(d) if the tenant breaches the terms of the tenancy on 3 occasions on any ground—on the 3rd occasion the lessor may serve a notice to vacate and need not give the tenant 2 weeks to remedy the breach.

Termination of tenancy without cause

94 The lessor may serve a notice to vacate during the term of a tenancy requiring the tenant to vacate the premises at the end of the notice provided that—

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(a) the notice is for 26 weeks; and

(b) the notice does not require the tenant to vacate the premises during a fixed term.

95 (1) If a tenant is required to vacate the premises in accordance with clause 94, the tenant may vacate the premises at any time during the 2 weeks before the date specified in the notice to vacate provided the tenant gives the lessor 4 days notice of intention to vacate.

(2) In this case, the tenancy terminates on the date that the tenant vacates the premises.

Termination of periodic tenancy

96 (1) If there is a periodic tenancy, the lessor may serve on the tenant a notice to vacate for the following periods on the following grounds:

(a) 4 weeks notice if the lessor genuinely intends to live in the premises;

(b) 4 weeks notice if the lessor genuinely believes the lessor's immediate relative intends to live in the premises;

(c) 4 weeks notice if the lessor genuinely believes an interested person intends to live in the premises;

(d) 8 weeks notice if the lessor genuinely intends to sell the premises;

(e) 12 weeks notice if the lessor genuinely intends to reconstruct, renovate or make major repairs to the premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the tenant living in the premises.

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(2) In this clause:

immediate relative means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.

interested person, for a lessor, means a person who is not an immediate relative of the lessor but who has a close family or personal relationship with the lessor and who has a reasonable expectation arising from that relationship that the lessor would provide accommodation for that person.

97 (1) If a tenant is required to vacate the premises in accordance with clause 96, the tenant may vacate the premises at any time during the 2 weeks before the date specified in the notice to vacate provided the tenant gives the lessor 4 days notice of intention to vacate.

(2) In this case, the tenancy terminates on the date that the tenant vacates the premises.

Notices of address for service

98 (1) At the commencement of the tenancy, the lessor and the tenant must each give an address for service of notices.

(2) If the address changes during the tenancy, the lessor or tenant must advise the other party of the new address for service within 2 weeks of the change.

99 On vacating the premises, the tenant must advise the lessor of a forwarding address.

100 If 2 or more people share a tenancy, except where this agreement otherwise provides, they do so as joint tenants.

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Dictionary

(see s 2)

Note 1 The Legislation Act contains definitions and other provisions relevant to this Act.

Note 2 For example, the Legislation Act, dict, pt 1 defines the following terms:

- ACAT
- administrative unit
- adult
- calendar month
- child
- commissioner for fair trading
- corporation
- Criminal Code
- director-general (see s 163)
- disallowable instrument (see s 9)
- document
- domestic partner (see s 169 (1))
- entity
- Executive
- expire
- fail
- housing commissioner
- individual
- in relation to
- instrument (see s 14)
- may (see s 146)
- Minister
- month
- must
- notifiable instrument (see s 10)
- oath

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- penalty unit (see s 133)
- police officer
- prescribed
- public holiday
- sign
- statutory instrument
- under.

ACAT trust account—see the *ACT Civil and Administrative Tribunal Act 2008*, section 115B (2).

affected residential premises means premises, or a part of premises—

(a) that—

(i) are a class 1 or class 2 building; and

(ii) contain or have contained loose-fill asbestos insulation; or

(b) that are included in the affected residential premises register.

affected residential premises register—see the *Dangerous Substances Act 2004*, section 47N.

agent, for part 7 (Residential tenancy databases)—see section 87.

bond means an amount paid or payable by a tenant as security for the performance of the tenant's obligations under a residential tenancy agreement.

class, of building—see the *Building Act 2004*, dictionary.

commissioner means the commissioner for fair trading.

conditional termination and possession order means a termination and possession order under section 49 (4).

crisis accommodation—see section 126.

database, for part 7 (Residential tenancy databases)—see section 87.

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database operator, for part 7 (Residential tenancy databases)—see section 87.

eligible impacted property—see the *Civil Law (Sale of Residential Property) Act 2003*, section 9A (1).

energy efficiency rating means the energy efficiency rating contained in an energy efficiency rating statement.

energy efficiency rating statement—see the *Construction Occupations (Licensing) Act 2004*, section 123AC.

fixed term agreement means a residential tenancy agreement under which a tenant has a right of occupation for a fixed term.

former lessor, in relation to a residential tenancy agreement that has been terminated, means the person who was the lessor while the agreement was in force.

former tenant, in relation to a residential tenancy agreement that has been terminated, means the person who was the tenant while the agreement was in force.

grantor—see section 71A.

inaccurate, in relation to personal information in a residential tenancy database, for part 7 (Residential tenancy databases)—see section 87.

lessor—see section 5.

list, in relation to personal information in a residential tenancy database, for part 7 (Residential tenancy databases)—see section 87.

mobile home means a dwelling (whether on wheels or not) that can be transferred from place to place and re-erected.

mobile home park means land lawfully used for the purpose of accommodating mobile homes or caravans, and includes a caravan park or camping ground.

occupancy agreement—see section 71C.

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occupancy dispute—see section 73.

occupancy principles—see section 71E.

occupant—see section 71B.

out of date, in relation to personal information in a residential tenancy database, for part 7 (Residential tenancy databases)—see section 87.

periodic agreement means a residential tenancy agreement that is not a fixed term agreement.

personal information, for part 7 (Residential tenancy databases)—see section 87.

premises includes—

(a) any habitable structure, whether it is fixed to the land or not; and

(b) part of any premises; and

(c) any land, buildings or structures belonging to the premises.

registrar means the registrar of the ACAT.

rental bond, for a residential tenancy agreement, for part 7 (Residential tenancy databases)—see section 87.

residential tenancy agreement—see section 6A.

residential tenancy database, for part 7 (Residential tenancy databases)—see section 87.

standard occupancy terms means the standard occupancy terms (if any) prescribed by regulation.

standard residential tenancy terms means the terms mentioned in schedule 1.

tenancy dispute—see section 72.

tenant—see section 6.

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termination and possession order means an order of the tribunal terminating a residential tenancy agreement and granting vacant possession of the relevant premises to the applicant for the order.

termination notice means a notice in the form approved under section 133 (Approved forms—Minister) served on the lessor or tenant giving notice of the intention of the tenant or lessor to terminate the residential tenancy agreement.

tribunal, for schedule 1, means the ACAT.

trust account means the trust bank account maintained by the director-general of the administrative unit responsible for administering this Act in accordance with the *Financial Management Act 1996*, section 51.

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Endnotes

1 About the endnotes

Amending and modifying laws are annotated in the legislation history and the amendment history. Current modifications are not included in the republished law but are set out in the endnotes.

Not all editorial amendments made under the *Legislation Act 2001*, part 11.3 are annotated in the amendment history. Full details of any amendments can be obtained from the Parliamentary Counsel's Office.

Uncommenced amending laws are not included in the republished law. The details of these laws are underlined in the legislation history. Uncommenced expiries are underlined in the legislation history and amendment history.

If all the provisions of the law have been renumbered, a table of renumbered provisions gives details of previous and current numbering.

The endnotes also include a table of earlier republications.

2 Abbreviation key

A = Act
AF = Approved form
am = amended
amdt = amendment
AR = Assembly resolution
ch = chapter
CN = Commencement notice
def = definition
DI = Disallowable instrument
dict = dictionary
disallowed = disallowed by the Legislative Assembly
div = division
exp = expires/expired
Gaz = gazette
hdg = heading
IA = Interpretation Act 1967
ins = inserted/added
LA = Legislation Act 2001
LR = legislation register
LRA = Legislation (Republication) Act 1996
mod = modified/modification
NI = Notifiable instrument
o = order
om = omitted/repealed
ord = ordinance
orig = original
par = paragraph/subparagraph
pres = present
prev = previous
(prev...) = previously
pt = part
r = rule/subrule
reloc = relocated
renum = renumbered
R[X] = Republication No
RI = reissue
s = section/subsection
sch = schedule
sdiv = subdivision
SL = Subordinate law
sub = substituted
<u>underlining</u> = whole or part not commenced or to be expired

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3 Legislation history

Residential Tenancies Act 1997 A1997-84

notified 25 November 1997 (Gaz 1997 No S360)
s 1, s 2 commenced 25 November 1997 (s 2 (1))
remainder commenced 25 May 1998 (s 2 (3))

as amended by

Legal Practitioners (Consequential Amendments) Act 1997 A1997-96 sch 1

notified 1 December 1997 (Gaz 1997 No S380)
s 1, s 2 commenced 1 December 1997 (s 2 (1))
sch 1 commenced 1 June 1998 (s 2 (2))

Residential Tenancies (Amendment) Act 1997 A1997-122

notified 24 December 1997 (Gaz 1997 No S420)
ss 1-3 commenced 24 December 1997 (s 2 (1))
remainder commenced 31 March 1999 (s 2 (2))

Residential Tenancies (Amendment) Act 1998 A1998-5

notified 25 May 1998 (Gaz 1998 No S150)
s 4, s 8 commenced 1 July 1998 (s 2 (2))
remainder commenced 25 May 1998 (s 2 (1))

Courts and Tribunals (Audio Visual and Audio Linking) Act 1999 A1999-22 pt 12

notified 14 April 1999 (Gaz 1999 No S16)
s 1, s 2 commenced 14 April 1999 (s 2 (1))
pt 12 commenced 1 September 1999 (s 2 (2) and Gaz 1999 No 35)

Law Reform (Miscellaneous Provisions) Act 1999 A1999-66 sch 3

notified 10 November 1999 (Gaz 1999 No 45)
sch 3 commenced 10 November 1999 (s 2)

Justice and Community Safety Legislation Amendment Act 2000 A2000-1 sch

notified 9 March 2000 (Gaz 2000 No 10)
s 1, s 2 commenced 9 March 2000 (s 2 (1))
amdts commenced 9 September 2000 (s 2 (3))

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Justice and Community Safety Legislation Amendment Act 2000 (No 3) A2000-17 sch 1

notified 1 June 2000 (Gaz 2000 No 22)
commenced 1 June 2000 (s 2)

Unit Titles Consequential Amendments Act 2001 A2001-17 sch 2

notified 5 April 2001 (Gaz 2001 No 14)
s 1, s 2 commenced 5 April 2001 (IA s 10B)
sch 2 commenced 5 October 2001 (s 2)

Legislation (Consequential Amendments) Act 2001 A2001-44 pt 332

notified 26 July 2001 (Gaz 2001 No 30)
s 1, s 2 commenced 26 July 2001 (IA s 10B)
pt 332 commenced 12 September 2001 (s 2 and see Gaz 2001 No S65)

Legislation Amendment Act 2002 A2002-11 pt 2.42

notified LR 27 May 2002
s 1, s 2 commenced 27 May 2002 (LA s 75)
pt 2.42 commenced 28 May 2002 (s 2 (1))

Justice and Community Safety Legislation Amendment Act 2002 A2002-27 pt 13

notified LR 9 September 2002
s 1, s 2 commenced 9 September 2002 (LA s 75)
pt 13 commenced 7 October 2002 (s 2 (2))

Statute Law Amendment Act 2002 A2002-30 pt 3.61

notified LR 16 September 2002
s 1, s 2 taken to have commenced 19 May 1997 (LA s 75 (2))
pt 3.61 commenced 17 September 2002 (s 2 (1))

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Evidence (Miscellaneous Provisions) Amendment Act 2003 A2003-48 sch 2 pt 2.12

notified LR 31 October 2003
s 1, s 2 commenced 31 October 2003 (LA s 75 (1))
sch 2 pt 2.12 commenced 30 April 2004 (s 2 and LA s 79)

Construction Occupations Legislation Amendment Act 2004 A2004-13 sch 2 pt 2.24

notified LR 26 March 2004
s 1, s 2 commenced 26 March 2004 (LA s 75 (1))
sch 2 pt 2.24 commenced 1 September 2004 (s 2 and see Construction Occupations (Licensing) Act 2004 A2004-12, s 2 and CN2004-8)

Residential Tenancies Amendment Act 2004 A2004-58 (as am by A2005-20 sch 3 pt 3.51)

notified LR 8 September 2004
s 1, s 2 commenced 8 September 2004 (LA s 75 (1))
sch 1 commenced 1 January 2006 (s 2 (3))
remainder commenced 8 March 2005 (s 2 (1) and LA s 79)

Court Procedures (Consequential Amendments) Act 2004 A2004-60 sch 1 pt 1.65

notified LR 2 September 2004
s 1, s 2 commenced 2 September 2004 (LA s 75 (1))
sch 1 pt 1.65 commenced 10 January 2005 (s 2 and see Court Procedures Act 2004 A2004-59, s 2 and CN2004-29)

Statute Law Amendment Act 2005 A2005-20 sch 3 pt 3.51

notified LR 12 May 2005
s 1, s 2 taken to have commenced 8 March 2005 (LA s 75 (2))
sch 3 pt 3.51 taken to have commenced 8 March 2005 (s 2 (2))

Note This Act only amends the Residential Tenancies Amendment Act 2004 A2004-58.

Residential Tenancies Amendment Act 2005 A2005-39

notified LR 31 August 2005
s 1, s 2 commenced 31 August 2005 (LA s 75 (1))
s 7, s 25, s 26 commenced 1 January 2006 (s 2 and CN2005-24)
remainder commenced 28 February 2006 (s 2 and LA s 79)

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Justice and Community Safety Legislation Amendment Act 2005 (No 3) A2005-43 sch 1 pt 1.11

notified LR 30 August 2005
s 1, s 2 commenced 30 August 2005 (LA s 75 (1))
sch 1 pt 1.11 commenced 1 October 2005 (s 2 (3) and CN2005-18)

Criminal Code (Administration of Justice Offences) Amendment Act 2005 A2005-53 sch 1 pt 1.28

notified LR 26 October 2005
s 1, s 2 commenced 26 October 2005 (LA s 75 (1))
sch 1 pt 1.28 commenced 23 November 2005 (s 2)

Criminal Code Harmonisation Act 2005 A2005-54 sch 1 pt 1.33

notified LR 27 October 2005
s 1, s 2 commenced 27 October 2005 (LA s 75 (1))
sch 1 pt 1.33 commenced 24 November 2005 (s 2)

Justice and Community Safety Legislation Amendment Act 2005 (No 4) A2005-60 sch 1 pt 1.23

notified LR 1 December 2005
s 1, s 2 taken to have commenced 23 November 2005 (LA s 75 (2))
sch 1 pt 1.23 commenced 22 December 2005 (s 2 (4))

Asbestos Legislation Amendment Act 2006 A2006-16 sch 1 pt 1.7 (as am by A2006-24 s 4)

notified LR 18 May 2006
s 1, s 2 commenced 18 May 2006 (LA s 75 (1))
sch 1 pt 1.7 commenced 1 July 2006 (s 2 (1) as am by A2006-24 s 4)

Asbestos Legislation Amendment Act 2006 (No 2) A2006-24

notified LR 18 May 2006
s 1, s 2 commenced 18 May 2006 (LA s 75 (1))
remainder commenced 19 May 2006 (s 2)

Note This Act only amends the Asbestos Legislation Amendment Act 2006 A2006-16.

Justice and Community Safety Legislation Amendment Act 2006 A2006-40 sch 1 pt 1.12, sch 2 pt 2.28

notified LR 28 September 2006
s 1, s 2 commenced 28 September 2006 (LA s 75 (1))
sch 1 pt 1.12 commenced 19 October 2006 (s 2 (3))
sch 2 pt 2.28 commenced 29 September 2006 (s 2 (1))

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Housing Assistance Act 2007 A2007-8 sch 1 pt 1.8

notified LR 10 May 2007
s 1, s 2 commenced 10 May 2007 (LA s 75 (1))
sch 1 pt 1.8 commenced 10 November 2007 (s 2 and LA s 79)

Justice and Community Safety Legislation Amendment Act 2008 A2008-7 sch 1 pt 1.19

notified LR 16 April 2008
s 1, s 2 commenced 16 April 2008 (LA s 75 (1))
sch 1 pt 1.19 commenced 7 May 2008 (s 2)

Justice and Community Safety Legislation Amendment Act 2008 (No 2) A2008-22 sch 1 pt 1.9

notified LR 8 July 2008
s 1, s 2 commenced 8 July 2008 (LA s 75 (1))
sch 1 pt 1.9 commenced 29 July 2008 (s 2)

Statute Law Amendment Act 2008 A2008-28 sch 3 pt 3.50

notified LR 12 August 2008
s 1, s 2 commenced 12 August 2008 (LA s 75 (1))
sch 3 pt 3.50 commenced 26 August 2008 (s 2)

ACT Civil and Administrative Tribunal Legislation Amendment Act 2008 A2008-36 sch 1 pt 1.44

notified LR 4 September 2008
s 1, s 2 commenced 4 September 2008 (LA s 75 (1))
sch 1 pt 1.44 commenced 2 February 2009 (s 2 (1) and see ACT Civil and Administrative Tribunal Act 2008 A2008-35, s 2 (1) and CN2009-2)

ACT Civil and Administrative Tribunal Legislation Amendment Act 2008 (No 2) A2008-37 sch 1 pt 1.89

notified LR 4 September 2008
s 1, s 2 commenced 4 September 2008 (LA s 75 (1))
sch 1 pt 1.89 commenced 2 February 2009 (s 2 (1) and see ACT Civil and Administrative Tribunal Act 2008 A2008-35, s 2 (1) and CN2009-2)

Justice and Community Safety Legislation Amendment Act 2009 A2009-7 sch 1 pt 1.9

notified LR 5 March 2009
s 1, s 2 commenced 5 March 2009 (LA s 75 (1))
sch 1 pt 1.9 commenced 6 March 2009 (s 2 (1))

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Justice and Community Safety Legislation Amendment Act 2009 (No 2) A2009-19 pt 15

notified LR 1 September 2009
s 1, s 2 commenced 1 September 2009 (LA s 75 (1))
pt 15 commenced 29 September 2009 (s 2)

Justice and Community Safety Legislation Amendment Act 2009 (No 3) A2009-44 sch 1 pt 1.14

notified LR 24 November 2009
s 1, s 2 commenced 24 November 2009 (LA s 75 (1))
sch 1 pt 1.14 commenced 22 December 2009 (s 2 (3))

Construction Occupations Legislation Amendment Act 2010 (No 2) A2010-32 pt 6

notified LR 1 September 2010
s 1, s 2 commenced 1 September 2010 (LA s 75 (1))
s 3 commenced 18 February 2011 (LA s 75AA)
pt 6 commenced 1 March 2011 (s 2 and LA s 79)

Administrative (One ACT Public Service Miscellaneous Amendments) Act 2011 A2011-22 sch 1 pt 1.133

notified LR 30 June 2011
s 1, s 2 commenced 30 June 2011 (LA s 75 (1))
sch 1 pt 1.133 commenced 1 July 2011 (s 2 (1))

Statute Law Amendment Act 2011 (No 2) A2011-28 sch 3 pt 3.29

notified LR 31 August 2011
s 1, s 2 commenced 31 August 2011 (LA s 75 (1))
sch 3 pt 3.29 commenced 21 September 2011 (s 2 (1))

Residential Tenancies (Databases) Amendment Act 2011 A2011-31

notified LR 31 August 2011
s 1, s 2 commenced 31 August 2011 (LA s 75 (1))
remainder commenced 29 February 2012 (s 2 and LA s 79)

Unit Titles (Management) Act 2011 A2011-41 sch 5 pt 5.11

notified LR 3 November 2011
s 1, s 2 commenced 3 November 2011 (LA s 75 (1))
sch 5 pt 5.11 commenced 30 March 2012 (s 2 and CN2012-6)

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Statute Law Amendment Act 2012 A2012-21 sch 3 pt 3.35

notified LR 22 May 2012
s 1, s 2 commenced 22 May 2012 (LA s 75 (1))
sch 3 pt 3.35 commenced 5 June 2012 (s 2 (1))

Justice and Community Safety Legislation Amendment Act 2013 A2013-7 sch 1 pt 1.6

notified LR 1 March 2013
s 1, s 2 commenced 1 March 2013 (LA s 75 (1))
sch 1 pt 1.6 commenced 4 March 2013 (s 2 and see Retirement Villages Act 2012 A2012-38, s 2 and LA s 79)

Statute Law Amendment Act 2013 (No 2) A2013-44 sch 3 pt 3.18

notified LR 11 November 2013
s 1, s 2 commenced 11 November 2013 (LA s 75 (1))
sch 3 pt 3.18 commenced 25 November 2013 (s 2)

Justice and Community Safety Legislation Amendment Act 2013 (No 4) A2013-45 sch 1 pt 1.3

notified LR 11 November 2013
s 1, s 2 commenced 11 November 2013 (LA s 75 (1))
sch 1 pt 1.3 commenced 12 November 2013 (s 2)

Justice and Community Safety Legislation Amendment Act 2014 (No 2) A2014-49 sch 1 pt 1.14

notified LR 10 November 2014
s 1, s 2 commenced 10 November 2014 (LA s 75 (1))
sch 1 pt 1.14 commenced 17 November 2014 (s 2)

Dangerous Substances (Loose-fill Asbestos Eradication) Legislation Amendment Act 2014 A2015-6 sch 1 pt 1.8

notified LR 31 March 2015
s 1, s 2 commenced 31 March 2015 (LA s 75 (1))
sch 1 pt 1.8 commenced 17 April 2015 (s 2 and CN2015-6)

Building (Loose-fill Asbestos Eradication) Legislation Amendment Act 2015 A2015-42 pt 12

notified LR 5 November 2015
s 1, s 2 commenced 5 November 2015 (LA s 75 (1))
pt 12 commenced 13 November 2015 (s 2 (1) and CN2015-21)

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4 Amendment history

Title

title — sub A2004-58 s 4

Dictionary

s 2 — om R1 LA
ins A2004-58 s 7
am A2010-32 s 38

Notes

s 3 — sub A2004-58 s 7
def ***approved mediator*** sub A1998-5 s 4
reloc to dict A2004-58 s 6
def ***bond*** reloc to dict A2004-58 s 6
def ***commissioner*** reloc to dict A2004-58 s 6
def ***director*** sub A1999-66 sch 3
om A2000-17 sch 1
def ***energy efficiency rating*** ins A1997-122 s 4
reloc to dict A2004-58 s 6
def ***energy efficiency rating statement*** ins A1997-122 s 4
om A2004-58 s 5
def ***fixed term agreement*** reloc to dict A2004-58 s 6
def ***former lessor*** reloc to dict A2004-58 s 6
def ***former tenant*** reloc to dict A2004-58 s 6
def ***lessor*** om A2004-58 s 5
def ***member of the tribunal*** reloc to dict A2004-58 s 6
def ***mobile home*** reloc to dict A2004-58 s 6
def ***mobile home park*** reloc to dict A2004-58 s 6
def ***party*** reloc to dict A2004-58 s 6
def ***periodic agreement*** reloc to dict A2004-58 s 6
def ***preliminary conference*** reloc to dict A2004-58 s 6
def ***premises*** reloc to dict A2004-58 s 6
def ***prescribed terms*** om A2004-58 s 5
def ***president*** reloc to dict A2004-58 s 6
def ***referee*** reloc to dict A2004-58 s 6
def ***registrar*** sub A1999-66 sch 3
reloc to dict A2004-58 s 6
def ***residential tenancy agreement*** om A2004-58 s 5
def ***retirement village*** om A2004-58 s 5
def ***tenancy dispute*** om A2004-58 s 5
def ***tenant*** om A2004-58 s 5
def ***termination and possession order*** reloc to dict A2004-58 s 6
def ***termination notice*** am A2001-44 s 1.3632
reloc to dict A2004-58 s 6
def ***tribunal*** reloc to dict A2004-58 s 6

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def ***trust account*** reloc to dict A2004-58 s 6
def ***working day*** om A2004-58 s 5

Offences against Act—application of Criminal Code etc
s 3A ins A2005-54 amdt 1.229

Application of Act
s 4 sub A2004-58 s 8
am A2005-60 amdt 1.126; A2012-21 amdt 3.131, amdt 3.132; A2013-7 amdt 1.11; pars renum R41 LA

Meaning of residential tenancy agreement
pt 1A hdg ins A2004-58 s 8

Who is a *lessor*?
s 5 sub A2004-58 s 8

Who is a *tenant*?
s 6 sub A2004-58 s 8

What is a *residential tenancy* agreement?
s 6A ins A2004-58 s 8

Residential tenancy agreement if agreement written and says it is residential tenancy agreement
s 6B ins A2004-58 s 8

Residential tenancy agreement if agreement part of employment
s 6C ins A2004-58 s 8

Certain kinds of agreements not residential tenancy agreements
s 6D ins A2004-58 s 8

Certain people given right of occupation not tenants
s 6E ins A2004-58 s 8

Certain kinds of premises mean no residential tenancy agreement
s 6F ins A2004-58 s 8
am A2013-44 amdt 3.169

When does residential tenancy agreement start?
s 7 sub A2004-58 s 8

Residential tenancy agreements
pt 2 hdg sub A2004-58 s 8

Terms of agreement
div 2.1 hdg (prev pt 2 div 1 hdg) renum R2 LA
sub A2004-58 s 8

Standard residential tenancy terms
s 8 sub A2004-58 s 8
am A2005-39 s 4, s 5, s 7; pars renum R18 LA (see A2005-39 s 6); A2008-36 amdt 1.595

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Inconsistent tenancy terms void

s 9 hdg	sub A2005-60 amdt 1.127
s 9	sub A2004-58 s 8
	am A2008-36 amdt 1.595

Endorsement of inconsistent tenancy terms by ACAT

s 10 hdg	sub A2005-60 amdt 1.128
	am A2008-36 amdt 1.595
s 10	sub A2004-58 s 8
	am A2005-39 s 8; A2007-8 amdt 1.19; A2008-36 amdt 1.595

Precontractual obligations

div 2.2 hdg	(prev pt 2 div 2 hdg) renum R2 LA

Energy efficiency rating—advertising

s 11A	ins A1997-122
	sub A2005-54 amdt 1.230
	am A2013-44 amdt 3.170

Lessor's obligations

s 12	am A1997-122; A2004-13 amdt 2.89; A2004-58 amdt 2.1, amdt 2.2; A2005-39 s 9, s 10; A2006-16 amdt 1.48; A2011-28 amdt 3.209

Consideration

div 2.3 hdg	(prev pt 2 div 3 hdg) renum R2 LA

Rent or a bond only

s 15	am A2005-39 s 11; A2007-8 amdt 1.19; A2008-36 amdt 1.595; A2012-21 amdt 3.133

Alternative to a bond-insurance

s 17	om A2004-58 s 9

Lessor's obligations on signing agreement

div 2.4 hdg	(prev pt 2 div 4 hdg) renum R2 LA

Copy of agreement to be given to tenant

s 19	am A2004-58 amdt 2.3

Deposit of bond by lessor

s 23	am A2004-58 amdt 2.4
	sub A2005-39 s 12

Payment of bonds

div 3.1 hdg	(prev pt 3 div 1 hdg) renum R2 LA

Depositing bond

div 3.2 hdg	(prev pt 3 div 2 hdg) renum R2 LA

Notice accompanying deposit

s 25	am A2001-44 amdt 1.3633, amdt 1.3634; A2012-21 amdt 3.134

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Acknowledgment of receipt of bond money
s 26 am A2012-21 amdt 3.135, amdt 3.136

Payment of bond money into trust account
s 27 am A2008-36 amdt 1.595

Interest on amounts in trust account
s 28 am A2000-17 sch 1; A2002-27 s 62
sub A2005-60 amdt 1.129
(4)-(7) exp 22 March 2006 (s 28 (7))
sub A2008-37 amdt 1.424
am A2011-22 amdt 1.382

Condition of premises and deductions from bond
div 3.3 hdg (prev pt 3 div 3 hdg) renum R2 LA

Condition reports
s 29 am A2001-44 amdt 1.3635, amdt 1.3636; A2004-58 ss 10-13, amdt 2.5; A2005-39 s 13

Deductions from bond
s 31 am A2008-36 amdt 1.595

Release of bond money
div 3.4 hdg (prev pt 3 div 4 hdg) renum R2 LA

Application for release
s 32 am A1999-66 sch 3; A2001-44 amdt 1.3637, amdt 1.3638; R2 LA; A2008-36 amdt 1.583, amdt 1.595; A2011-22 amdt 1.383

Release if no dispute or if order
s 34 am A1999-66 sch 3; A2004-58 amdt 2.6; A2008-36 amdt 1.595

Disputes about all or part of bond
s 35 am A2004-58 amdt 2.7
sub A2008-36 amdt 1.584

General
div 4.1 hdg (prev pt 4 div 1 hdg) renum R2 LA

Termination
s 36 am A2001-44 amdt 1.3639; pars renum R15 LA; A2005-39 s 14; A2008-36 amdt 1.595; A2015-6 amdt 1.15; A2015-42 s 52

Entry for eviction purposes
s 37 am A2008-36 amdt 1.595

General duty to mitigate
s 38 am A2008-36 amdt 1.595

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Content of termination and possession orders
s 39 am A2008-36 amdt 1.595

Warrants for eviction
div 4.2 hdg (prev pt 4 div 2 hdg) renum R2 LA

Content of warrant
s 40 sub A2005-39 s 15

Unconditional orders
s 41 am A2008-36 amdt 1.595

Conditional orders
s 42 sub A2005-39 s 16
am A2008-22 amdt 1.47; ss renum R28 LA; A2008-36 amdt 1.595; A2011-28 amdt 3.210

Failure to comply with conditional order
s 42A ins A2005-39 s 16
am A2008-22 amdts 1.48-1.50; A2008-36 amdt 1.595

Hearing of application
s 42B ins A2005-39 s 16
am A2008-22 amdt 1.51; A2008-36 amdt 1.595

Termination initiated by tenant
div 4.3 hdg (prev pt 4 div 3 hdg) renum R2 LA

Breach of standard residential tenancy terms
s 43 hdg sub A2004-58 amdt 2.8
s 43 am A2004-58 amdt 2.9; A2008-36 amdt 1.595

Significant hardship
s 44 am A2002-30 amdt 3.662; A2008-36 amdt 1.595

Damage, injury or intention to damage or injure
s 45 am A2008-36 amdt 1.595

False or misleading statements
s 46 am A2008-36 amdt 1.595

Termination initiated by lessor
div 4.4 hdg (prev pt 4 div 4 hdg) renum R2 LA

No breach of standard residential tenancy terms
s 47 hdg sub A2004-58 amdt 2.10
s 47 am A2001-44 amdt 1.3640; A2004-58 amdt 2.11, amdt 2.12; A2008-36 amdt 1.595

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Certain breaches of standard residential tenancy terms

s 48 hdg	sub A2004-58 amdt 2.13
s 48	am A2001-44 amdt 1.3640; A2004-58 amdt 2.14, amdt 2.15; A2008-22 amdt 1.52; A2008-28 amdt 3.148; A2008-36 amdt 1.595; A2009-44 amdt 1.34

Failure to pay rent

s 49	am A2001-44 amdt 1.3640; A2004-58 amdt 2.16; A2008-22 amdt 1.53; A2008-28 amdts 3.149-3.151; ss renum R29 LA; A2008-36 amdt 1.595

Significant hardship

s 50	am A2008-36 amdt 1.595

Damage, injury or intention to damage or injure

s 51	sub A2004-58 s 14 am A2005-43 amdt 1.31; A2005-39 s 17; A2008-36 amdt 1.595

False or misleading statements

s 52	am A2008-36 amdt 1.595

Employer-provided accommodation

s 53	am A2008-36 amdt 1.595

Purported assignment or subletting

s 54	am A2001-44 amdt 1.3640; A2004-58 amdt 2.17, amdt 2.18; A2008-36 amdt 1.595

Repudiation without vacation

s 55	am A2008-36 amdt 1.595

Affected residential premises

s 55A	ins A2015-6 amdt 1.16

Eligible impacted property

s 55B	ins A2015-42 s 53

Compensation to lessor

s 56	am A2004-58 amdt 2.19; A2008-36 amdt 1.595

Retaliatory applications

s 57	sub A2004-58 s 15 am A2008-36 amdt 1.595

Defective termination notices

div 4.5 hdg	(prev pt 4 div 5 hdg) renum R2 LA

Lessor's defective notice if tenant vacates

s 58	am A2001-44 amdt 1.3641, amdt 1.3642; A2008-36 amdt 1.595

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Lessor's defective notice if tenant does not vacate
s 59 am A2001-44 amdt 1.3643; A2004-58 amdt 2.20; A2008-36 amdt 1.595

Tenant's defective termination notice
s 60 am A2001-44 amdt 1.3644, 1.3646; A2008-36 amdt 1.595

Abandonment of premises
div 4.6 hdg (prev pt 4 div 6 hdg) renum R2 LA

Effect of abandonment
s 61 am A2004-58 s 16; A2008-36 amdt 1.585

Abandonment during fixed term
s 62 am A1998-5; A2008-36 amdt 1.595

Miscellaneous
div 4.7 hdg (prev pt 4 div 7 hdg) renum R2 LA

Successor in title to lessor
s 64 am A1998-5; A2001-44 amdts 1.3646-1.3648, A2004-58 s 17, s 18; ss renum R10 LA (see A2004-58 s 19)

Standard residential tenancy term—increase in rent
s 64A ins A2009-19 s 66

Termination—affected residential premises
s 64AA ins A2015-6 amdt 1.17

Termination—eligible impacted property
s 64AB ins A2015-42 s 54

Waiver of notice requirements
s 65 am A2001-44 amdts 1.3649-1.3651; A2004-58 amdt 2.21; A2008-36 amdt 1.595

Freezing rents
s 66 am A2008-36 amdt 1.585

Orders
s 67 am A2008-36 amdt 1.585

Guideline for orders
s 68 am A2004-58 s 20, amdt 2.22; pars renum R15 LA; A2008-36 amdt 1.595

Effect of orders
s 69 am A2008-36 amdt 1.585

Further increases
s 70 am A2008-36 amdt 1.585

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Reduction of existing rent
s 71 am A2004-58 s 21; ss renum R10 LA (see A2004-58 s 22); A2008-36 amdt 1.595

Occupancy agreements
pt 5A hdg ins A2004-58 s 23

Who is *grantor?*
s 71A ins A2004-58 s 23

Who is an *occupant?*
s 71B ins A2004-58 s 23

What is an occupancy agreement?
s 71C ins A2004-58 s 23
am A2006-40 amdt 1.32; A2013-44 amdt 3.171

When does an occupancy agreement start?
s 71D ins A2004-58 s 23

Occupancy principles
s 71E ins A2004-58 s 23

Regulations about occupancy agreements
s 71F ins A2004-58 s 23

Standard occupancy terms
s 71G ins A2004-58 s 23

Occupant may deposit bond with Territory
s 71GA ins A2005-43 amdt 1.32
am A2008-37 amdt 1.425

Resolution of residential tenancy and occupancy disputes
pt 6 hdg sub A2004-58 s 24; A2008-36 amdt 1.586

Important concepts
div 6.1A hdg ins A2004-58 s 24
om A2008-36 amdt 1.586

What is a *tenancy dispute?*
s 71H ins A2004-58 s 24
om A2008-36 amdt 1.586

What is an *occupancy dispute*?
s 71I ins A2004-58 s 24
om A2008-36 amdt 1.586

Tribunal to have regard to occupancy principles
s 71J ins A2004-58 s 24
om A2008-36 amdt 1.586

Important concepts
div 6.1 hdg (prev pt 6 div 1 hdg) renum R2 LA

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sub A2008-36 amdt 1.586

Meaning of *tenancy dispute*
s 72 sub A2004-58 s 25; A2008-36 amdt 1.586

Meaning of *occupancy dispute*
s 73 am A1998-5; A2000-1 sch; A2001-44 amdt 1.3652, amdt 1.3653, A2004-58 s 26, amdt 2.23; ss renum R10 LA (see A2004-58 s 27)
sub A2008-36 amdt 1.586

ACAT to have regard to occupancy principles
s 74 am A2004-58 amdt 2.24
sub A2008-36 amdt 1.586

Action by registrar
div 6.2 hdg (prev pt 6 div 2 hdg) renum R2 LA
sub A2008-36 amdt 1.586

Assistance with inquiries about residential tenancy and occupancy agreements
s 75 am A2004-58 amdt 2.25, amdt 2.26
sub A2008-36 amdt 1.586

Jurisdiction of ACAT—this Act, standard residential tenancy terms and standard occupancy terms
div 6.3 hdg (prev pt 6 div 4 hdg) renum R2 LA
sub A2008-36 amdt 1.586

Jurisdiction of ACAT under this Act etc
s 76 am A2004-58 amdt 2.27
sub A2008-36 amdt 1.586

Saving of court jurisdiction
s 77 am A2004-58 amdts 2.28-2.30
sub A2008-36 amdt 1.586

Extended jurisdiction of ACAT with agreement of parties
s 78 sub A2008-36 amdt 1.586
am A2013-45 amdt 1.11

Applications to ACAT
div 6.4 hdg (prev pt 6 div 5 hdg) renum R2 LA
sub A2008-36 amdt 1.586

Who may apply to ACAT?
s 79 om A1998-5
ins A2008-36 amdt 1.586

Applications to ACAT by children—application of this Act etc
s 80 om A1998-5
ins A2008-36 amdt 1.586

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Powers and decisions of ACAT
div 6.5 hdg (prev pt 6 div 6 hdg) renum R2 LA
sub A2008-36 amdt 1.586

ACAT to assist parties to tenancy and occupancy disputes
s 81 am A2004-58 amdt 2.31
sub A2008-36 amdt 1.586

Disputes about agreements no longer in force
s 82 sub A2008-36 amdt 1.586

Orders by ACAT
s 83 sub A2005-53 amdt 1.135; A2008-36 amdt 1.586

Notice of intention to vacate—award of compensation
s 84 am A2004-58 amdt 2.32
sub A2008-36 amdt 1.586

Substitution of tenant
s 85 am A2004-58 amdt 2.32
sub A2008-36 amdt 1.586

Enforcement of ACAT orders
div 6.6 hdg **orig div 6.6 hdg**
(prev pt 6 div 7 hdg) renum as div 6.6 hdg and then sub as pt 6B hdg
pres div 6.6 hdg
ins A2008-36 amdt 1.586

Failure to comply with ACAT orders
s 86 sub A2008-36 amdt 1.586

Tenancy databases
pt 6A hdg ins A2005-39 s 19
om A2011-31 s 4

Enforcement
pt 6B hdg (prev pt 6 div 7 hdg) renum as div 6.6 hdg R2 LA
sub as pt 6B hdg A2005-39 s 20
om A2008-36 amdt 1.587

Residential tenancy databases
pt 7 hdg om A2008-36 amdt 1.587
ins A2011-31 s 5

Residential tenancies tribunal
div 7.1 hdg (prev pt 7 div 1 hdg) renum R2 LA
om A2008-36 amdt 1.587

Definitions—pt 7
s 87 am A2004-58 amdt 2.32
om A2008-36 amdt 1.586

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ins A2011-31 s 5
def ***agent*** ins A2011-31 s 5
def ***database*** ins A2011-31 s 5
def ***database operator*** ins A2011-31 s 5
def ***inaccurate*** ins A2011-31 s 5
def ***list*** ins A2011-31 s 5
def ***out of date*** ins A2011-31 s 5
def ***personal information*** ins A2011-31 s 5
def ***rental bond*** ins A2011-31 s 5
def ***residential tenancy database*** ins A2011-31 s 5

Application—pt 7

s 88 am A2000-17 sch 1, A2004-58 amdt 2.32
om A2008-36 amdt 1.586
ins A2011-31 s 5

Notice of usual use of database

s 89 hdg am A2000-17 sch 1
s 89 am A2000-17 sch 1
om A2008-36 amdt 1.586
ins A2011-31 s 5

Notice of listing if database used

s 90 om A2008-36 amdt 1.586
ins A2011-31 s 5

Listing can be made only for certain breaches by certain people

s 91 am A2004-58 amdt 2.32
om A2008-36 amdt 1.586
ins A2011-31 s 5

Further restriction on listing

s 92 am A2004-58 amdt 2.32
om A2008-36 amdt 1.586
ins A2011-31 s 5

Ensuring quality of listing—lessor's or agent's obligation

s 93 om A2008-36 amdt 1.586
ins A2011-31 s 5

Ensuring quality of listing—database operator's obligation

s 94 om A2008-36 amdt 1.586
ins A2011-31 s 5

Providing copy of personal information listed

s 95 om A2008-36 amdt 1.586
ins A2011-31 s 5

Notifying relevant non-parties of tribunal order about listing

s 96 sub A2005-53 amdt 1.36
(4), (5) exp 23 November 2006 (s 96 (5))

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om A2008-36 amdt 1.586
ins A2011-31 s 5

Appearance by audiovisual or audio links
s 96A ins A1999-22 s 34
am A2000-17 sch 1; A2003-48 amdt 2.17
om A2008-36 amdt 1.586

Keeping personal information listed
s 97 sub A2005-53 amdt 1.37
om A2008-36 amdt 1.586
ins A2011-31 s 5
am A2014-49 amdt 1.31, amdt 1.32

Application to ACAT about contravention
s 98 om A2008-36 amdt 1.586
ins A2011-31 s 5

Application to ACAT about certain personal information listed in residential tenancy database
s 99 om A2008-36 amdt 1.586
ins A2011-31 s 5

Application to ACAT about proposed listing of personal information
s 100 om A2008-36 amdt 1.586
ins A2011-31 s 5

Order for compensation
s 101 am A2004-58 amdt 2.33
om A2008-36 amdt 1.586
ins A2011-31 s 5

Procedural powers of tribunal
s 102 am A2001-44 amdts 1.3654-1.3656; A2004-58 ss 28-30; pars renum R10 LA (see A2004-58 s 31); A2008-22 amdt 1.54
om A2008-36 amdt 1.586

Interim orders
s 103 am A2001-44 amdts 1.3657-1.3659; A2004-58 amdt 2.34
om A2008-36 amdt 1.586

Orders
s 104 am A2001-44 amdt 1.3660, A2004-58 s 32, amdts 2.35-2.38; pars renum R10 LA (see A2004-58 s 33); A2005-60 amdt 1.130
om A2008-36 amdt 1.586

Tribunal may refer matters to other entities
s 104A ins A2004-58 s 34
om A2008-36 amdt 1.586

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Tribunal to record details of order

s 104B ins A2004-58 s 34
om A2008-36 amdt 1.586

Tribunal to give copy of order and order details to parties

s 105 sub A2004-58 s 34
om A2008-36 amdt 1.586

Statement of reasons

s 106 am A2004-58 amdt 2.39
om A2008-36 amdt 1.586

Notice of intention to vacate—award of compensation

s 107 om A2008-36 amdt 1.586

Substitution of tenant

s 107A ins A2005-39 s 18
am A2007-8 amdt 1.16
om A2008-36 amdt 1.586

Definitions for pt 6A

s 107B ins A2005-39 s 19
om A2011-31 s 4
def ***personal information*** ins A2005-39 s 19
om A2011-31 s 4
def ***tenancy database*** ins A2005-39 s 19
om A2011-31 s 4

Non-application to internal databases

s 107C ins A2005-39 s 19
am A2007-8 amdt 1.19
om A2011-31 s 4

Restriction on inclusion of personal information

s 107D ins A2005-39 s 19
om A2011-31 s 4

Application to ACAT about contravention

s 107E hdg am A2008-36 amdt 1.595
s 107E ins A2005-39 s 19
am A2008-36 amdt 1.595
om A2011-31 s 4

Application to ACAT about incorrect or unjust inclusion in database

s 107F hdg am A2008-36 amdt 1.595
s 107F ins A2005-39 s 19
am A2008-36 amdt 1.595
om A2011-31 s 4

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Application to ACAT about proposed inclusion of personal information

s 107G hdg	am A2008-36 amdt 1.595
s 107G	ins A2005-39 s 19
	am A2008-36 amdt 1.595
	om A2011-31 s 4

Order for compensation

s 107H	ins A2005-39 s 19
	am A2008-36 amdt 1.595
	om A2011-31 s 4

Failure to comply with tribunal orders

s 108	sub A2005-54 amdt 1.231
	om A2008-36 amdt 1.587

Orders for payment of money

s 109	om A2008-36 amdt 1.587

Establishment

s 110	om A2008-36 amdt 1.587

Constitution

s 111	om A2008-36 amdt 1.587

Membership

s 112	am A2002-11 amdt 2.87; A2004-58 s 35; A2008-22 amdt 1.55; A2008-28 amdt 3.152, amdt 3.153
	om A2008-36 amdt 1.587

Acting president

s 113	om A2008-28 amdt 3.154

Registrar and deputy registrar

s 114	sub A1999-66 sch 3
	am A2006-40 amdt 1.33
	om A2008-36 amdt 1.587

Jurisdiction of tribunal generally

s 115	am A1999-66 sch 3; A2004-58 amdt 2.40, amdt 2.41
	sub A2006-40 amdt 1.34
	om A2008-36 amdt 1.587

Saving of court jurisdiction

s 115A	orig s 115A renum as s 115C
	ins A2006-40 amdt 1.34
	om A2008-36 amdt 1.587

Extended jurisdiction of tribunal with agreement of parties

s 115B	ins A2006-40 amdt 1.34
	om A2008-36 amdt 1.587

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Disputes about agreements no longer in force

s 115C	(prev s 115A) ins A2004-58 s 36 renum A2006-40 amdt 1.35 om A2008-36 amdt 1.587

Decisions on matters agreed to by parties

s 115D	ins A2008-7 amdt 1.75 om A2008-36 amdt 1.587

Referees

div 7.2 hdg	(prev pt 7 div 2 hdg) renum R2 LA om A2008-36 amdt 1.587

Referees

s 116	am A1997-96 sch 1; A2004-58 amdt 2.42; A2005-39 s 21; A2008-28 amdt 3.155, amdt 3.156; ss renum R29 LA om A2008-36 amdt 1.587

Registrar and deputy registrars

div 7.3 hdg	(prev pt 7 div 3 hdg) renum R2 LA om A2008-36 amdt 1.587

Functions and powers

s 117	am A2004-58 s 37, amdt 2.43, amdt 2.44 om A2008-36 amdt 1.587

President's involvement

s 118	om A2008-36 amdt 1.587

Deputy registrars

s 119	om A2008-28 amdt 3.157

Other matters about tribunal

div 7.4 hdg	(prev pt 7 div 3 hdg) renum R1 LRA renum R2 LA om A2008-36 amdt 1.587

Procedure generally

s 120	am A2001-44 amdt 1.3661, amdt 1.3662 sub A2004-58 s 38 om A2008-36 amdt 1.587

Informality of procedures

s 121	om A2008-28 amdt 3.157

Contempt of tribunal

s 122	sub A2005-53 amdt 1.38 om A2008-36 amdt 1.587

Application of Criminal Code, ch 7

s 122A	ins A2005-53 amdt 1.38 om A2008-36 amdt 1.587

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Protection of members etc
s 123 om A2008-28 amdt 3.157

Approved forms—registrar
s 123A ins A2001-44 amdt 1.3663
am A2008-28 amdt 3.158
om A2008-36 amdt 1.587

Referrals and appeals to Supreme Court
pt 8 hdg om A2008-36 amdt 1.587

Referral of questions of law
s 124 sub A2004-60 amdt 1.626
om A2008-36 amdt 1.587

Appeals from tribunal decisions
s 125 sub A2004-60 amdt 1.626
am A2004-58 s 39 (as am by A2005-20 amdt 3.340)
(5), (6) exp 10 January 2006 (s 125 (6))
sub A2006-40 amdt 2.170
om A2008-36 amdt 1.587

Declared crisis accommodation provider
s 126 om A2004-60 amdt 1.626
ins A2005-39 s 22
am A2011-28 amdt 3.211

Transfer of public housing under will
s 127A ins A2005-39 s 23
am A2007-8 amdt 1.17, amdt 1.19; A2008-36 amdt 1.595

Purported assignment or subletting
s 128 am A2004-58 amdt 2.45; A2008-36 amdt 1.595

Admissibility of evidence given before approved mediator etc
s 129 am A2005-53 amdt 1.39
sub A2005-54 amdt 1.232
om A2008-36 amdt 1.588

False information
s 130 om A2005-53 amdt 1.40 (see also A2005-54 amdt 1.233)

Proceedings by children
s 131 sub A2004-60 amdt 1.627

Approved forms—Minister
s 133 sub A2001-44 amdt 1.3664
(4)-(7) exp 12 September 2002 (s 133 (7))
am A2008-36 amdt 1.595; A2011-28 amdt 3.211

Determined criteria
s 134 om A2004-58 s 40

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Determined fees
s 135 om A2000-1 sch

Regulation-making power
s 136 am A2001-44 amdt 1.3665, amdt 1.3666; A2005-39 s 24; A2008-36 amdt 1.589

Transitional
pt 10 hdg ins A2004-58 s 41
exp 8 March 2006 (s 139)

Occupancy agreements
s 137 ins A2004-58 s 41
exp 8 March 2006 (s 139)

Disposal of condition reports held by Territory
s 138 ins A2004-58 s 41
exp 8 April 2005 (s 139)

Expiry of pt 10
s 139 ins A2004-58 s 41
exp 8 March 2006 (s 139)

Transitional—Asbestos Legislation Amendment Act 2006
pt 11 hdg ins A2006-16 amdt 1.49
exp 1 July 2007 (s 141)

Existing residential tenancy agreements—lessor must provide asbestos information
s 140 ins A2006-16 amdt 1.49
exp 1 July 2007 (s 141)

Expiry—pt 11
s 141 ins A2006-16 amdt 1.49
exp 1 July 2007 (s 141)

Validation
pt 12 hdg ins A2009-7 amdt 1.36
exp 6 March 2009 (s 143)

Validation of selection
s 142 ins A2009-7 amdt 1.36
exp 6 March 2009 (s 143)

Expiry—pt 12
s 143 ins A2009-7 amdt 1.36
exp 6 March 2009 (s 143)

Standard residential tenancy terms
sch 1 hdg (prev sch hdg) renum R2 LA
sub A2004-58 amdt 1.1

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sch 1 cl 13	am A1999-66 sch 3; A2000-17 sch 1; A2001-17 amdt 2.17; A2011-41 amdt 5.30
sch 1 cl 20	am A2004-58 amdt 1.2, amdt 1.3
sch 1 cl 21	am A2004-58 amdt 1.4
sch 1 cl 22	am A2004-58 amdt 1.5
sch 1 cl 23	sub A2005-39 s 25
sch 1 cl 26	am A2004-58 amdt 1.6
sch 1 cl 30	am A2004-58 amdt 1.7
sch 1 cl 31	am A2004-58 amdt 1.8
sch 1 cl 36	am A2007-8 amdt 1.18
sch 1 cl 43	am A2004-58 amdt 1.9
sch 1 cl 45	sub A2001-17 amdt 2.18
sch 1 cl 54	am A2004-58 amdt 1.10; subcl renum R16 LA (see A2004-58 amdt 1.11)
sch 1 cl 55	am R1 LA; R2 LA; A2005-39 s 26
sch 1 cl 58	sub A2001-17 amdt 2.19
sch 1 cl 66	sub A2001-17 amdt 2.20 am A2004-58 amdt 1.12 sub A2011-41 amdt 5.31
sch 1 cl 71	am A2004-58 amdt 1.13
sch 1 cl 79	am A2004-58 amdt 1.14
sch 1 cl 80	am A2004-58 amdt 1.15
sch 1 cl 82	am A2004-58 amdt 1.16
sch 1 cl 91	am A2004-58 amdt 1.17
sch 1 cl 92	am A2004-58 amdts 1.18-1.22
sch 1 cl 93	am A2004-58 amdt 1.23
sch 1 cl 96	am A2004-58 amdt 1.24, amdt 1.25
sch 1 cl 98	am A2004-58 amdt 1.26

Dictionary

dict	ins A2004-58 s 42 am A2008-36 amdt 1.590; A2011-22 amdt 1.384; A2011-28 amdt 3.212; A2013-44 amdt 3.172 def ***ACAT trust account*** ins A2008-37 amdt 1.426 def ***affected residential premises*** ins A2015-6 amdt 1.18 def ***affected residential premises register*** ins A2015-6 amdt 1.18 def ***agent*** ins A2011-31 s 7 def ***approved mediator*** sub A1998-5 s 4 reloc from s 3 A2004-58 s 6 om A2008-36 amdt 1.591 def ***asbestos advice*** ins A2006-16 amdt 1.50 om A2011-28 amdt 3.213 def ***asbestos assessment report*** ins A2006-16 amdt 1.50 om A2011-28 amdt 3.213

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def ***bond*** reloc from s 3 A2004-58 s 6
def ***class*** ins A2015-6 amdt 1.18
def ***commissioner*** reloc from s 3 A2004-58 s 6
def ***conditional termination and possession order*** ins A2008-22 amdt 1.56
am A2011-28 amdt 3.214
def ***crisis accommodation*** ins A2005-39 s 27
def ***database*** ins A2011-31 s 7
def ***database operator*** ins A2011-31 s 7
def ***eligible impacted property*** ins A2015-42 s 55
def ***energy efficiency rating*** ins A1997-122 s 4
reloc from s 3 A2004-58 s 6
def ***energy efficiency rating statement*** ins A2004-58 s 42
sub A2010-32 s 39
def ***enforcement condition*** ins A2005-39 s 27
om A2008-22 amdt 1.57
def ***fixed term agreement*** reloc from s 3 A2004-58 s 6
def ***former lessor*** reloc from s 3 A2004-58 s 6
def ***former tenant*** reloc from s 3 A2004-58 s 6
def ***grantor*** ins A2004-58 s 42
def ***inaccurate*** ins A2011-31 s 7
def ***lessor*** ins A2004-58 s 42
def ***list*** ins A2011-31 s 7
def ***member of the tribunal*** reloc from s 3 A2004-58 s 6
om A2008-36 amdt 1.591
def ***mobile home*** reloc from s 3 A2004-58 s 6
def ***mobile home park*** reloc from s 3 A2004-58 s 6
def ***occupancy agreement*** ins A2004-58 s 42
def ***occupancy dispute*** ins A2004-58 s 42
sub A2008-36 amdt 1.592
am A2011-28 amdt 3.215
def ***occupancy principles*** ins A2004-58 s 42
def ***occupant*** ins A2004-58 s 42
def ***out of date*** ins A2011-31 s 7
def ***party*** reloc from s 3 A2004-58 s 6
om A2008-36 amdt 1.593
def ***periodic agreement*** reloc from s 3 A2004-58 s 6
def ***personal information*** ins A2005-39 s 27
sub A2011-31 s 8
def ***preliminary conference*** reloc from s 3 A2004-58 s 6
om A2008-36 amdt 1.593
def ***premises*** reloc from s 3 A2004-58 s 6
def ***president*** reloc from s 3 A2004-58 s 6
om A2008-36 amdt 1.593
def ***referee*** reloc from s 3 A2004-58 s 6
om A2008-36 amdt 1.593

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def ***registrar*** sub A1999-66 sch 3
reloc from s 3 A2004-58 s 6
sub A2008-36 amdt 1.594
def ***rental bond*** ins A2011-31 s 9
def ***residential tenancy agreement*** ins A2004-58 s 42
def ***residential tenancy database*** ins A2011-31 s 9
def ***standard occupancy terms*** ins A2004-58 s 42
def ***standard residential tenancy terms*** ins A2004-58 s 42
def ***tenancy database*** ins A2005-39 s 27
sub A2011-28 amdt 3.216
om A2011-31 s 10
def ***tenancy dispute*** ins A2004-58 s 42
sub A2008-36 amdt 1.594
def ***tenant*** ins A2004-58 s 42
def ***termination and possession order*** reloc from s 3 A2004-58 s 6
def ***termination notice*** am A2001-44 s 1.3632
reloc from s 3 A2004-58 s 6
def ***tribunal*** reloc from s 3 A2004-58 s 6
sub A2008-36 amdt 1.594
def ***trust account*** reloc from s 3 A2004-58 s 6
am A2011-22 amdt 1.385

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5 Earlier republications

Some earlier republications were not numbered. The number in column 1 refers to the publication order.

Since 12 September 2001 every authorised republication has been published in electronic pdf format on the ACT legislation register. A selection of authorised republications have also been published in printed format. These republications are marked with an asterisk (*) in column 1. Electronic and printed versions of an authorised republication are identical.

Republication No and date	Effective	Last amendment made by	Republication for
R0A 14 Feb 2008	31 Mar 1999– 31 Aug 1999	A1998-5	amendments by A1997-96, A1997-122 and A1998-5
R0B 14 Feb 2008	1 Sept 1999– 9 Nov 1999	A1999-22	amendments by A1999-22
R0C 14 Feb 2008	10 Nov 1999– 31 May 2000	A1999-66	amendments by A1999-66
R0D 14 Feb 2008	1 June 2000– 8 Sept 2000	A2000-17	amendments by A2000-17
R0E 14 Feb 2008	9 Sept 2000– 13 Nov 2000	A2000-17	amendments by A2000-1
R1 14 Nov 2000	14 Nov 2000– 11 Sept 2001	A2000-17	includes editorial amendments under Legislation Act
R1 (RI) 14 Feb 2008	14 Nov 2000– 11 Sept 2001	A2000-17	reissue of printed version
R2 4 Feb 2002	12 Sept 2001– 27 May 2002	A2001-44	amendments by A2001-44
R3 30 May 2002	28 May 2002– 12 Sept 2002	A2002-11	amendments by A2002-11
R4 13 Sept 2002	13 Sept 2002– 16 Sept 2002	A2002-27	commenced expiry
R5 3 Oct 2002	17 Sept 2002– 6 Oct 2002	A2002-30	amendments by A2002-30

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Republication No and date	Effective	Last amendment made by	Republication for
R6* 7 Oct 2002	7 Oct 2002– 29 Apr 2004	A2002-30	amendments by A2002-27
R7 30 Apr 2004	30 Apr 2004– 31 Aug 2004	A2004-13	amendments by A2003-48
R8 1 Sept 2004	1 Sept 2004– 9 Jan 2005	A2004-13	amendments by A2004-13
R9 10 Jan 2005	10 Jan 2005– 7 Mar 2005	A2004-60	amendments by A2004-60
R10 8 Mar 2005	8 Mar 2005– 8 Apr 2005	A2004-60	amendments by A2004-58
R10 (RI) 17 May 2005	8 Mar 2005– 8 Apr 2005	A2004-60	reissue for retrospective amendments by A2005-20
R11 9 Apr 2005	9 Apr 2005– 30 Sept 2005	A2004-60	commenced expiry
R11 (RI) 17 May 2005	9 Apr 2005– 30 Sept 2005	A2004-60	reissue for retrospective amendments by A2005-20
R12 1 Oct 2005	1 Oct 2005– 22 Nov 2005	A2005-43	amendments by A2005-43
R13 23 Nov 2005	23 Nov 2005– 23 Nov 2005	A2005-54	amendments by A2005-53
R14 24 Nov 2005	24 Nov 2005– 21 Dec 2005	A2005-54	amendments by A2005-54
R15 22 Dec 2005	22 Dec 2005– 31 Dec 2005	A2005-60	amendments by A2005-60
R16 1 Jan 2006	1 Jan 2006– 10 Jan 2006	A2005-60	amendments by A2004-58 and A2005-39
R17 11 Jan 2006	11 Jan 2006– 27 Feb 2006	A2005-60	commenced expiry
R18 28 Feb 2006	28 Feb 2006– 8 Mar 2006	A2005-60	amendments by A2005-39

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5 Earlier republications

Republication No and date	Effective	Last amendment made by	Republication for
R19 9 Mar 2006	9 Mar 2006– 22 Mar 2006	A2005-60	commenced expiry
R20* 23 Mar 2006	23 Mar 2006– 30 June 2006	A2005-60	commenced expiry
R21 1 July 2006	1 July 2006– 28 Sept 2006	A2006-24	amendments by A2006-16 as amended by A2006-24
R22 29 Sept 2006	29 Sept 2006– 18 Oct 2006	A2006-40	amendments by A2006-40
R23 19 Oct 2006	19 Oct 2006– 23 Nov 2006	A2006-40	amendments by A2006-40
R24 24 Nov 2006	24 Nov 2006– 1 July 2007	A2006-40	commenced expiry
R25 2 July 2007	2 July 2007– 9 Nov 2007	A2007-8	commenced expiry
R26 10 Nov 2007	10 Nov 2007– 6 May 2007	A2007-8	amendments by A2007-8
R27 7 May 2008	7 May 2008– 28 July 2008	A2008-7	amendments by A2008-7
R28 29 July 2008	29 July 2008– 25 Aug 2008	A2008-22	amendments by A2008-22
R29 26 Aug 2008	26 Aug 208– 1 Feb 2009	A2008-28	amendments by A2008-28
R30* 2 Feb 2009	2 Feb 2009– 5 Mar 2009	A2008-37	amendments by A2008-36 and A2008-37
R31 6 Mar 2009	6 Mar 2009– 6 Mar 2009	A2009-7	amendments by A2009-7
R32 7 Mar 2009	7 Mar 2009– 28 Sept 2009	A2009-7	commenced expiry
R33 29 Sept 2009	29 Sept 2009– 21 Dec 2009	A2009-19	amendments by A2009-19

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Republication No and date	Effective	Last amendment made by	Republication for
R34 22 Dec 2009	22 Dec 2009– 28 Feb 2011	A2009-44	amendments by A2009-44
R35* 1 Mar 2011	1 Mar 2011– 30 June 2011	A2010-32	amendments by A2010-32
R36 1 July 2011	1 July 2011– 20 Sept 2011	A2011-22	amendments by A2011-22
R37 21 Sept 2011	21 Sept 2011– 28 Feb 2012	A2011-28	amendments by A2011-28
R38 29 Feb 2012	29 Feb 2012– 29 Mar 2012	A2011-31	amendments by A2011-31
R39 30 Mar 2012	30 Mar 2012– 4 June 2012	A2011-41	amendments by A2011-41
R40 5 June 2012	5 June 2012– 3 Mar 2013	A2012–21	amendments by A2012–21
R41* 4 Mar 2013	4 Mar 2013– 11 Nov 2013	A2013-7	amendments by A2013-7
R42 12 Nov 2013	12 Nov 2013– 24 Nov 2013	A2013-45	amendments by A2013-45
R43 25 Nov 2013	25 Nov 2013– 16 Nov 2014	A2013-45	amendments by A2013-44
R44 17 Nov 2014	17 Nov 2014– 16 Apr 2015	A2014-49	amendments by A2014-49
R45 17 Apr 2015	17 Apr 2015– 12 Nov 2015	A2015-6	amendments by A2015-6

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