



Australian Capital Territory

Residential Tenancies Amendment Act 2004

A2004-58

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Australian Capital Territory

Residential Tenancies Amendment Act 2004

A2004-58

An Act to amend the *Residential Tenancies Act 1997*

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

1 Name of Act

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

2 Commencement

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

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

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

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

- (2) The Legislation Act, section 79 (Automatic commencement of postponed law) does not apply to schedule 1.
- (3) However, if schedule 1 has not commenced by 1 January 2006, schedule 1 automatically commences on that day.

3 Legislation amended

This Act amends the *Residential Tenancies Act 1997*.

4 Title

substitute

An Act relating to residential tenancies and occupancy agreements

5 Interpretation
Section 3 (1), definition of *energy efficiency rating statement, lessor, prescribed terms, residential tenancy agreement, retirement village, tenancy dispute, tenant and working day*

omit

6 Section 3 (1), definitions (as amended)

relocate to dictionary

7 Section 3, remainder

substitute

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 *Civil Law (Sale of Residential Property) Act 2003*, s 20.' 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 Legislation Act, s 127 (1), (4) and (5) for the legal status of notes.

8 Sections 4 to 10

substitute

4 Application of Act

This Act does not apply in relation to—

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

Note 1 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).

Note 2 The *Aged or Disabled Persons Care Act 1954* (Cwlth) is available at scaleplus.law.gov.au

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.
- (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
 - (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 under the regulations.

- (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 under the regulations.
- (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).

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 under the regulations.

Note This Act does not apply to retirement villages, 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.

Part 2 Residential tenancy agreements

Division 2.1 Terms of agreement

8 Standard residential tenancy terms

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) 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 tribunal under section 10.

9 Inconsistent 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 tribunal 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 terms by tribunal

- (1) The parties to a residential tenancy agreement may apply in writing to the tribunal 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 tribunal 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 tribunal must consider—
 - (a) the criteria determined under subsection (5); and
 - (b) whether the inclusion of the inconsistent term in the residential tenancy agreement was obtained by fraud or undue influence.

- (4) The tribunal must not endorse a term that is inconsistent with this Act (other than a standard residential tenancy term).
- (5) The Minister may determine criteria for subsection (3) (a).
- (6) A determination is a disallowable instrument.

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

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

omit

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

omit

3 copies

substitute

2 copies

11 Section 29 (3)

omit

2 of those copies

substitute

1 copy

12 Section 29 (4)

omit

the copies

substitute

the copy

13 Section 29 (5)

omit

14 Section 51

substitute

51 Damage, injury or intention to damage or injure

On application, the tribunal 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
- (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.

15 Section 57

substitute

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 tribunal 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 tribunal made an order in favour of the tenant against the lessor.

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 tribunal 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 tribunal 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.

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

insert

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

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

insert

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 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).

18 New section 64 (1A)

insert

- (1A) 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.

19 Section 64

renumber subsections when Act next republished under Legislation Act

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

substitute

- (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.

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

insert

- (1A) 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.

22 **Section 71**

renumber subsections when Act next republished under Legislation Act

23 **New part 5A**

insert

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 grantor may lawfully terminate the agreement, without cause, by giving less than 6 months notice; and
 - (e) 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 (ba)).

- (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 under the regulations for this section.

Note This Act does not apply to retirement villages, 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;
 - (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.

71F Regulations about occupancy agreements

- (1) The regulations may make provision in relation to occupancy agreements, including, for example, standard occupancy terms.

Note 1 Power under an Act to make regulations 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) Regulations 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 under the regulations; and
- (b) may contain any other term that is consistent with—
- (i) the standard occupancy terms; and
 - (ii) the occupancy principles.

24 Part 6 heading

substitute

Part 6 Resolution of residential tenancy and occupancy disputes

Division 6.1A Important concepts

71H What is a *tenancy dispute*?

- (1) 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.

71I What is an *occupancy dispute*?

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.

71J Tribunal to have regard to occupancy principles

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

25 Section 72

substitute

72 Assistance with inquiries

The registrar may give whatever 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; and
- (c) assisting the person to make an application for the resolution of a dispute.

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

insert

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

27 Section 73

renumber subsections when Act next republished under Legislation Act

**28 Procedural powers of tribunal
Section 102**

omit

In addition to

substitute

- (1) In addition to

29 Section 102 (e)

omit

30 New section 102 (2) and (3)

insert

- (2) The tribunal may amend or set aside an order it has made if—
- (a) the order was made after hearing a proceeding in the absence of a party; or
 - (b) the order is in error in relation to an amount of money or the name or address of a party, and the tribunal proposes to amend or set aside the order only to correct the error; or

- (c) extraordinary circumstances make it appropriate to amend or set aside the order.
- (3) The tribunal may, on application by a party, while a termination and possession order subject to a condition precedent is in force – do any of the following:
- (a) amend the order, whether by extending it to a stated date or otherwise; or
 - (b) set the order aside;
- whether or not a notice has been served under section 42(1).

31 Section 102

renumber paragraphs when Act next republished under Legislation Act

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

insert

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

33 Section 104

renumber paragraphs when Act next republished under Legislation 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)).

36 New section 115A

in division 7.1, insert

115A Disputes about agreements no longer in force

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

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

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

substitute

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

**40 Determined criteria
Section 134**

omit

41 New part 10

insert

Part 10 Transitional

137 Occupancy agreements

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

138 Disposal of condition reports held by Territory

- (1) Copies of reports given to the Territory under section 29 (5) (Condition reports)—
- (a) are taken not to be records to which the *Territory Records Act 2002* applies; and
 - (b) may be disposed of without complying with the provisions of that Act.
- (2) This section expires 1 month after the day it commences.

139 Expiry of pt 10

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.

tenancy dispute—see section 71H.

tenant—see section 6.

Schedule 1 Amendments of prescribed terms

(see s 3)

[1.1] Schedule 1 heading

substitute

Schedule 1 Standard residential tenancy terms

(see s 8)

[1.2] Schedule 1, clause 20 (c)

omit

10 days

substitute

2 weeks

[1.3] Schedule 1, clause 20 (c)

omit

30 days

substitute

4 weeks

Schedule 1 Amendments of prescribed terms

Amendment [1.4]

[1.4] Schedule 1, clause 21 (1)

omit

3 copies

substitute

2 copies

[1.5] Schedule 1, clause 22 (2)

substitute

(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.

[1.6] Schedule 1, new clause 26 (4)

insert

(4) The tenant and lessor may agree that rent is to be paid electronically.

[1.7] Schedule 1, clause 30

omit

7 days

substitute

1 week

[1.8] Schedule 1, clause 31 (3)

omit

28 days

substitute

4 weeks

[1.9] Schedule 1, clause 43 (1)

after

gas

insert

, telephone line

[1.10] Schedule 1, clause 54 (1)

substitute

- 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.
- (1A) An exclusion must be in writing and may, but need not, be included in the tenancy agreement (if in writing).

[1.11] Schedule 1, clause 54

renumber subclauses when Act next republished under Legislation Act

[1.12] Schedule 1, clause 66

omit

prescribed terms

substitute

standard residential tenancy terms

Schedule 1 Amendments of prescribed terms

Amendment [1.13]

[1.13] Schedule 1, clause 71

omit

21 days

substitute

3 weeks

[1.14] Schedule 1, clause 79 (1)

omit

7 days

substitute

1 week

[1.15] Schedule 1, clause 80

omit

21 days

substitute

3 weeks

[1.16] Schedule 1, clause 82 (1)

omit

7 days

substitute

1 week

[1.17] Schedule 1, clause 91 (a) and (c)*omit*

14 days

substitute

2 weeks

[1.18] Schedule 1, clause 92 (a)*omit*

7 days

substitute

1 week

[1.19] Schedule 1, clause 92 (b) (i)*omit*

8 days

substitute

1 week

[1.20] Schedule 1, clause 92 (c)*omit*

7 days

substitute

1 week

Schedule 1 Amendments of prescribed terms

Amendment [1.21]

[1.21] Schedule 1, clause 92 (c)

omit

14 days

substitute

2 weeks

[1.22] Schedule 1, clause 92 (f)

omit

8 days

substitute

1 week

[1.23] Schedule 1, clause 93

omit

14 days

substitute

2 weeks

[1.24] Schedule 1, clause 96 (1) (a) to (d)

substitute

- (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;

- (c) 8 weeks notice if the lessor genuinely intends to sell the premises;
- (d) 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.

[1.25] Schedule 1, clause 96 (2)

insert

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.

[1.26] Schedule 1, clause 98 (2)

omit

14 days

substitute

2 weeks

Schedule 2 Other amendments

(see s 3)

[2.1] Section 12 (1)

omit

prescribed terms

substitute

standard residential tenancy terms

[2.2] Section 12 (2)

omit

prescribed term

substitute

standard residential tenancy term

[2.3] Section 19 (2)

omit

21 days

substitute

3 weeks

[2.4] Section 23 (2)

substitute

(2) In this section:

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

(a) 2 weeks later; or

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

[2.5] Section 29 (3)

omit

7 working days

substitute

2 weeks

[2.6] Section 34 (1) (b)

omit

10 working days

substitute

2 weeks

[2.7] Section 35 (1)

omit

14 working days

substitute

2 weeks

[2.8] Section 43 heading

substitute

43 Breach of standard residential tenancy terms

[2.9] Section 43 (1)

omit

prescribed terms

substitute

standard residential tenancy terms

[2.10] Section 47 heading

substitute

47 No breach of standard residential tenancy terms

[2.11] Section 47 (1) (a)

omit

prescribed terms

substitute

standard residential tenancy terms

[2.12] Section 47 (2)

omit

21 days

substitute

3 weeks

[2.13] Section 48 heading

substitute

48 Certain breaches of standard residential tenancy terms**[2.14] Section 48 (1)**

omit

prescribed terms

substitute

standard residential tenancy terms

[2.15] Section 48 (2) (b)

omit

21 days

substitute

3 weeks

[2.16] Section 49 (4)

omit

21 days

substitute

3 weeks

[2.17] Section 54 (1) (a)

omit

prescribed terms

substitute

standard residential tenancy terms

[2.18] Section 54 (2) (c)

omit

21 days

substitute

3 weeks

[2.19] Section 56

omit

30 days

substitute

4 weeks

[2.20] Section 59 (2)

omit

prescribed terms

substitute

standard residential tenancy terms

[2.21] Section 65 (1)

omit

14 days

substitute

2 weeks

[2.22] Section 68 (1)*omit*

prescribed terms

substitute

standard residential tenancy terms

[2.23] Section 73 (2) (c)*omit*

14 days

substitute

2 weeks

[2.24] Section 74*after*

tenancy dispute

insert

or occupancy dispute

[2.25] Section 75*after*

tenancy dispute

insert

or occupancy dispute

[2.26] Section 75 (5) (b)

omit

7 days

substitute

1 week

[2.27] Section 76

after

tenancy dispute

insert

or occupancy dispute

[2.28] Section 77 (a)

after

tenancy disputes

insert

and occupancy disputes

[2.29] Section 77 (a)

omit

28 days

substitute

4 weeks

[2.30] Section 77 (b)*after*

tenancy dispute

insert

or occupancy dispute

[2.31] Section 81 (1) (a)*after*

tenancy dispute

insert

or occupancy dispute

[2.32] Sections 84 and 85 etc*after*

tenancy dispute

insert

or occupancy dispute

in

- sections 84 and 85
- sections 87 and 88
- sections 91 and 92

[2.33] Section 101*omit*

dispute

substitute

tenancy dispute or occupancy dispute

[2.34] Section 103 (2) and (3)

omit

14 days

substitute

2 weeks

[2.35] Section 104

after

tenancy dispute

insert

or occupancy dispute

[2.36] Section 104 (a), (b) and (d)

after

residential tenancy agreement

insert

or occupancy agreement

[2.37] Section 104 (g)

omit

prescribed terms

substitute

standard residential tenancy terms or standard occupancy terms

[2.38] Section 104 (j)*after*

residential tenancy agreement

insert

or occupancy agreement

[2.39] Section 106 (1) (b)*omit*

14 days

substitute

2 weeks

[2.40] Section 115 (1)*omit*

prescribed terms

substitute

standard residential tenancy terms or standard occupancy terms

[2.41] Section 115 (4) (a)*after*

tenancy dispute

insert

or occupancy dispute

[2.42] Section 116 (7) (a)

omit

prescribed terms

substitute

standard residential tenancy terms or standard occupancy terms

[2.43] Section 117 (1) (b)

omit

residential tenancy disputes

substitute

tenancy disputes and occupancy disputes

[2.44] Section 117 (1) (c)

after

tenancy disputes

insert

and occupancy disputes

[2.45] Section 128 (1)

omit

prescribed terms

substitute

standard residential tenancy terms

Endnotes

1 Presentation speech

Presentation speech made in the Legislative Assembly on 24 June 2004.

2 Notification

Notified under the Legislation Act on 8 September 2004.

3 Republications of amended laws

For the latest republication of amended laws, see www.legislation.act.gov.au.

I certify that the above is a true copy of the Residential Tenancies Amendment Bill 2004, which was passed by the Legislative Assembly on 26 August 2004.

Acting Clerk of the Legislative Assembly

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