2026

THE LEGISLATIVE ASSEMBLY FOR THE AUSTRALIAN CAPITAL TERRITORY

HOUSING AND CONSUMER AFFAIRS LEGISLATION AMENDMENT BILL 2026

EXPLANATORY STATEMENT
and
HUMAN RIGHTS COMPATIBILITY STATEMENT
(*Human Rights Act 2004*, s 37)

Presented by
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HOUSING AND CONSUMER AFFAIRS LEGISLATION AMENDMENT BILL 2026

The Housing and Consumer Affairs Legislation Amendment Bill 2026 (the **Bill**) **is not** a Significant Bill. Significant Bills are bills that have been assessed as likely to have significant engagement of human rights and require more detailed reasoning in relation to compatibility with the *Human Rights Act 2004* (**HR Act**).

OVERVIEW OF THE BILL

The Bill is an omnibus bill that makes the amendments as listed below.

Amendments to the *Land Titles Act 1925* (**LTA**) will:

- remove the requirement to have an ACT address for service when lodging a caveat to instead allow for an address for service anywhere within Australia when lodging a caveat; and
- allow for an email address to be nominated as an additional address for service when lodging a caveat (so long as a postal address for service within Australia is also provided).

Amendments to the *Residential Tenancies Act 1997* (**RTA**) will:

- remove the requirement for a lessor (**landlord**) to provide a gas connection to a rental property when there are no longer any gas reliant appliances at the property;
- clarify that where a landlord temporarily or permanently disconnects a rental property from the gas network, they will be responsible for the disconnection costs; and
- prevent tenants from seeking a rent reduction on the basis that they have not received a like-for-like replacement appliance when a landlord transitions a rental property from gas to electric appliance (so long as the landlord provides a reasonable replacement).

Amendments to the *Retirement Villages Act 2012* (**RV Act**) and the *Retirement Villages Regulation 2013* (**RV Regulation**) will:

- Remove the requirement for an internal disputes committee; and
- Reduce the quorum requirements for unit titled retirement villages to ¼ of residents (to align with other changes made through the Bill to unit titles management legislation).

Amendments to the *Unit Titles (Management) Act 2011* (**UTMA**) will:

- lower quorum requirements for general meetings to ¼ of the total number of units (down from ½);
- amend the process following a reduced quorum meeting to allow meeting decisions to take effect the following day (rather than the 28 days delayed

effect currently in place) and to remove the provisions relating to obtaining a petition from residents opposing the meeting outcomes; and

- clarify how proxy and absentee votes are counted for the purposes of quorum.

CONSULTATION ON THE PROPOSED APPROACH

The ACT Government conducted targeted consultation with key stakeholders between March 2025 and June 2026.

The views of stakeholders have been incorporated into and informed the approach to the amendments.

Land Titles Act 1925

These proposals respond to specific requests from the ACT Land Titles Office (**LTO**). Feedback on these proposals was sought from the LTO, ACT Courts and Tribunal, and the ACT Law Society (**ACTLS**).

Retirement Villages Act 2012

The Retirement Villages Working Group (**RVWG**) is a group comprised of key government agencies, industry organisations, community stakeholders, and organisations representing retirement village residents. Member of the RVWG include: Access Canberra, ACTLS (Elder and Succession Law Committee), ACT Human Rights Commission (**HRC**), Property Council of Australia, Legal Aid ACT, CARE Financial, Council on the Ageing, Retirement Villages Residents Association, Vintage Reds and representatives from village operators. The RVWG proposed changes on the requirement to establish the internal disputes committee and have been consulted throughout the development of the amendments to the RV Act.

Residential Tenancies Act 1997

The City and Environment Directorate (**CED**) has been consulted on the development of this proposal and the interactions with the Government's commitment to transition away from gas appliances. Housing ACT were also consulted.

Unit Titles (Management) Act 2011

Feedback on the proposed changes to unit titles management legislation was sought from the Real Estate Institute of the ACT, Owners Corporation Network, ACT Strata Community Association, ACTLS, and Legal Aid ACT.

Making changes to quorum requirements for owners corporation general meetings was also a recommendation of the Inquiry into the management of Strata Properties conducted by the Legislative Assembly Standing Committee on Legal Affairs.[1]

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[1] See Recommendation 13. The Inquiry report is available at: https://www.parliament.act.gov.au/__data/assets/pdf_file/0019/3056113/Report-8-Inquiry-into-the-management-of-strata-properties-Adopted-29-April-2026.pdf

CLIMATE IMPACT

This Bill does have climate impacts, specifically, the RTA amendments.

The ACT has committed to achieving net zero emissions by 2045. The ACT Integrated Energy Program sets out the long-term pathway to transforming ACT's energy usage including the full electrification of Canberra's households. Part of this pathway is to reduce barriers and support households as they transition away from fossil fuel appliances.

Of relevance to this Bill is that the ACT has now banned new gas connections in most land use zones and will need to decommission the gas network as gas use diminishes. Many homes are now transitioning to electrification.

Some landlords may want to or need to do this during the term of a tenancy agreement. In situations where landlords attempt to transition a rental property from gas to electric appliances, some tenants may seek to challenge the change in appliance type on the basis that their quiet use and enjoyment of the property has been diminished where the replacement appliance is not a like for like replacement of the gas appliance.

To ensure that landlords who choose to, or need to, transition a rental property from gas to electric appliances are supported to do so, the Bill removes the requirement for a landlord to provide a gas connection to a rental property when there are no longer any gas reliant appliances at the property.

The Bill also clarifies that where the landlord transitions any appliances from gas to electric during the course of the tenancy, this does not constitute a failure to maintain the premises in the same condition as at the start of the tenancy nor an interference with the tenant's quiet enjoyment of the property. The tenant will not be entitled to seek a rent reduction only on this basis, unless the ACT Civil and Administrative Tribunal (**ACAT**) is satisfied that the steps taken by the landlord when transitioning away from gas are unreasonable or impractical in the circumstances.

By removing barriers to landlords transitioning rental properties off gas, this proposal supports emissions reduction and has a positive impact on climate change.

CONSISTENCY WITH HUMAN RIGHTS

Rights engaged

The Bill engages the following right under the *Human Rights Act 2004* (HR Act):

- Right to healthy environment (section 27C) (promoted).

Rights Promoted

<u>Right to healthy environment – residential tenancy amendments</u>

The right to a healthy environment was recognised by the United Nations (**UN**) General Assembly when it adopted a resolution to declare access to a clean, healthy and sustainable environment to be a universal human right.[2] The right recognises that a clean, healthy and sustainable environment is necessary for the full enjoyment of a vast range of fundamental human rights under international law, including the rights to life, health, food, water and development.

The right to a healthy environment has been defined to comprise the following six substantive elements: clean air, a safe climate, access to safe water and adequate sanitation, healthy and sustainably produced food, non-toxic environments in which to live, work, study and play, and healthy biodiversity and eco-systems.

The amendments to the RTA promote the right to healthy environment by supporting landlords transitioning from gas to electric appliances during a tenancy and removing requirements on landlords to provide a gas connection to a rental property when there are no longer any gas reliant appliances at the property. Fossil fuels are widely considered the largest contributor to climate change, are a finite resource and negatively impact community health and wellbeing.[3] Household electrification helps the ACT community adapt to the changing environment and reduces impacts on climate change. As the amendments support this move away from fossil fuels, the RTA amendments promote the right to healthy environment.

[2] The human right to a clean, healthy and sustainable environment, GA Res 76/300, UN Doc A/RES/76/300 (adopted 28 July 2022).

[3] See Integrated Energy Plan 2024-2030, page 10.

Housing and Consumer Affairs Legislation Amendment Bill 2026

Human Rights Act 2004 - Compatibility Statement

In accordance with section 37 of the *Human Rights Act 2004* I have examined the **Housing and Consumer Affairs Legislation Amendment Bill 2026**. In my opinion, having regard to the Bill and the outline of the policy considerations and justification of any limitations on rights outlined in this explanatory statement, the Bill as presented to the Legislative Assembly **is** consistent with the *Human Rights Act 2004.*

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Tara Cheyne MLA
Attorney-General

CLAUSE NOTES

Part 1 Preliminary

Clause 1 Name of Act

This clause provides that the name of the Act is the *Housing and Consumer Affairs Legislation Amendment Act 2026* (**the Act**).

Clause 2 Commencement

This clause sets out the commencement of the provisions in the Act. It provides for commencement in the following ways:

Section 3 (legislation amended) will commence on the day after the Act's notification day.

Part 2 (*Land Titles Act 1925*), Part 6 (*Unit Titles (Management) Act 2011*), and Clause 52 (unit titled retirement village quorum amendment) will commence 3 months after the Act's notification day. Clause 52 commences separately from the remainder of the amendments to the *Retirement Villages Act 2012* and *Retirement Villages Regulation 2013* in Part 4 and Part 5, so that it aligns with the commencement of the unit titles amendments relating to quorum.

The amendments in Part 4 (*Retirement Villages Act 2012*) and Part 5 (*Retirement Villages Regulation 2013*), except for Clause 52, will commence 6 months after the Act's notification day.

Part 3 (*Residential Tenancies Act 1997)* commences upon Ministerial notice (with automatic commencement at 12 months if a Ministerial notice does not commence the provisions sooner).

Section 2 (6) disapplies the operation of section 79 of the *Legislation Act 2001* (which provides that a postponed law will commence 6 months after it's notification day, unless the provision is disapplied) to part 3, to allow for the postponed commencement of the *Residential Tenancies Act 1997* for a period of up to 12 months.

Clause 3 Legislation amended

This clause provides that the Act amends the legislation listed in parts 2 to 6 of the Act, namely:

- *Land Titles Act 1925* (**LTA**)*;*
- *Residential Tenancies Act 1997* (**RTA**);
- *Retirement Villages Act 2013* (**RV Act**)
- *Retirement Villages Regulation 2013* (**RV Regulation**); and
- *Unit Titles (Management) Act 2011*(**UTMA**).

Part 2 Land Titles Act 1925

Clause 4 Parties interested may enter caveat Section 30 (1)

This clause is a consequential amendment following the change at clause 5 which removes the requirement for a person lodging a caveat against an original application to have an address for service within the ACT (and instead requires an address for service in Australia).

This clause removes the words “in the ACT” from section 30 (1), which refers to the legal practitioner of agent of the person lodging a caveat against original applications to being located within the ACT. The effect of this amendment is that the legal practitioner or agent of the person lodging the caveat no longer has to be located in the ACT as the caveator will be able to provide an address for service anywhere in Australia.

Clause 5 Section 30 (2)

This clause amends the existing service address requirements for caveats against original applications, by removing reference to the requirement for an address for service within the ACT and substituting this with a requirement for an address or place in Australia as an address for service of notices and proceedings relating to the caveat against an original application. The effect of this amendment is that the service address on the caveat application can be any physical address in Australia. This aligns with the amendment in clause 10 which brings in a similar change to address for service requirements for caveats against dealings.

Clause 6 Section 30 (2A)

This clause inserts a new subsection to allow for a caveat against an original application to provide an email address as an additional address for service of notices and proceedings. This amendment will facilitate electronic service or documents, where the caveator agrees to be served in this way by providing an email address as an address for service.

Clause 11 brings in a similar change for service of documents relating to caveats against dealings.

Clause 7 Mortgage to receive rent Section 99 (4)

Section 99 (4) currently indicates that, in section 99, ***court*** includes a court having jurisdiction under the *Family Law Act 1975* (Cwlth).

This clause is consequential to the amendment at clause 23 which amends the dictionary definition of ***court*** so that it now includes an example of a court which has jurisdiction matters mentioned in the LTA, and provides the example of a court which has jurisdiction under the *Family Law Act 1975 (Cwlth).*

As the dictionary now clarifies that a court having jurisdiction under the *Family Law Act 1975* (Cwlth) falls within the broader definition of ***court*** which applies for the whole Act the reference at section 99 (4) is no longer needed.

Clause 8 Lodging of caveat
New section 104 (4) (ba)

This clause inserts a new subsection (ba) after section 104 (4) (b) to provide that a caveat cannot be lodged to prohibit the reinstatement of a lapsed caveat under section 106 (2)

Clause 9 Section 104 (6)

This clause is a consequential amendment following the change at clause 10 which removes the requirement for a person lodging a caveat against dealings to have an address for service within the ACT (and instead requires an address for service in Australia).

This clause omits the words “in the ACT” from section 104 (6), which refers to the caveator or the legal practitioner of agent being located in in the ACT when signing the caveat.

Clause 10 Section 104 (7)

This clause amends the existing service address requirements for caveats against dealings, by removing the requirement for an address for service within the ACT, and substituting it with a requirement for an address for service in Australia. The effect of this amendment is that the service address on the caveat application can be any physical address in Australia. This aligns with the amendment in clause 5 which brings in a similar change to address for service requirements for caveats against original applications.

Clause 11 Section 104 (8)

Section 104 (8) currently indicates that, in section 104, ***court*** includes a court having jurisdiction under the *Family Law Act 1975* (Cwlth).

This clause is consequential to the amendment at clause 23 which amends the dictionary definition of ***court*** so that it now includes an example of a court which has jurisdiction matters mentioned in the LTA, and provides the example of a court which has jurisdiction under the *Family Law Act 1975 (Cwlth).*

As the dictionary now clarifies that a court having jurisdiction under the *Family Law Act 1975* (Cwlth) falls within the broader definition of ***court*** which applies for the whole Act the reference at section 104 (8) is no longer needed.

This clause substitutes existing section 104 (8) with new wording to allow for the caveat against dealings to provide an email address as an additional address for service of notices and proceedings. This amendment will facilitate electronic service or documents, where the caveator agrees to be served in this way by providing an email address as an address for service.

Clause 6 brings in a similar provision to allow for the electronic service of caveats against original applications.

Clause 12 Notice of caveat
Section 105 (1)

This clause omits the phrase “Upon the receipt of a caveat, the registrar-general shall notify the receipt to” and substitutes “On registration of a caveat, the registrar-general must notify”.

The purpose of these changes is to update the existing wording to modern drafting practice by replacing the word “shall” with “must” and also clarifying that the point in time at which the registrar-general must notify the registered proprietor is at the time of registration of the caveat, rather than at the time the caveat application is received by the registrar-general.

Clause 13 Section 105 (1)

This clause omits the word “lodged” and substitutes with the word “registered” to ensure consistency in the use of terminology relating to the registration of caveats.

Clause 14 Section 105 (2) (a)

This clause fixes a minor typographical error where a word was missing and inserts the word “or” after subsection (1).

Clause 15 Section 105 (4)

Section 105 (4) currently indicates that, in section 105, ***court*** includes a court having jurisdiction under the *Family Law Act 1975* (Cwlth).

This clause is consequential to the amendment at clause 23 which amends the dictionary definition of ***court*** so that it now includes an example of a court which has jurisdiction matters mentioned in the LTA and provides the example of a court which has jurisdiction under the *Family Law Act 1975 (Cwlth).*

As the dictionary now clarifies that a court having jurisdiction under the *Family Law Act 1975* (Cwlth) falls within the broader definition of ***court*** which applies for the whole Act the reference at section 105 (4) is no longer needed and is therefore omitted by this clause.

Clause 16 Surrender and regrant of lease of land affected by caveat Section 105 A (1) (b)

This clause substitutes the existing subsection (b) (“a caveat has not lapsed or been removed”) with the words “the caveat continues in operation” to replace the wording “the caveat has not lapsed or been removed”. This wording creates greater clarity by capturing circumstances where a caveat has lapsed but has been reinstated and so continues in operation.

Clause 17 Section 106 heading

The clause substitutes the heading in section 106 (“Caveat lapsing”) with “Lapse and reinstatement of caveats – registration of documents” to create greater clarity in the purpose of the section and to clarify that the section covers both the lapse and reinstatement of a caveat.

Clause 18 Section 106 (1)

This clause omits the words “lodged against” and substitutes the words “registered against the title of.” This amendment clarifies that the time at which a caveat takes effect is when it is registered against the title, rather than the time it is lodged.

Clause 19 Section 106 (4)

Section 106 (4) currently indicates that, in section 105, ***court*** includes a court having jurisdiction under the *Family Law Act 1975* (Cwlth).

This clause is consequential to the amendment at clause 23 which amends the dictionary definition of ***court*** so that it now includes an example of a court which has jurisdiction matters mentioned in the LTA, and provides the example of a court which has jurisdiction under the *Family Law Act 1975 (Cwlth).*

As the dictionary now clarifies that a court having jurisdiction under the *Family Law Act 1975* (Cwlth) falls within the broader definition of ***court*** which applies for the whole Act the reference at section 106 (4) is no longer needed and is therefore omitted by this clause.

Clause 20 Section 107 heading

The clause substitutes the heading in section 107 ("Removal of Caveat") with "Removal of caveat on application by registered proprietor to create greater clarity in the purpose of the section.

Clause 21 Effect on dealings, Section 107A (1)

This clause omits the words "remains in force" and substitutes the word "continues in operation" to create greater clarity in wording and for consistency with other amendments.

Clause 22 Registrar-general to carry out order of court vesting trust estate Section 128 (3)

Section 128 (3) currently indicates that, in section 105, ***court*** includes a court having jurisdiction under the *Family Law Act 1975* (Cwlth).

This clause is consequential to the amendment at clause 23 which amends the dictionary definition of ***court*** so that it now includes an example of a court which has jurisdiction matters mentioned in the LTA and provides the example of a court which has jurisdiction under the *Family Law Act 1975 (Cwlth).*

As the dictionary now clarifies that a court having jurisdiction under the *Family Law Act 1975* (Cwlth) falls within the broader definition of ***court*** which applies for the whole Act the reference at section 128 (3) is no longer needed and is therefore omitted by this clause.

Clause 23 Dictionary, definition of *court*

This clause substitutes the definition of court in the Dictionary of the LTA. This clarifies that definition means the Supreme Court, or any other court that has jurisdiction in relation to land titles matters. The definition includes the example a court having jurisdiction under the *Family Law Act 1975 (Cwth)*.

Part 3 Residential Tenancies Act 1997

Clause 24 Reduction of existing rent New section 71 (1A)

This clause inserts a new subsection into section 71 of the RTA. Section 71 requires ACAT to order a reduction in the rental rate payable under a residential tenancy agreement if ACAT considers that the tenant's use or enjoyment of the premises has diminished significantly as a result of the loss or diminished utility of an appliance, furniture, a facility or a service supplied by the lessor as a result of the withdrawal of the appliance, furniture, facility, or service by the lessor.

As part of the electrification of residential buildings in the ACT to reduce greenhouse gas emissions, a gas appliance or service may be withdrawn by the lessor during the course of a tenancy agreement. It is not intended that the electrification of residential buildings in the ACT should result in tenants being able to seek rent reductions provided that there is an electricity connection to the premises and that the action taken by the lessor to reduce greenhouse emissions at the premises are not unreasonable or impracticable in the circumstances.

Reducing greenhouse gas emissions is a defined term in section 71 (6).

Section 71 (1A) ensures that ACAT is not required to order a reduction in the rental rate payable as a result of a lessor taking measures to reduce greenhouse gas emissions at the premises provided that there is an electricity connection at the premises and the measures taken are not unreasonable or impractical in the circumstances.

For example, if a leased premises has central gas heating and the lessor removes the gas heating and replaces it with a heat pump system (or systems), ACAT is not required to order a reduction in the rental rate on the grounds that the tenant's use or enjoyment of the premises has diminished due to the withdrawal of the gas heating, provided that there is an electricity connection at the premises and the measures taken are not unreasonable or impractical in the circumstances. However, if the lessor withdraws the gas heating and does not provide any replacement facility, or the replacement facility is unreasonable given the circumstances of the premises (for example, if the replacement heat pump system was only able to heat one room where ethe previous gas heating system heated the entire rental premises), ACAT may be required to order a reduction in the rental rate payable.

Clause 25 Section 71 (2)

This clause substitutes the existing subsection 71 (2) to correct drafting ambiguities. The existing subsection 71 (2) states that the subsection is to 'remove any doubt' about the interpretation of subsection 71 (1) but uses a term that is specific to subsection 71 (2) (c) and is not used generally across the subsection. As this creates doubt, the subsection is substituted to be precise.

Clause 26 Section 71 (3) (a)

This clause corrects a drafting ambiguity arising from the definite article in the existing provision and the conjunction with 'the day the tenant's use or enjoyment of the premises diminished.' It is intended that the reduction in the rental rate takes effect either from the date the tenant's use or enjoyment of the premises diminished or any later date ordered by ACAT.

To create greater precision in language, this clause also replaces the word "specifies" with "ordered" to reflect that making a rent reduction forms part of an ACAT order.

Clause 27 Section 71 (3) (b)

To create greater precision in language, this clause also replaces the word "specifies" with "ordered" to reflect that making a rent reduction forms part of an ACAT order.

Clause 28 New section 71 (6)

This clause inserts definitions for terms used in section 71 of the RTA and is consequential upon clause 24.

The definitions draw upon terms used in other ACT legislation, including the National Energy Retail Law (NERL).

Per section 6 of the *National Energy Retail Law (ACT) Act 2012*, NERL is set out in the schedule to the *National Energy Retail Law (South Australia) Act 2011* (SA). Section 2 of NERL defines gas as:

(a) natural gas;
(b) a natural gas equivalent;
(c) a prescribed covered gas.

The definitions aim to cover a wide range of housing scenarios in the ACT and the different pathways that might be taken to electrification. The policy intent is that section 71 as a whole will not operate as an obstacle to landlords electrifying the premises either voluntarily or as a necessary consequence of the gas network in the ACT being decommissioned; it is not intended that tenants should be left without protections from actions that are unreasonable or impracticable in the circumstances.

This clause defines terms in the following way:

active—an electricity connection, gas connection or LPG connection at premises is ***active*** if—

(a) for an electricity connection—the connection allows the flow of electricity from the electricity distribution network to the premises; and
(b) for a gas connection—the connection allows the flow of gas from the gas distribution network to the premises; and
(c) for an LPG connection—the connection allows the flow of LPG from the tank or cylinder to the premises.

consumer piping system—see the *Gas Safety Act 2000,* dictionary.

electricity connection, in relation to tenancy premises, means the physical connection that allows the flow of electricity from the electricity distribution network to—

(a) the tenancy premises; or
(b) premises on which the tenancy premises are located.

electricity distribution network—see the *Utilities Act 2000*, section 7 (2).

gas—see the National Energy Retail Law (ACT), section 2 (1).

gas appliance—see the *Gas Safety Act 2000*, section 6A.

gas connection, in relation to tenancy premises, means the physical connection that allows the flow of gas from the gas distribution network to—

(a) the tenancy premises; or .
(b) premises on which the tenancy premises are located

gas distribution network—see the *Utilities Act 2000*, section 10 (2).

greenhouse gas emissions—see the *Climate Change and Greenhouse Gas Reduction Act 2010*, dictionary.

LPG means a flammable mixture composed predominantly of 1 or more of the following:

(a) butane;
(b) butene (butylene);
(c) isobutane;
(d) propane;
(e) propene (propylene).

LPG connection, in relation to tenancy premises, means a consumer piping system that allows the flow of LPG from an LPG storage tank or cylinder to—

(a) the tenancy premises; or
(b) premises on which the tenancy premises are located.

reducing greenhouse gas emissions, in relation to gas or LPG consumption at tenancy premises means—

(a) withdrawing any or all gas appliances supplied with the premises; or
(b) arranging for any part of the gas connection or LPG connection at the premises to be blocked, removed or otherwise physically disconnected.

tenancy premises means premises the subject of a residential tenancy agreement.

Clause 29 Rent reduction for lessor's failure to comply with a minimum housing standard
Section 71AAA (3) (a) and (b)

To create greater precision in language, this clause also replaces the word "stated" with "ordered" to reflect that making a rent reduction forms part of an ACAT order.

Clause 30 Lessor's costs
Schedule 1, clause 43

This clause aligns the Standard Terms with the policy intent of electrifying residential premises and the decommissioning of gas networks. The existing clause 43 of the Standard Terms states that the lessor is responsible for the cost of the physical installation of services. These costs are typically flat-fee based and are referable to the property rather than the individual tenant. For example, if there is a cost associated with physically connecting a property to the water mains, that is a cost referable to the property and not to whichever tenant happens to reside at the property at the time of the connection.

The substituted clause 43 acknowledges that as the ACT transitions away from gas, there may no longer be a need for a gas connection at a rental property (once any gas appliances at the property have been replaced with electric ones) and also acknowledges that there may be costs that arise from the physical disconnection of gas lines to a property.

As such clause 43 clarifies that:

- if there are no longer gas reliant appliances at a rental property, then the landlord does not need to ensure there is a gas connection to the property; and
- if the landlord decides to temporarily or permanently disconnect the property from gas, then the landlord must bear the cost of the temporary or permanent disconnection from the gas network.

This approach to the electrification of residential premises reflects that the costs associated with the physical connection of gas or disconnection of the gas service are costs of the landlord and not the tenant who happens to reside at the property at the time.

Clause 31 Tenant's costs
Schedule 1, clause 46

This clause is consequential to clause 30. The combined effect of clauses 30 and 31 is also to move the effect of existing clause 43 (2) (which indicates that the tenant is responsible for all services that will be supplied in the tenants' name) out of the clauses relevant to lessor's costs and into the clauses relevant to tenant's costs.

Clause 46 now clarifies that the tenant is responsible for

- Activating (that is, establishing an account with a utility provider) an existing electricity, gas or LPG connection for electricity, gas or LPG which will be supplied in the tenant's name
- Activating other services that will be supplied in the tenant's name
- All charges associated with the consumption of services supplied with the premises.

These changes do not change the existing position (set out in clause 42 of the Standard Terms) that:

- The landlord is responsible for service for which they agree to be responsible as well as services supplied in the landlord's name.
- A tenant cannot be charged for consumption of services where there is not a separate metering device to measure the amounts consumed
- The landlord is responsible for services supplied before the beginning or after the end of a tenancy
- The landlord is responsible for supply charges associated with the supply of water and sewerage
- The landlord is responsible for all owners corporation charges.

Clause 32 Urgent repairs Schedule 1, clause 60 (h)

This clause clarifies that the failure of a gas or LPG connection will only be considered an urgent repair if there is an active gas of LPG connection at the property. This means that if a gas connection has been temporarily or permanently disconnected (that is, the gas connection is no longer 'active') because there is no longer gas reliant appliances at the premises, the landlord will not need to repair or reinstate the disconnected gas service.

Part 4 Retirement Villages Act 2012

Clause 33 Meaning of residence right Section 8 (1) definition of *residence right*, paragraph (a) (ii)

This clause is a technical amendment to create greater clarity. It is intended to confirm the definition of residence right in section 8 does not include a residential tenancy agreement.

Clause 34 General inquiry document Section 23 (2) note

This clause omits the note in section 23 (2), which is a technical amendment to update the RV Act in line with current drafting practice.

Clause 35 Disclosure statement Section 24 (3), note 1

This clause omits the note in section 24 (3), which is a technical amendment to update the RV Act in line with current drafting practice.

Clause 36 Consequences of resident's rescission of other village contract Section 58 (3)

This clause is a technical amendment that corrects an incorrect cross refence in section 58 (3).

Clause 37 Section 58 (5)

This clause is a technical amendment that corrects an incorrect cross refence to the subsection in section 58 (5).

Clause 38 Meaning of resident – pt 6 Section 77A, definition of resident, note

This clause omits the note in section 77A, which is a technical amendment to update the RV Act in line with current drafting practice.

Clause 39 Compliance with village rules by people other than operator and residents Section 88 (1) (a)

This clause is a technical amendment to create greater clarity in wording. The section now clarifies that it refers to registered interest holders, which is clearer terminology than “certain residents.”

Clause 40 Section 174A and 175

This clause is consequential to the change at clause 41 which removes Division 8.1A.

Section 174A is updated to remove the reference to division 8.1A

Section 175 is omitted.

Clause 41 Dispute resolution – disputes committee Division 8.1A

This clause omits the entire Division 8.1A. This amendment means that retirement village operates will no longer be a required to establish an internal disputes committee within the retirement village. The amendment also removes the requirement for recurrent charges to fund the independent chair of the internal disputes committee.

The intent of removing this requirement is to give flexibility to residents and operators on how they resolve disputes. It does not prevent retirement villages from establishing or continuing existing internal disputes resolution committees should they wish to do so.

Clause 42 Section 178

This clause is consequential to the amendments in clause 41 which remove of Division 8.1A (Disputes committees) from the RV Act. This clause amends the existing section 178 on informal dispute resolution to reflect the removal of Division 8.1A (disputes committees).

This amended section makes it clear that nothing prevents or prohibits villages from establishing their own internal disputes committee within the village, should the operator and residents decide that is appropriate for the village. For existing internal disputes committees operating before the amendments, these committees can still choose to operate, should they wish to continue. Alternatively, if operators and residents jointly agree that it is more appropriate to wind up an existing committee, they are permitted to do that as well.

Disputes can also continue to be resolved through making a complaint to the ACT Human Rights Commission (**HRC**), or by an application for a decision to be made by ACAT.

New section 178 (1) (b) makes it clear that a resident does not need to attempt to resolve a dispute between themselves and the operator of the village, or in a particular way, before using either the HRC or the ACAT.

Village contract terms also cannot limit or exclude processes provided for under the Act or another in force Territory law, such as making a complaint to the HRC or submitting an application to the ACAT. The new subsection (2) clarifies that any contract terms that attempt to do either of these things are void and not enforceable.

The note inserted after subsection (2) (b) carries over the existing note at 178 (3), stating that section 35 of the *ACT Civil and Administrative Tribunal Act 2008* provides for the ACAT to order mediation before the hearing of an application, if the ACAT considers that the matter is suitable for mediation, and the dispute is reasonably likely to be resolved by that mediation.

Clause 43 Recurrent charges for optional services Section 209 (4), definition of *resident*

This clause is a technical amendment to align with other similar amendments in the Act.

Clause 44 Recurrent charges for general services – registered interest holders Section 210 (4), new example

This clause is a technical amendment that updates the existing example under section 210 (5) to replace names used in the example with gender neutral letter characters in line with current drafting practice.

Clause 45 Section 210 (5), example

This clause is a technical amendment to align with other similar amendments in the Act.

Clause 46 Dictionary, definition of *disputes committee*

This clause is consequential to the amendments in clause 41 which remove of Division 8.1A (Disputes committees) from the RV Act. It removes the definition of disputes committees from the RV Act dictionary.

Clause 47 Dictionary, definition of *resident*

This clause is consequential to the amendments in clause 41 which remove of Division 8.1A (Disputes committees) from the RV Act. It removes references to Division 8.1A from the definition of ***resident*** in the RV Act dictionary and replaces it with a reference to disputes.

Clause 48 Dictionary, definition of *resident*, paragraph (b) (vi)

This clause is a technical amendment to create greater clarity in wording by replacing the reference to “certain residents” with the more specific term “registered interest holders.”

Clause 49 Dictionary, new definition of *tenant*, paragraph (a)

This clause is a technical amendment to create greater clarity in wording by replacing the reference to “certain residents” with the more specific term “registered interest holders.”

Clause 50 Further amendments, notes

This clause is a technical amendment to update the RV Act with current drafting practice.

Part 5 Retirement Villages Regulation 2013

Clause 51 Dispute resolution Schedule 2, section 2.1

This clause is consequential to the amendments in clause 41 which remove of Division 8.1A (Disputes committees) from the RV Act. This section indicates that a village contract must not include a provision that requires the resident undertake a specific dispute resolution process or that excludes a limits for resolving a dispute provided for under the RV Act or another Territory law.

Clause 52 Special resolution – quorum Schedule 4, section 4.10 (2) (a)

This clause omits the current quorum requirement in section 4.10 (2) (a) for a unit titled retirement village of 1/3 of the qualified voters and replaces it with the requirement of ¼ of the qualified voters. This reduces the quorum requirement threshold and aligns with amendments to the *Unit Titles (Management) Act 2011* made in Part 6.

The purpose of this amendment is for consistency and parity between unit titled retirement villages and unit titled properties in general.

Clause 53 Dictionary, note 2

This clause is consequential to amendments in Clause 33. It inserts the definition of residence right into the dictionary of the RV regulation.

Part 6 Unit Titles (Management) Act 2011

Clause 54 Quorum at a general meeting—owners corporation with 3 or more members Schedule 3, section 3.9 (1) (a)

This clause changes the threshold for a standard quorum for a general meeting of an owners corporation from ½ to ¼. The lowering of the standard quorum helps address an issue for owners corporations that regularly fail to meet a standard.

Clause 55 Notice of reduced quorum decisions and adjournments Schedule 3, section 3.10 (2)

This clause is a technical amendment to change the wording from “reduced quorum decision notice” to a “notice under subsection (1).” This amendment reflects that *reduced quorum decision notice* is not a defined term and so the new wording simply directs the reader to the notice issued under subsection (1) (which is a reduced quorum decision notice).

Clause 56 Reduced quorum decisions—effect Schedule 3, section 3.11 (1)

This clause removes the 28 days delayed effect of decisions made with a reduced quorum. The amended provision instead provides that a reduced quorum decision will take effect from the day after the decision was made. This amendment enables the owners corporation to implement and carry out their decisions which were previously stalled under the former 28 day waiting period.

This change has been made in response to stakeholder feedback which indicated that the delayed effect of reduced quorum decisions was having significant practical impacts, particularly in circumstances where a reduced quorum decision related to urgent repairs, a decision to take legal action or other matters that require timely action. This amendment means that reduced quorum decisions can now take effect the day after the reduced quorum meeting.

However, Schedule 3, section 3.11 (2) remains in place to ensure that for a reduced quorum decision to take effect, the owners corporation must have complied with the requirements under section 3.10 (1) to provide notices to owners of the reduced quorum decisions. This ensures that owners have timely notice of reduced quorum decisions so that if they wish to take action to challenge a reduced quorum decision by bringing a dispute to ACAT they can do so shortly after the reduced quorum decision has been made.

Clause 57 Schedule 3, section 3.11 (3) and (4)

This clause removes the provisions which required a petition of a majority of owners to dispute a decision or decisions made at a meeting under reduced quorum. With the removal of the 28-day waiting period for a reduced quorum decision to take effect, sections 3.11 (3) and (4) are no longer relevant.

However, any owner can still dispute the validity of a motion decided under reduced quorum any time after the motion has taken effect. The removal of both the 28 day waiting period for a decision to take effect as well as the requirements for a petition of a majority of owners creates a better balance for an owners corporation to progress meetings and make decisions without delay (particularly where there are urgent issues that need to be addressed as well as allowing the executive committee to carry out their duties), while still allowing owners the ability to dispute the validity of motions through the ACAT process without needing the support of other owners progress a dispute.

Clause 58 Proxy votes
Schedule 3, section 3.26 (2)

This clause clarifies that where a person appoints a proxy, they may be appointed to exercise their role to vote on motions in general or in relation to a particular motion. This amendment helps makes a distinction for a person appointing a proxy whether they want to give their proxy a general authorisation to exercise to vote on their behalf, or if they want to limit or direct how the proxy may vote in relation to individual motions.

This is particularly relevant where a motion may arise during a meeting that the person has not been able to instruct their proxy on how to vote. Where the proxy has general authorisation, they will be able to vote on the motion in accordance with what they consider would be in the interests of the person who appointed them. However, if they do not have general authorisation, they will not be able to vote on the motion as they have not received instructions on how to vote in relation to that particular motion. While this helps provide clarification for the role and authority of proxies, it also helps determine quorum for motions as quorum provisions apply to each motion voted on at a general meeting.

Clause 59 Schedule 3, section 3.26 (3)

This amendment replaces the word *matter* with *motion* to clarify that the proxy votes on the motion put forward at a meeting.

This amendment intends to make a distinction between matters as opposed to motions. Matters are issues raised for discussion at a meeting for discussion. Where an issue is put to a vote, it is framed as a motion. The motion is then voted upon to determine an outcome to the matter. Further amendments within this Bill also make similar changes to ensure consistency in language used.

Clause 60 Schedule 3, new section 3.26 (5) and (6)

This clause clarifies how proxy votes are counted towards quorum. It introduces new section 3.26 (5) to make certain that a person who has appointed a proxy is taken to have been present at the meeting and, if the proxy has voted on their behalf, that they are deemed to have voted on the motion.

Section 3.26 (6) provides further clarification by disapplying section 3.26 (5) if the proxy has not been appointed in relation to a particular motion. This links with the changes made in clause 58 which indicates that a proxy may be appointed in general or for stated motions only.

Clause 61 Proxy votes—limit on developer
Schedule 3, section 3.27 (2)

This amendment makes changes to replace the word *matter* with *motion* for consistency and clarity of language (as outlined in Clause 59).

Clause 62 Schedule 3, section 3.27 (2) (c)

This amendment makes changes to replace the word development *matter* with development *motion* for consistency and clarify of language (as outlined in Clause 59).

Clause 63 Schedule 3, section 3.27 (4) (d)

This amendment makes changes to replace the word *matter* with *motion* for consistency and clarity of language (as outlined in Clause 59).

Clause 64 Absentee votes
Schedule 3, section 3.31 (4)

This clause clarifies how absentee votes are counted towards quorum. It indicates that a person casting an absentee vote is taken to be present at the meeting and is to be counted towards the making up of a quorum. This change now confirms that absentee votes can be used for the purpose of making up quorum for a meeting of the owners corporation.

However, a note has also been included to clarify that as absentee votes are cast before the commencement of a meeting, the absentee vote can only be cast on motions which were included in the meeting notice.