



Australian Capital Territory

Residential Tenancies Amendment Regulation 2018 (No 1)

Subordinate Law SL2018-5

The Australian Capital Territory Executive makes the following regulation under the *Residential Tenancies Act 1997*.

Dated 3 May 2018.

GORDON RAMSAY
Minister

YVETTE BERRY
Minister



Australian Capital Territory

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made under the

[Residential Tenancies Act 1997](#)

1 Name of regulation

This regulation is the *Residential Tenancies Amendment Regulation 2018 (No 1)*.

2 Commencement

This regulation commences on the commencement of the [Residential Tenancies Amendment Act 2017](#), schedule 2.

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

3 Legislation amended

This regulation amends the *Residential Tenancies Regulation 1998*.

4 New section 1AA

after section 1, insert

1AA Notes

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

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

5 New sections 6 and 7

insert

6 Refusing registration of standard guarantee contract— Act, s 136 (2) (c) (i)

- (1) The commissioner must refuse to register a standard guarantee contract if the contract—
 - (a) allows a tenant or lessor to subrogate the party's rights or remedies to another party; or
 - (b) allows the provider to be party to a tenancy dispute; or
 - (c) allows the provider to recover an amount from the tenant that could not be deducted from a bond under the [Act](#), section 31; or
 - (d) allows the provider to recover an amount from the tenant without—
 - (i) the tenant's consent; or
 - (ii) an ACAT order, following an application by the lessor, to the effect that the tenant is liable for the amount; or

- (e) allows a provider to approve or otherwise influence a decision of the lessor in relation to a residential tenancy agreement, including a tenancy dispute; or
- (f) prohibits a tenant from terminating the contract without the consent of the other parties if the relevant residential tenancy agreement ends; or
- (g) otherwise gives the provider or lessor under a commercial guarantee any right or remedy against the tenant that the lessor would not have if the lessor had not accepted a guarantee in addition to or in place of a bond.

Note **Standard guarantee contract**—see the [Act](#), s 102.

- (2) In making a decision under subsection (1), the commissioner may consult with any entity that has expertise in residential tenancy matters.

Example

an entity representing residential tenants or lessors

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

- (3) In this section:

provider means a party to a commercial guarantee that is not a lessor or tenant.

7 Commercial guarantee excluded matters—Act, s 136 (2) (c) (ii)

A commercial guarantee must not include a term that has the effect of doing any of the things mentioned in section 6 (1).

Note 1 A commercial guarantee is void to the extent it includes a matter that must be excluded (see [Act](#), s 16 (5)).

Note 2 **Commercial guarantee**—see the [Act](#), s 102.

Endnotes

1 Notification

Notified under the [Legislation Act](#) on 4 May 2018.

2 Republications of amended laws

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

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