

2004

THE LEGISLATIVE ASSEMBLY  
FOR THE AUSTRALIAN CAPITAL TERRITORY

---

(As presented)

(Attorney-General)

# Residential Tenancies Amendment Bill 2004

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# **Residential Tenancies Amendment Bill 2004**

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## **A Bill for**

An Act to amend the *Residential Tenancies Act 1997*

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The Legislative Assembly for the Australian Capital Territory enacts as follows:

1 **1 Name of Act**

2 This Act is the *Residential Tenancies Amendment Act 2004*.

3 **2 Commencement**

- 4 (1) This Act commences on a day fixed by the Minister by written  
5 notice.

6 *Note 1* The naming and commencement provisions automatically commence on  
7 the notification day (see Legislation Act, s 75 (1)).

8 *Note 2* A single day or time may be fixed, or different days or times may be  
9 fixed, for the commencement of different provisions (see Legislation  
10 Act, s 77 (1)).

11 *Note 3* If a provision has not commenced within 6 months beginning on the  
12 notification day, it automatically commences on the first day after that  
13 period (see Legislation Act, s 79).

- 14 (2) The Legislation Act, section 79 (Automatic commencement of  
15 postponed law) does not apply to schedule 1.

- 16 (3) However, if schedule 1 has not commenced by 1 January 2007,  
17 schedule 1 automatically commences on that day.

18 **3 Legislation amended**

19 This Act amends the *Residential Tenancies Act 1997*.

20 **4 Title**

21 *substitute*

22 An Act relating to residential tenancies and occupancy agreements

- 1 **5 Interpretation**  
2 **Section 3 (1), definition of *energy efficiency rating***  
3 ***statement, lessor, prescribed terms, residential tenancy***  
4 ***agreement, retirement village, tenancy dispute, tenant***  
5 ***and working day***
- 6 *omit*
- 7 **6 Section 3 (1), definitions (as amended)**
- 8 *relocate to dictionary*
- 9 **7 Section 3, remainder**
- 10 *substitute*
- 11 **2 Dictionary**
- 12 The dictionary at the end of this Act is part of this Act.
- 13 *Note 1* The dictionary at the end of this Act defines certain terms used in this  
14 Act, and includes references (*signpost definitions*) to other terms  
15 defined elsewhere.
- 16 For example, the signpost definition '*energy efficiency rating*  
17 *statement*—see the *Civil Law (Sale of Residential Property) Act 2003,*  
18 *s 20.*' means that the term '*energy efficiency rating statement*' is  
19 defined in that section and the definition applies to this Act.
- 20 *Note 2* A definition in the dictionary (including a signpost definition) applies to  
21 the entire Act unless the definition, or another provision of the Act,  
22 provides otherwise or the contrary intention otherwise appears (see  
23 Legislation Act, s 155 and s 156 (1)).
- 24 **3 Notes**
- 25 A note included in this Act is explanatory and is not part of this Act.
- 26 *Note* See Legislation Act, s 127 (1), (4) and (5) for the legal status of notes.

1 **8 Sections 4 to 10**

2 *substitute*

3 **4 Application of Act**

4 This Act does not apply in relation to—

- 5 (a) a retirement village containing a complex of residential  
6 premises (whether or not including hostel units) established  
7 mainly for occupation by people who are at least 55 years old  
8 under a scheme in which a person makes a payment (including  
9 a gift) to the entity administering the scheme in consideration  
10 for being admitted as a resident of the complex; or
- 11 (b) a nursing home or hostel for aged or disabled people conducted  
12 by an eligible organisation under the *Aged or Disabled Persons*  
13 *Care Act 1954* (Cwlth); or
- 14 (c) premises prescribed under the regulations.

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

18 *Note 2* The *Aged or Disabled Persons Care Act 1954* (Cwlth) is available at  
19 [scaleplus.law.gov.au](http://scaleplus.law.gov.au)

20 **Part 1A Meaning of residential tenancy**  
21 **agreement**

22 **5 Who is a lessor?**

- 23 (1) A person is a *lessor* if the person grants a right of occupation under  
24 a residential tenancy agreement.
- 25 (2) *Lessor* includes a prospective lessor.

- 
- 1     **6**           **Who is a *tenant*?**
- 2           (1) A person is a *tenant* if the person has a right of occupation under a
- 3           residential tenancy agreement.
- 4           (2) *Tenant* includes a prospective tenant.
- 5     **6A**           **What is a *residential tenancy agreement*?**
- 6           (1) An agreement is a *residential tenancy agreement* if, under the
- 7           agreement—
- 8           (a) a person gives someone else (the *tenant*) a right to occupy
- 9           stated premises; and
- 10          (b) the premises are for the tenant to use as a home (whether or not
- 11          together with other people); and
- 12          (c) the right is given for value.
- 13          (2) The agreement may be—
- 14           (a) express or implied; or
- 15           (b) in writing, oral, or partly in writing and partly oral.
- 16          (3) The right to occupy may be—
- 17           (a) exclusive or not exclusive; and
- 18           (b) given with a right to use facilities, furniture or goods.
- 19          (4) This section is subject to the following sections:
- 20           • section 6D (Certain kinds of agreements not residential tenancy
- 21           agreements)
- 22           • section 6E (Certain people given right of occupation not
- 23           tenants)
- 24           • section 6F (Certain kinds of premises mean no residential
- 25           tenancy agreement).

1 **6B Residential tenancy agreement if agreement written and**  
2 **says it is residential tenancy agreement**

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

- 5 (a) complies with section 6A (1) to (3); and  
6 (b) is in writing; and  
7 (c) expressly states that it is a residential tenancy agreement.

8 **6C Residential tenancy agreement if agreement part of**  
9 **employment**

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

14 **6D Certain kinds of agreements not residential tenancy**  
15 **agreements**

- 16 (1) A residential tenancy agreement does not include an agreement—  
17 (a) arising under a mortgage entered into honestly in relation to the  
18 premises; or  
19 (b) arising under a scheme if—  
20 (i) a group of adjacent premises is owned by a company; and  
21 (ii) the tenants who have rights to occupy the adjacent  
22 premises are people who jointly have a controlling  
23 interest in the company; or  
24 (c) entered into honestly to provide a right to occupy the premises  
25 for a holiday; or  
26 (d) prescribed under the regulations.

- 
- 1 (2) This section is subject to the following sections:  
2 • section 6B (Residential tenancy agreement if agreement written  
3 and says it is residential tenancy agreement)  
4 • section 6C (Residential tenancy agreement if agreement part of  
5 employment).
- 6 **6E Certain people given right of occupation not tenants**
- 7 (1) A residential tenancy agreement does not include an agreement for  
8 the right to occupy premises if the person given the right of  
9 occupation is—  
10 (a) a party to an agreement entered into honestly for the sale or  
11 purchase of the premises; or  
12 (b) a boarder or lodger; or  
13 (c) a person prescribed under the regulations.
- 14 (2) This section is subject to the following sections:  
15 • section 6B (Residential tenancy agreement if agreement written  
16 and says it is residential tenancy agreement)  
17 • section 6C (Residential tenancy agreement if agreement part of  
18 employment).
- 19 **6F Certain kinds of premises mean no residential tenancy**  
20 **agreement**
- 21 (1) A residential tenancy agreement does not include an agreement for  
22 the right to occupy premises if the premises are—  
23 (a) a caravan or mobile home in a mobile home park; or  
24 (b) a hotel or motel; or  
25 (c) used for a club; or  
26 (d) on the campus of an educational institution; or

1 (e) prescribed under the regulations.

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

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

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

9 **7 When does residential tenancy agreement start?**

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

- 12 (a) the day stated in the agreement;  
13 (b) the 1st day both parties have signed the agreement and  
14 received a copy signed by the other;  
15 (c) the day the tenant takes possession of the premises;  
16 (d) the 1st day the lessor receives rent from the tenant.

17 **Part 2 Residential tenancy agreements**

18 **Division 2.1 Terms of agreement**

19 **8 Standard residential tenancy terms**

20 A residential tenancy agreement—

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

24 (b) may contain any other term—

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

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

6 **9 Inconsistent terms void**

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

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

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

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

12 **10 Endorsement of inconsistent terms by tribunal**

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

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

19 (a) endorse the inconsistent term;

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

22 (3) In making a decision under subsection (2), the tribunal must  
23 consider—

24 (a) the criteria determined under subsection (5); and

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

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

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

4 (6) A determination is a disallowable instrument.

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

7 **9 Alternative to a bond—insurance**  
8 **Section 17**

9 *omit*

10 **10 Condition reports**  
11 **Section 29 (1)**

12 *omit*

13 3 copies

14 *substitute*

15 2 copies

16 **11 Section 29 (3)**

17 *omit*

18 2 of those copies

19 *substitute*

20 1 copy

---

1 **12 Section 29 (4)**

2 *omit*  
3 the copies  
4 *substitute*  
5 the copy

6 **13 Section 29 (5)**

7 *omit*

8 **14 Section 51**

9 *substitute*

10 **51 Damage, injury or intention to damage or injure**

11 On application, the tribunal may make a termination and possession  
12 order effective immediately if satisfied that the tenant has  
13 intentionally or recklessly caused or allowed, or is likely to cause or  
14 allow—

- 15 (a) serious damage to the premises or to other property of the  
16 lessor; or
- 17 (b) if the lessor is an individual—injury to the lessor or a member  
18 of the lessor's family; or
- 19 (c) if the lessor is a corporation—injury to a representative of the  
20 corporation or a member of a representative's family.

1 **15 Section 57**

2 *substitute*

3 **57 Retaliatory applications**

4 (1) This section applies if—

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

7 (b) the tenant presents evidence that—

8 (i) the tenant applied to the tribunal for an order in relation  
9 to the lessor; or

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

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

14 **Examples**

15 1 The tenant sought legal advice.

16 2 The tenant sought mediation.

17 (iv) the tribunal made an order in favour of the tenant against  
18 the lessor.

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

22 (2) The tribunal must refuse to make the termination and possession  
23 order—

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

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

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

2 **16 Effect of abandonment**  
3 **Section 61, new note**

4 *insert*

5 *Note* If there is a dispute about the date of abandonment, the parties may  
6 apply to the tribunal for an order declaring when the premises were  
7 abandoned (see s 104 (ja)).

8 **17 Successor in title to lessor**  
9 **Section 64 (1), new examples**

10 *insert*

11 **Examples**

12 1 The lessor dies and the premises are inherited by the lessor's child. The  
13 child may terminate the tenancy.

14 2 The lessor mortgages the premises, defaults on the mortgage and the  
15 mortgagee forecloses. The mortgagee may terminate the tenancy.

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

19 **18 New section 64 (1A)**

20 *insert*

21 (1A) A person cannot terminate a tenancy under subsection (1) if the  
22 person—

23 (a) is a purchaser of the premises; and

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

26 **19 Section 64**

27 *renumber subsections when Act next republished under Legislation*  
28 *Act*

1 **20** **Guideline for orders**  
2 **Section 68 (5)**

3 *substitute*

4 (5) In subsection (2):

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

8 **21** **Reduction of existing rent**  
9 **New section 71 (1A)**

10 *insert*

11 (1A) To remove any doubt and for subsection (1), a tenant's quiet  
12 enjoyment of premises is interfered with if there is substantial  
13 interference with, or a significant lessening of freedom in  
14 exercising, the tenant's rights.

15 **22** **Section 71**

16 *renumber subsections when Act next republished under Legislation*  
17 *Act*

18 **23** **New part 5A**

19 *insert*

20 **Part 5A** **Occupancy agreements**

21 **71A** **Who is a grantor?**

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

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

---

1 **71B Who is an occupant?**

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

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

5 **71C What is an occupancy agreement?**

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

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

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

11 (c) the right is given for value; and

12 (d) the grantor may lawfully terminate the agreement, without  
13 cause, by giving less than 6 months notice; and

14 (e) the agreement is not a residential tenancy agreement.

15 (2) The agreement may be—

16 (a) express or implied; or

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

18 (3) The right to occupy may be—

19 (a) exclusive or not;

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

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

22 (a) a boarder or lodger; or

23 (b) someone prescribed under the regulations for this section.

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

1    **71D       When does an occupancy agreement start?**

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

- 3       (a) the day stated in the agreement;
- 4       (b) the 1st day both parties have signed the agreement and
- 5           received a copy signed by the other;
- 6       (c) the day the occupant takes possession of the premises;
- 7       (d) the 1st day the grantor receives rent from the occupant.

8    **71E       Occupancy principles**

9       In considering a matter, or making a decision, under this Act in

10       relation to an occupancy agreement for premises, a person must

11       have regard to the following principles (the *occupancy principles*):

- 12       (a) an occupant is entitled to live in premises that are—
- 13           (i) reasonably clean; and
- 14           (ii) in a reasonable state of repair; and
- 15           (iii) reasonably secure;
- 16       (b) an occupant is entitled to know the rules of the premises before
- 17           moving in;
- 18       (c) an occupant is entitled to quiet enjoyment of the premises;
- 19       (d) a grantor is entitled to enter the premises for inspections, to
- 20           carry out repairs and for other reasonable purposes;
- 21       (e) an occupant is entitled to know why and how the occupancy
- 22           may be terminated, including how much notice will be given
- 23           before eviction;
- 24       (f) an occupant must not be evicted without reasonable notice;
- 25       (g) a grantor and occupant should try to resolve disputes using
- 26           reasonable dispute resolution processes.

- 1 **71F Regulations about occupancy agreements**
- 2 (1) The regulations may make provision in relation to occupancy
- 3 agreements, including, for example, standard occupancy terms.
- 4 *Note 1* Power under an Act to make regulations includes power to make
- 5 different provision for different classes of matters (see Legislation Act,
- 6 s 48 (1) (a)).
- 7 *Note 2* An example is part of the Act, is not exhaustive and may extend, but
- 8 does not limit, the meaning of the provision in which it appears (see
- 9 Legislation Act, s 126 and s 132).
- 10 (2) Regulations about standard occupancy terms must be consistent
- 11 with the occupancy principles.

12 **71G Standard occupancy terms**

- 13 An occupancy agreement—
- 14 (a) must contain, and is taken to contain, terms to the effect of the
- 15 standard occupancy terms prescribed under the regulations;
- 16 and
- 17 (b) may contain any other term that is consistent with—
- 18 (i) the standard occupancy terms; and
- 19 (ii) the occupancy principles.

20 **24 Part 6 heading**

21 *substitute*

22 **Part 6 Resolution of residential tenancy**

23 **and occupancy disputes**

24 **Division 6.1A Important concepts**

25 **71H What is a *tenancy dispute*?**

- 1 (1) A dispute is a *tenancy dispute* if it—  
2 (a) is between the parties to a residential tenancy agreement; and  
3 (b) is about, or relates to, the agreement.  
4 (2) A *tenancy dispute* includes—  
5 (a) a dispute if an application relating to the dispute may be made  
6 under part 4 (Termination of residential tenancy agreements) or  
7 part 5 (Rental rate increases); and  
8 (b) an application for compensation under this Act.

9 **71I What is an *occupancy dispute*?**

- 10 A dispute is an *occupancy dispute* if it—  
11 (a) is between the parties to an occupancy agreement; and  
12 (b) is about, or relates to, the agreement.

13 **71J Tribunal to have regard to occupancy principles**

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

17 **25 Section 72**

18 *substitute*

19 **72 Assistance with inquiries**

- 20 The registrar may give whatever assistance the registrar considers  
21 appropriate in relation to an inquiry about a residential tenancy  
22 agreement or occupancy agreement, including—  
23 (a) referring the person making the inquiry to services provided by  
24 the public or private sector that give advice about residential  
25 tenancy or occupancy matters generally; and

- 1 (b) referring the person to services provided by the public or  
2 private sector for the resolution of tenancy disputes or  
3 occupancy disputes; and  
4 (c) assisting the person to make an application for the resolution of  
5 a dispute.

6 **26 Applications for resolution of dispute**  
7 **New section 73 (1A)**

8 *insert*

- 9 (1A) A party to an occupancy agreement may apply for a resolution of an  
10 occupancy dispute.

11 **27 Section 73**

12 *renumber subsections when Act next republished under Legislation*  
13 *Act*

14 **28 Procedural powers of tribunal**  
15 **Section 102**

16 *omit*

17 In addition to

18 *substitute*

- 19 (1) In addition to

20 **29 Section 102 (e)**

21 *omit*

1 **30 New section 102 (2)**

2 *insert*

3 (2) The tribunal may amend or set aside an order it has made if—

4 (a) the order was made after hearing a proceeding in the absence  
5 of a party; or

6 (b) the order is in error in relation to an amount of money or the  
7 name or address of a party, and the tribunal proposes to amend  
8 or set aside the order only to correct the error; or

9 (c) extraordinary circumstances make it appropriate to amend or  
10 set aside the order.

11 **31 Section 102**

12 *renumber paragraphs when Act next republished under Legislation*  
13 *Act*

14 **32 Orders**  
15 **New section 104 (ja)**

16 *insert*

17 (ja) an order declaring the premises were abandoned on a particular  
18 day;

19 **33 Section 104**

20 *renumber paragraphs when Act next republished under Legislation*  
21 *Act*

---

**34 Section 105**

*substitute*

**104A Tribunal may refer matters to other entities**

The tribunal may, by order, refer a dispute before it to another entity if satisfied that the dispute could be more appropriately dealt with by the other entity.

**104B Tribunal to record details of order**

If the tribunal makes an order, the tribunal must make and keep a written record of the details of the order.

*Note* The tribunal may determine which particular details are to be recorded (see s 120 (2)).

**105 Tribunal to give copy of order and order details to parties**

- (1) If the tribunal makes an order, the tribunal must give each party to the hearing a copy of the order within 1 week after the day the tribunal made the order.
- (2) A party may ask the tribunal for a copy of the details of the order within 1 week after the day the tribunal made the order.
- (3) If a party asks the tribunal for a copy of the details of the order within 1 week after the day the tribunal made the order, the tribunal must give the party a copy of the details of the order within 1 week after the day the party made the application.

**35 Membership  
Section 112 (4), new note**

*insert*

*Note* The president may appoint a member to the tribunal for the hearing of a particular class of matters (see Legislation Act s 48 (1)).

1 **36 New section 115A**

2 *in division 7.1, insert*

3 **115A Disputes about agreements no longer in force**

4 If a residential tenancy agreement or occupancy agreement is no  
5 longer in force, the tribunal may decide a tenancy dispute or  
6 occupancy dispute arising from the agreement only if—

- 7 (a) this Act applied to the agreement while the agreement was in  
8 force; and
- 9 (b) a party makes an application to the tribunal about the dispute  
10 within 6 years after the day, or the last day, the conduct giving  
11 rise to the dispute happened.

12 **37 Functions and powers**  
13 **Section 117 (1) (d) and (e)**

14 *substitute*

- 15 (d) to provide lessors, tenants, grantors, occupants and the public  
16 with information and education about residential tenancy  
17 agreements and occupancy agreements;
- 18 (e) to consult regularly with relevant entities in the public and  
19 private sectors about residential tenancy and occupancy issues  
20 and inform the president and the Minister about any issues  
21 relating to residential tenancy or occupancy raised by those  
22 entities;

---

**38 Section 120***substitute***120 Procedure generally**

- (1) If this Act does not prescribe a procedure for a matter in a hearing or a step in a proceeding, the tribunal may determine its own procedure for the matter or step.
- (2) Without limiting subsection (1), the tribunal may determine which details of the order are to be recorded for section 104B (Tribunal to record details of order).

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

**39 Appeal from decisions of tribunal  
Section 126 (2)***substitute*

- (2) The appeal must be made—
- (a) within 4 weeks after the day the tribunal gives a copy of the order to the party (under section 105 (1)); or
- (b) if the party has asked for a copy of the details of the order within 1 week after the day the order was made (under section 105 (2))—within 4 weeks after the day the tribunal gives the details of the order to the party (under section 105 (3)); or
- (c) if the party has asked for a statement of reasons within 2 weeks after the day the order was made (under section 106 (1) (b))—within 4 weeks after the day the tribunal gives the statement of reasons to the party (under section 106 (1)); or
- (d) within any further time that the Supreme Court allows.

1 **40** **Determined criteria**  
2 **Section 134**

3 *omit*

4 **41** **New part 10**

5 *insert*

6 **Part 10** **Transitional**

7 **137** **Occupancy agreements**

8 Part 5A applies in relation to an occupancy dispute that starts on or  
9 after the day part 5A commences.

10 **138** **Disposal of condition reports held by Territory**

11 (1) Copies of reports given to the Territory under section 29 (5)  
12 (Condition reports)—

13 (a) are taken not to be records to which the *Territory Records*  
14 *Act 2002* applies; and

15 (b) may be disposed of without complying with the provisions of  
16 that Act.

17 (2) This section expires 1 month after the day it commences.

18 **139** **Expiry of pt 10**

19 This part expires 1 year after the day it commences.

---

**42 New dictionary**

*insert*

**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:

- corporation
- entity
- exercise
- functions
- State
- under.

***energy efficiency rating statement***—see the *Civil Law (Sale of Residential Property) Act 2003*, section 20.

***grantor***—see section 71A.

***lessor***—see section 5.

***occupancy agreement***—see section 71C.

***occupancy dispute***—see section 71I.

***occupancy principles***—see section 71E.

***occupant***—see section 71B.

***residential tenancy agreement***—see section 6A.

***standard occupancy terms*** means the standard occupancy terms (if any) prescribed under the regulations.

***standard residential tenancy terms*** means the terms mentioned in schedule 1.

1            ***tenancy dispute***—see section 71H.

2            ***tenant***—see section 6.

1 **Schedule 1**      **Amendments of prescribed**  
2 **terms**

3 (see s 3)

4 **[1.1] Schedule 1 heading**

5 *substitute*

6 **Schedule 1**      **Standard residential tenancy**  
7 **terms**

8 (see s 8)

9 **[1.2] Schedule 1, clause 20 (c)**

10 *omit*

11 10 days

12 *substitute*

13 2 weeks

14 **[1.3] Schedule 1, clause 20 (c)**

15 *omit*

16 30 days

17 *substitute*

18 4 weeks

**Schedule 1** Amendments of prescribed terms

Amendment [1.4]

---

- 1 **[1.4] Schedule 1, clause 21 (1)**
- 2 *omit*
- 3 3 copies
- 4 *substitute*
- 5 2 copies
- 6 **[1.5] Schedule 1, clause 22 (2)**
- 7 *substitute*
- 8 (2) Within 2 weeks after the day the tenant receives the report, the
- 9 tenant must return 1 copy of the report to the lessor, signed by
- 10 the tenant and indicating the tenant's agreement or
- 11 disagreement with the report or parts of the report.
- 12 **[1.6] Schedule 1, new clause 26 (4)**
- 13 *insert*
- 14 (4) The tenant and lessor may agree that rent is to be paid
- 15 electronically.
- 16 **[1.7] Schedule 1, clause 30**
- 17 *omit*
- 18 7 days
- 19 *substitute*
- 20 1 week
- 21 **[1.8] Schedule 1, clause 31 (3)**
- 22 *omit*
- 23 28 days
- 24 *substitute*
- 25 4 weeks

- 
- 1 **[1.9] Schedule 1, clause 43 (1)**
- 2 *after*
- 3 gas
- 4 *insert*
- 5 , telephone line
- 6 **[1.10] Schedule 1, clause 44**
- 7 *omit*
- 8 or sewerage
- 9 *substitute*
- 10 , sewerage or gas
- 11 **[1.11] Schedule 1, clause 54 (1)**
- 12 *substitute*
- 13 54 (1) At the start of the tenancy, the lessor must ensure that the
- 14 premises, including furniture, fittings and appliances (unless
- 15 excluded from the tenancy agreement), are—
- 16 (a) fit for habitation; and
- 17 (b) reasonably clean; and
- 18 (c) in a reasonable state of repair; and
- 19 (d) reasonably secure.
- 20 (1A) An exclusion must be in writing and may, but need not, be
- 21 included in the tenancy agreement (if in writing).
- 22 **[1.12] Schedule 1, clause 54**
- 23 *renumber subclauses when Act next republished under Legislation*
- 24 *Act*
-

**Schedule 1** Amendments of prescribed terms

Amendment [1.13]

---

1 **[1.13] Schedule 1, clause 66**  
2 *omit*  
3 prescribed terms  
4 *substitute*  
5 standard residential tenancy terms

6 **[1.14] Schedule 1, clause 71**  
7 *omit*  
8 21 days  
9 *substitute*  
10 3 weeks

11 **[1.15] Schedule 1, clause 79 (1)**  
12 *omit*  
13 7 days  
14 *substitute*  
15 1 week

16 **[1.16] Schedule 1, clause 80**  
17 *omit*  
18 21 days  
19 *substitute*  
20 3 weeks

---

1 **[1.17] Schedule 1, clause 82 (1)**

2 *omit*

3 7 days

4 *substitute*

5 1 week

6 **[1.18] Schedule 1, clause 91 (a) and (c)**

7 *omit*

8 14 days

9 *substitute*

10 2 weeks

11 **[1.19] Schedule 1, clause 92 (a)**

12 *omit*

13 7 days

14 *substitute*

15 1 week

16 **[1.20] Schedule 1, clause 92 (b) (i)**

17 *omit*

18 8 days

19 *substitute*

20 1 week

**Schedule 1** Amendments of prescribed terms

Amendment [1.21]

---

1 **[1.21] Schedule 1, clause 92 (c)**

2 *omit*

3 7 days

4 *substitute*

5 1 week

6 **[1.22] Schedule 1, clause 92 (c)**

7 *omit*

8 14 days

9 *substitute*

10 2 weeks

11 **[1.23] Schedule 1, clause 92 (f)**

12 *omit*

13 8 days

14 *substitute*

15 1 week

16 **[1.24] Schedule 1, clause 93**

17 *omit*

18 14 days

19 *substitute*

20 2 weeks

- 
- 1 **[1.25] Schedule 1, clause 96 (1) (a) to (d)**
- 2 *substitute*
- 3 (a) 4 weeks notice if the lessor genuinely intends to live in
- 4 the premises;
- 5 (b) 4 weeks notice if the lessor genuinely believes the
- 6 lessor's immediate relative intends to live in the
- 7 premises;
- 8 (c) 4 weeks notice if the lessor genuinely believes an
- 9 interested person intends to live in the premises;
- 10 (c) 8 weeks notice if the lessor genuinely intends to sell the
- 11 premises;
- 12 (d) 12 weeks notice if the lessor genuinely intends to
- 13 reconstruct, renovate or make major repairs to the
- 14 premises and the reconstruction, renovation or repairs
- 15 cannot reasonably be carried out with the tenant living in
- 16 the premises.
- 17 **[1.26] Schedule 1, clause 96 (2)**
- 18 *insert*
- 19 *interested person*, for a lessor, means a person who is not an
- 20 immediate relative of the lessor but who has a close family or
- 21 personal relationship with the lessor and who has a reasonable
- 22 expectation arising from that relationship that the lessor would
- 23 provide accommodation for that person.
- 24 **[1.27] Schedule 1, clause 98 (2)**
- 25 *omit*
- 26 14 days
- 27 *substitute*
- 28 2 weeks
-

1 **Schedule 2 Other amendments**

2 (see s 3)

3 **[2.1] Section 12 (1)**

4 *omit*

5 prescribed terms

6 *substitute*

7 standard residential tenancy terms

8 **[2.2] Section 12 (2)**

9 *omit*

10 prescribed term

11 *substitute*

12 standard residential tenancy term

13 **[2.3] Section 19 (2)**

14 *omit*

15 21 days

16 *substitute*

17 3 weeks

18 **[2.4] Section 23 (2)**

19 *substitute*

20 (2) In this section:

21 ***prescribed period*** means the period starting on the day the lessor  
22 receives the bond and ending—

23 (a) 2 weeks later; or

1 (b) if another period is prescribed under the regulations—the day  
2 after the end of that period.

3 **[2.5] Section 29 (3)**

4 *omit*

5 7 working days

6 *substitute*

7 2 weeks

8 **[2.6] Section 34 (1) (b)**

9 *omit*

10 10 working days

11 *substitute*

12 2 weeks

13 **[2.7] Section 35 (1)**

14 *omit*

15 14 working days

16 *substitute*

17 2 weeks

18 **[2.8] Section 43 heading**

19 *substitute*

20 **43 Breach of standard residential tenancy terms**

1	<b>[2.9]</b>	<b>Section 43 (1)</b>
2		<i>omit</i>
3		prescribed terms
4		<i>substitute</i>
5		standard residential tenancy terms
6	<b>[2.10]</b>	<b>Section 47 heading</b>
7		<i>substitute</i>
8	<b>47</b>	<b>No breach of standard residential tenancy terms</b>
9	<b>[2.11]</b>	<b>Section 47 (1) (a)</b>
10		<i>omit</i>
11		prescribed terms
12		<i>substitute</i>
13		standard residential tenancy terms
14	<b>[2.12]</b>	<b>Section 47 (2)</b>
15		<i>omit</i>
16		21 days
17		<i>substitute</i>
18		3 weeks
19	<b>[2.13]</b>	<b>Section 48 heading</b>
20		<i>substitute</i>
21	<b>48</b>	<b>Certain breaches of standard residential tenancy terms</b>

---

1 **[2.14] Section 48 (1)**  
2 *omit*  
3 prescribed terms  
4 *substitute*  
5 standard residential tenancy terms

6 **[2.15] Section 48 (2) (b)**  
7 *omit*  
8 21 days  
9 *substitute*  
10 3 weeks

11 **[2.16] Section 49 (4)**  
12 *omit*  
13 21 days  
14 *substitute*  
15 3 weeks

16 **[2.17] Section 54 (1) (a)**  
17 *omit*  
18 prescribed terms  
19 *substitute*  
20 standard residential tenancy terms

**Schedule 2**      Other amendments

Amendment [2.18]

---

1    **[2.18]    Section 54 (2) (c)**

2            *omit*

3            21 days

4            *substitute*

5            3 weeks

6    **[2.19]    Section 56**

7            *omit*

8            30 days

9            *substitute*

10          4 weeks

11   **[2.20]    Section 59 (2)**

12          *omit*

13          prescribed terms

14          *substitute*

15          standard residential tenancy terms

16   **[2.21]    Section 65 (1)**

17          *omit*

18          14 days

19          *substitute*

20          2 weeks

---

1 **[2.22] Section 68 (1)**  
2 *omit*  
3 prescribed terms  
4 *substitute*  
5 standard residential tenancy terms

6 **[2.23] Section 73 (2) (c)**  
7 *omit*  
8 14 days  
9 *substitute*  
10 2 weeks

11 **[2.24] Section 74**  
12 *after*  
13 tenancy dispute  
14 *insert*  
15 or occupancy dispute

16 **[2.25] Section 75**  
17 *after*  
18 tenancy dispute  
19 *insert*  
20 or occupancy dispute

**Schedule 2**      Other amendments

Amendment [2.26]

---

1    **[2.26]    Section 75 (5) (b)**  
2            *omit*  
3            7 days  
4            *substitute*  
5            1 week

6    **[2.27]    Section 76**  
7            *after*  
8            tenancy dispute  
9            *insert*  
10          or occupancy dispute

11   **[2.28]    Section 77 (a)**  
12          *after*  
13          tenancy disputes  
14          *insert*  
15          and occupancy disputes

16   **[2.29]    Section 77 (a)**  
17          *omit*  
18          28 days  
19          *substitute*  
20          4 weeks

---

1	<b>[2.30] Section 77 (b)</b>
2	<i>after</i>
3	tenancy dispute
4	<i>insert</i>
5	or occupancy dispute
6	<b>[2.31] Section 81 (1) (a)</b>
7	<i>after</i>
8	tenancy dispute
9	<i>insert</i>
10	or occupancy dispute
11	<b>[2.32] Sections 84 and 85 etc</b>
12	<i>after</i>
13	tenancy dispute
14	<i>insert</i>
15	or occupancy dispute
16	<i>in</i>
17	• sections 84 and 85
18	• sections 87 and 88
19	• sections 91 and 92
20	<b>[2.33] Section 101</b>
21	<i>omit</i>
22	dispute
23	<i>substitute</i>
24	tenancy dispute or occupancy dispute

---

- 1 **[2.34] Section 103 (2) and (3)**
- 2 *omit*
- 3 14 days
- 4 *substitute*
- 5 2 weeks
- 6 **[2.35] Section 104**
- 7 *after*
- 8 tenancy dispute
- 9 *insert*
- 10 or occupancy dispute
- 11 **[2.36] Section 104 (a), (b) and (d)**
- 12 *after*
- 13 residential tenancy agreement
- 14 *insert*
- 15 or occupancy agreement
- 16 **[2.37] Section 104 (g)**
- 17 *omit*
- 18 prescribed terms
- 19 *substitute*
- 20 standard residential tenancy terms or standard occupancy terms

---

1	<b>[2.38]</b>	<b>Section 104 (j)</b>
2		<i>after</i>
3		residential tenancy agreement
4		<i>insert</i>
5		or occupancy agreement
6	<b>[2.39]</b>	<b>Section 106 (1) (b)</b>
7		<i>omit</i>
8		14 days
9		<i>substitute</i>
10		2 weeks
11	<b>[2.40]</b>	<b>Section 115 (1)</b>
12		<i>omit</i>
13		prescribed terms
14		<i>substitute</i>
15		standard residential tenancy terms or standard occupancy terms
16	<b>[2.41]</b>	<b>Section 115 (4) (a)</b>
17		<i>after</i>
18		tenancy dispute
19		<i>insert</i>
20		or occupancy dispute

1 **[2.42] Section 116 (7) (a)**  
2 *omit*  
3 prescribed terms  
4 *substitute*  
5 standard residential tenancy terms or standard occupancy terms

6 **[2.43] Section 117 (1) (b)**  
7 *omit*  
8 residential tenancy disputes  
9 *substitute*  
10 tenancy disputes and occupancy disputes

11 **[2.44] Section 117 (1) (c)**  
12 *after*  
13 tenancy disputes  
14 *insert*  
15 and occupancy disputes

16 **[2.45] Section 128 (1)**  
17 *omit*  
18 prescribed terms  
19 *substitute*  
20 standard residential tenancy terms

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## Endnotes

**1 Presentation speech**

Presentation speech made in the Legislative Assembly on 2004.

**2 Notification**

Notified under the Legislation Act on 2004.

**3 Republications of amended laws**

For the latest republication of amended laws, see [www.legislation.act.gov.au](http://www.legislation.act.gov.au).

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