

NORTHERN TERRITORY OF AUSTRALIA

RESIDENTIAL TENANCIES ACT 1999

As in force at 1 April 2021

Table of provisions

Part 1	Preliminary	
1	Short title	1
2	Commencement	1
3	Objectives	1
4	Definitions	2
Part 2	Application of and liability under Act	
Division 1	Application	
5	Act to bind Crown	5
6	Agreements to which this Act does not apply	5
7	Exemptions	6
8	Persons 16 years of age may enter into tenancy agreements	7
Division 2	Liability for actions	
9	Vicarious liability of landlord for agent and agent's employees	7
10	Body corporate, partner's liability for actions of employee etc.	8
12	Vicarious liability of tenant	9
Part 3	Commissioner of Tenancies	
13	Commissioner of Tenancies	10
14	Delegation by Commissioner	11
15	Annual report	11
16	Tenancy Trust Account	11
17	Immunity from liability	12
18	Commissioner is enforcement agency	12
Part 4	Tenancy Agreements	
19	Tenancy agreements to be written	12
20	Contract to avoid Act prohibited	13
21	Tenant not to give false information	14
22	Harsh or unconscionable terms	14
23	Landlord cannot charge tenant for cost of preparing agreement	14
24	Landlord cannot impose extra charges or liabilities	14

Part 5 Bonds and condition reports

Division 1 Condition reports

24A	Condition reports generally.....	15
25	Condition report at start of tenancy.....	15
26	Acceptance of condition report with or without modifications.....	16
27	Application to Tribunal for condition report if no agreement	16
28	Condition report conclusive of condition at start of tenancy.....	17
28A	Condition report has effect for continuation of tenancy.....	17
28B	Landlord must not require tenant to vacate for condition report.....	17

Division 2 Bonds and security deposits

29	Bonds	18
30	Increase in security deposit.....	19
31	Receipt to be provided for security deposit.....	20
32	Statement of security deposit details to be given to tenant.....	20
33	Proportioning of security deposit between co-tenants	21
34	Security deposit may be transferred to new agent.....	21

Part 6 Rent

Division 1 Payment of rent

35	How and where rent to be paid.....	21
36	Landlord to keep proper records of rent	22
37	Landlord to give receipt for rent.....	22
38	Tenant's goods cannot be seized to pay rent	23

Division 2 Amount of rent payable

39	Rent in advance.....	23
40	How rent accrues.....	24
41	Increases in rent.....	24
42	Tribunal may declare rent excessive	25
42A	Tribunal may request Commissioner to pay for valuation of premises.....	26
43	Repayment of rent paid in advance	26
44	Accelerated rent and liquidated damages prohibited.....	27
45	Tribunal may determine if penalty or liquidated damages	27
46	Reductions in rent by agreement.....	28

Part 7 Repairs and maintenance

Division 1 Landlord's responsibilities

47	Premises not to be let unless habitable and safe	28
48	Premises to be clean and suitable for habitation	29

49	Premises to be secure	29
50	Landlord must not change locks	30

Division 2 Tenant's responsibilities

51	Cleanliness and damage	30
52	Tenant's responsibility for security	32
53	Tenant must not alter locks.....	32
54	No illegal conduct or nuisance on premises etc.....	33
55	Alteration of premises or ancillary property.....	33
56	Tenant to notify if premises to be vacant for more than 30 days	34

Division 3 Repairs

57	Landlord's obligation to repair.....	34
58	Tenant to notify landlord if repairs required	35
59	Maximum amount tenant may claim from landlord for repairs	35
60	When tenant may make repairs.....	36
61	When and how tenant may claim money for repairs.....	36
62	Tenant to use nominated repairers.....	37
63	Emergency repairs may be ordered by Tribunal.....	38

Part 8 Tenant's right to enjoy property without disturbance

64	Vacant possession etc.....	39
65	Tenant to be able to use and enjoy property	39
65A	Keeping pets.....	39
65B	Applications to Tribunal	40
66	Landlord not to interfere with tenant's enjoyment of premises.....	41
67	Tenant's right of association	41

Part 9 Landlord's right to enter premises during tenancy

68	Entry only permitted in accordance with Act.....	42
69	Collection of rent.....	43
70	Inspection of premises.....	43
71	Repairs and maintenance.....	44
72	Emergency or significant damage caused or threatened.....	44
73	Preparation of condition report	45
74	Inspection by prospective tenants or purchasers.....	45
75	Entry with consent	45
76	Tenant to be present at entry.....	45
77	Tenant not to impede entry.....	46
77A	Tribunal may order tenant to let landlord enter premises	46

Part 10 Change of landlord or tenant

78	Assignment or sublease of premises permitted with consent	47
79	Consent to assignments and subletting	47
80	Security deposit if lease assigned	48
81	Unreasonable charges not to be made for assignment etc.	48

Part 11 Termination of agreement

Division 1 When termination occurs

82	When termination occurs	48
83	Fixed term tenancy becomes periodic if not terminated	49
84	Tribunal may declare purported termination to be of no effect.....	49
85	Termination of periodic tenancy effective despite inadequate notice	50

Division 2 Termination by landlord

86	If premises flooded, unsafe or uninhabitable	50
88A	Where drug premises order made	50
89	Periodic tenancy, other than for breach	51
90	Fixed term tenancy	51
91	Employment-related tenancy	51

Division 3 Termination by tenant

92	If premises flooded, unsafe or uninhabitable	52
94	Periodic tenancy, other than for breach	52
95	Fixed term tenancy	52
96	If public housing found.....	52

Division 3A Notice to remedy breach

96A	Tenant's failure to pay rent	53
96B	Other breach by tenant.....	54
96C	Breach by landlord.....	55

Division 4 Termination by Tribunal

97	Serious breach by tenant.....	56
98	Serious breach by landlord	56
99	Hardship	57
99A	Failure by tenant relating to acceptable behaviour agreement	57
100	Conduct of tenant unacceptable	58
100A	Failure to remedy breach after notice given.....	59

Division 5	Notice of intention to terminate	
101	Form of notice of intention to terminate	59
102	Notice may be withdrawn.....	60
Division 6	Repossession of premises	
103	Tenant to give vacant possession	60
104	Tribunal may make order for possession.....	60
105	Tribunal may suspend order for possession.....	61
106	Repossession of premises.....	62
107	Right to possession not lost by forfeiture of head tenancy	62
Division 7	Abandoned premises and goods	
108	Abandoned premises.....	63
109	Abandoned goods	63
Part 12	Return of bond at end of tenancy	
Division 1	Condition reports	
110	Condition report at end of tenancy.....	65
111	Condition report conclusive of condition of premises at end of tenancy.....	66
Division 2	Return of security deposit and interest	
112	When landlord may keep security deposit	66
113	Tribunal may deal with disputes relating to security deposits	69
114	Interest on security deposit.....	70
115	Claims on behalf of co-tenants	70
116	If person owed security cannot be found	70
116A	Tenancy Trust Account offence	71
Part 13	Financial liabilities	
Division 1	Rates and charges	
117	Payment of electricity, gas or water charges	71
118	No charges payable unless specified in agreement	71
119	Tribunal may determine charges payable.....	72
Division 2	Compensation	
120	Duty of mitigation.....	72
121	Compensation if tenant fails to vacate premises	73
122	Compensation and civil penalties	73

Part 14 Tenancy databases

123	Definitions.....	75
124	Application of Criminal Code	76
125	Application of Part	76
126	Notice of usual use of database	76
127	Notice of listing if database used.....	77
128	Listing can be made only for particular breaches by particular persons.....	78
129	Further restriction on listing	79
130	Ensuring quality of listing – landlord's obligation	79
131	Ensuring quality of listing – database operator's obligation	81
132	Providing copy of personal information listed	81
133	Keeping personal information listed.....	81
134	Powers of Tribunal.....	82
135	Claims of privilege under this Part	82
136	No internal review under this Part.....	83

Part 15 Termination for purposes under the Housing Act 1982

Division 1 Application to public housing

137	Application	83
-----	-------------------	----

Division 2 Renovation, replacement or demolition of public housing

138	Termination for renovation, replacement or demolition.....	83
139	Process for termination.....	84
140	Transitional accommodation.....	85
141	Right to possession	86
142	Security deposit.....	86
143	Disapplication of section 84.....	86

Division 3 Relocating tenant in public housing

144	Grounds for relocation	86
145	Process for termination.....	87
146	Right to possession	88
147	Submissions on relocation.....	88
148	Security deposit.....	89
149	Tribunal's additional power under section 84.....	89

Part 16 Notices

154	Service of notices	89
155	Notice to one tenant or landlord sufficient	90
156	Right to be notified of change of landlord's name or address	90

157	Notice or payment to landlord's agent sufficient	90
-----	--	----

Part 16A Special provisions for COVID-19 emergency situation

157A	Definitions	91
157B	Minister's power in emergency period	91
157C	Matters that Minister may deal with in modification notice	93
157D	Ongoing effect of changes to tenancy agreement	95
157E	Retrospective effect	96
157F	Notice overrides tenancy agreements and other arrangements	96
157G	Effect of modification notice	97
157H	Interaction with <i>Law of Property Act 2000</i>	97
157J	Acquisition on just terms	97
157K	Disallowance by Legislative Assembly	97

Part 16B Offences in relation to negotiations during emergency period

157L	Misrepresentation	98
157M	Unauthorised disclosure of information	98

Part 16C Increased penalties for offences during emergency period

157N	Certain penalties increased for offences during emergency period	99
------	--	----

Part 17 Regulations

158	Regulations	100
-----	-------------------	-----

Part 18 Transitional matters

Division 1 Application of former Tenancy Act

159	Definitions	101
160	Continued application of <i>Tenancy Act</i>	101
161	Dispute resolution and appeals to take place under this Act	101
162	Transitional matters relating to security deposits	102
163	Transitional matters relating to determinations and appeals	102

Division 2 Residential Tenancies Amendment Act 2010

165	Application of section 122	103
-----	----------------------------------	-----

Division 3 Caravan Parks Act 2012

166	Application to certain agreements at commencement	103
-----	---	-----

Division 4	Northern Territory Civil and Administrative Tribunal (Conferral of Jurisdiction Amendments) (No. 2) Act 2014	
167	Definitions.....	103
168	Appeal against Commissioner's decision made before commencement.....	104
169	Appeal against court's decision made before commencement....	104
170	Commissioner's or Local Court's decision made after commencement.....	105
171	Appeals before Local Court.....	105
Division 5	Residential Tenancies Amendment Act 2018	
172	Definition.....	105
173	Transitional provision for Part 14.....	105
174	Jurisdiction of Tribunal for Tenancy Act leases	106
Division 6	Residential Tenancies Legislation Amendment Act 2020	
175	Keeping pets.....	106
ENDNOTES		

NORTHERN TERRITORY OF AUSTRALIA

As in force at 1 April 2021

RESIDENTIAL TENANCIES ACT 1999

An Act to regulate the relationship of landlord and tenant under residential tenancy agreements and for related purposes

Part 1 Preliminary

1 Short title

This Act may be cited as the *Residential Tenancies Act 1999*.

2 Commencement

This Act comes into operation on the date fixed by the Administrator by notice in the *Gazette*.

3 Objectives

The objectives of this Act are:

- (a) to fairly balance the rights and duties of tenants and landlords; and
- (b) to improve the understanding of landlords, tenants and agents of their rights and obligations in relation to residential tenancies; and
- (c) to ensure that landlords and tenants are provided with suitable mechanisms for enforcing their rights under tenancy agreements and this Act; and
- (d) to ensure that tenants are provided with safe and habitable premises under tenancy agreements and enjoy appropriate security of tenure; and
- (e) to facilitate landlords receiving a fair rent in return for providing safe and habitable accommodation to tenants.

4 Definitions

In this Act:

acceptable behaviour agreement has the same meaning as in the *Housing Act 1982*.

ancillary property, in relation to premises to which a tenancy agreement relates or is to relate, means:

- (a) ancillary real property, including a garden, not forming part of the premises;
- (b) fixtures; and
- (c) chattels, including but not limited to furniture, other household effects and a garden watering system,

provided, or to be provided, by the landlord, either under the tenancy agreement or independently of the agreement for use by the tenant, but does not include common property within the meaning of the *Unit Titles Act 1975* or *Unit Title Schemes Act 2009*.

bond means a provision of a tenancy agreement or an agreement collateral to a tenancy agreement under which a tenant is required to give a security deposit for the performance of obligations under the tenancy agreement.

business day means a day other than a Saturday or Sunday or a public holiday.

CEO (Housing), see section 6 of the *Housing Act 1982*.

Commissioner means the Commissioner of Tenancies within the meaning of section 13.

condition report has the meaning in section 24A(1).

continuation, in relation to a tenancy to which a tenancy agreement relates, includes an extension or renewal of the tenancy (however described) and whether the continuation is a fixed term tenancy or periodic tenancy.

COVID-19, for Part 16A, see section 157A.

COVID-19 public health emergency, for Part 16A, see section 157A.

database, for Part 14, see section 123.

database operator, for Part 14, see section 123.

EMA declaration, for Part 16A, see section 157A.

emergency period, see section 157B(1).

fixed term tenancy means a tenancy for a fixed period specified in the tenancy agreement.

landlord means:

- (a) the person who grants the right of occupancy under a tenancy agreement; or
- (b) a successor in title to the tenanted premises whose title is subject to the tenant's interest,

and includes:

- (c) a prospective landlord or a former landlord; and
- (d) an agent of the landlord, prospective landlord or former landlord.

list, for Part 14, see section 123.

modification notice, for Part 16A, see section 157B(2).

notice of intention to terminate means a notice given in accordance with section 101.

periodic tenancy means a tenancy that is not a fixed term tenancy.

personal information, for Part 14, see section 123.

premises means residential premises or part of residential premises to which a tenancy agreement relates or is to relate, but does not include premises leased principally for business purposes whether or not the premises may be used for residence under the lease.

rent means an amount payable under a tenancy agreement for the occupancy of premises for a period of the tenancy.

rent rebate means an amount waived or remitted, in accordance with a scheme established under an Act of the Territory or the Commonwealth, from rent payable for residential premises.

residential premises means premises intended for occupation as a place of residence and includes a caravan intended for occupation as a place of residence and a houseboat intended for occupation as a place of residence.

security deposit means an amount of money a tenant has paid, or is required to pay, under a bond.

tenancy means the right to occupy premises under a tenancy agreement.

tenancy agreement means an agreement under which a person grants to another person for valuable consideration a right (which may be, but need not be, an exclusive right) to occupy premises for the purpose of residency.

tenancy database, for Part 14, see section 123.

tenancy dispute means a dispute between parties, or former parties, to:

- (a) a tenancy agreement; or
- (b) an agreement collateral to a tenancy agreement,

being a dispute about the tenancy to which the agreement relates.

Tenancy Trust Account means the Trust Account established under section 16.

tenancy under the Housing Act 1982 or **tenancy or proposed tenancy under the Housing Act 1982** does not include a tenancy relating to premises not owned by the Territory, or a statutory authority, unless the landlord is the Territory.

tenant means the person who:

- (a) is granted a right of occupancy of residential premises under a tenancy agreement;
- (b) has a right of occupancy of residential premises because of an assignment from a former tenant or a subtenancy; or
- (c) has a right of occupancy of residential premises, otherwise than as a landlord, because of the operation of this Act,

and includes:

- (d) a prospective tenant or a former tenant; and
- (e) a person acting on behalf of the tenant, prospective tenant or former tenant.

Tribunal means the Civil and Administrative Tribunal.

Note for section 4

The Interpretation Act 1978 contains definitions and other provisions that may be relevant to this Act.

Part 2 Application of and liability under Act

Division 1 Application

5 Act to bind Crown

- (1) This Act binds the Crown in right of the Territory and, in so far as the legislative power of the Legislative Assembly permits, the Crown in all its other capacities.
- (2) Nothing in this Act renders the Crown liable to be prosecuted for an offence.

6 Agreements to which this Act does not apply

- (1) This Act does not apply to an agreement:
 - (a) under which a person occupies, or it is intended a person will occupy, premises provided for the purposes of holiday accommodation;
 - (b) under which no rent is payable in return for the granting of a right to occupy premises for the purpose of residence;
 - (c) under which no rent is payable and services are provided in return for the granting of a right to occupy premises for the purpose of residence;
 - (d) for sale of premises granting to a party to the agreement a right to occupy the premises;
 - (e) arising under a scheme in which:
 - (i) a complex of adjacent premises is owned by a company; and
 - (ii) the premises are let by the company to persons who jointly have a controlling interest in the company;
 - (f) in respect of premises provided for the use of homeless, unemployed or disadvantaged persons for charitable purposes or for the purposes of providing emergency shelter or accommodation;

- (g) made between family members or friends under which a nominal rent is charged if the parties do not intend to create a tenancy agreement to which this Act applies; or
- (h) under which a person occupies or is intended to occupy a caravan, immovable dwelling or mobile home, that is in a caravan park.

(2) In this section:

caravan, see section 4 of the *Caravan Parks Act 2012*.

caravan park, see section 4 of the *Caravan Parks Act 2012*.

mobile home, see section 4 of the *Caravan Parks Act 2012*.

7 Exemptions

- (1) The Minister may, by notice in the *Gazette*:
 - (a) exempt tenancy agreements of a specified class from all or any of the provisions of this Act or the Regulations; or
 - (b) modify specified provisions of this Act or the Regulations in their application to a specified class of tenancy agreements or a specified class of premises.
- (2) A provision of this Act or the Regulations specified in an exemption or modification under subsection (1) does not apply, or applies as so modified, in relation to a tenancy agreement or premises within the class specified in the exemption or modification.
- (3) Before making an exemption or modifying a provision under subsection (1), the Minister must arrange for consultation with, and invite submissions from, persons and organisations who or that in the opinion of the Minister have an interest in the proposal being considered by the Minister.
- (4) Before making an exemption or modifying a provision under subsection (1), the Minister must give notice in a newspaper circulating in the Territory:
 - (a) that a proposal for an exemption or modification is being considered by the Minister; and
 - (b) inviting members of the public to make written submissions within the period of not less than 21 days specified in the notice.

- (5) Sections 31, 32, 37, 39(1) and (2), 42 and 112(5)(b) or (c) and Part 10 of this Act do not apply in relation to a tenancy or proposed tenancy under the *Housing Act 1982*.
- (6) Subsection (5) does not prevent a tenancy or proposed tenancy under the *Housing Act 1982* being the subject of an exemption or modification under subsection (1).

8 Persons 16 years of age may enter into tenancy agreements

Despite any other law in force in the Territory:

- (a) a person who has attained the age of 16 years may enter into a tenancy agreement as a tenant and may enforce the agreement in accordance with this Act; and
- (b) a tenancy agreement may be enforced in accordance with this Act against a person who has attained the age of 16 years but has not attained the age of 18 years unless, in the opinion of the Tribunal, the agreement is harsh or unconscionable.

Division 2 Liability for actions

9 Vicarious liability of landlord for agent and agent's employees

- (1) For the purposes of this Act, including a prosecution for an offence against this Act:
 - (a) conduct engaged in on behalf of a landlord by an employee or agent of the landlord within the scope of the employee or agent's actual or apparent authority is to be taken to have been engaged in also by the landlord; and
 - (b) conduct engaged in on behalf of a landlord's agent by an employee or agent of the landlord's agent is, if the conduct was within the scope of the employee or agent's actual or apparent authority, to be taken to have been engaged in also by the landlord's agent and the landlord.
- (2) A landlord may be prosecuted for and found guilty of an offence by virtue of subsection (1)(a) whether or not the employee or agent has been prosecuted or found guilty of the offence.
- (3) A landlord or a landlord's agent may be prosecuted for and found guilty of an offence by virtue of subsection (1)(b) whether or not the employee or agent has been prosecuted or found guilty of the offence.

- (4) It is a defence to a prosecution for an offence committed by virtue of subsection (1) if the landlord or landlord's agent establishes that:
 - (a) the act or omission that constituted the offence took place without the landlord's or the landlord's agent's authority, permission or consent; or
 - (b) the landlord or the landlord's agent did not know, and ought not reasonably be expected to have known, the offence was to be or was being committed and took all reasonable steps to prevent or stop the commission of the offence or a similar offence; or
 - (c) the landlord or the landlord's agent could not by the exercise of reasonable diligence have prevented the commission of the offence by the person who committed the offence.
- (5) For the purposes of this section, a reference to engaging in conduct is to be read as including a reference to failing or refusing to engage in conduct.

10 Body corporate, partner's liability for actions of employee etc.

- (1) If in proceedings for an offence against this Act it is necessary to establish the state of mind of a body corporate in relation to particular conduct, it is sufficient to show:
 - (a) that the conduct was engaged in by a director, employee or agent of the body corporate within the scope of his or her actual or apparent authority; and
 - (b) that the director, employee or agent had the relevant state of mind.
- (2) For the purposes of a prosecution for an offence against this Act, conduct engaged in on behalf of a body corporate by a director, employee or agent of the body corporate within the scope of his or her actual or apparent authority is to be taken to have been engaged in also by the body corporate.
- (3) If a partner commits an offence against this Act, every other partner in the partnership is to be taken to have committed the same offence.
- (4) If a person commits an offence against this Act while engaging in conduct on behalf of an unincorporated association, each member of the committee of management of the association is to be taken to have committed the same offence.

- (5) It is a defence to a prosecution for an offence committed by virtue of subsection (1), (2), (3) or (4) if the defendant establishes that:
- (a) the person who committed the offence would have been able to establish a defence available to the person; or
 - (b) the act or omission that constituted the offence took place without the defendant's authority, permission or consent; or
 - (c) the defendant did not know, and ought not reasonably be expected to have known, the offence was to be or was being committed and took all reasonable steps to prevent or stop the commission of the offence or a similar offence; or
 - (d) the defendant could not by the exercise of reasonable diligence have prevented the commission of the offence by the person who committed the offence.
- (6) A person may be prosecuted for and found guilty of an offence by virtue of subsection (1), (2), (3) or (4) whether or not the person whose offence he or she is to be taken to have committed by virtue of that subsection has been proceeded against or found guilty of an offence against the provision.
- (7) For the purposes of this section, a reference to engaging in conduct is to be read as including a reference to failing or refusing to engage in conduct.

12 Vicarious liability of tenant

- (1) It is a term of a tenancy agreement that if a person (other than a co-tenant) who, while on the tenant's premises with the consent of the tenant, performs or omits to perform an act that, if it had been an act or omission of the tenant, would have been a breach of the agreement, the tenant is responsible under the agreement for the act or omission for the purposes of this Act.
- (2) Nothing in subsection (1) is to be taken to make a tenant criminally responsible for an act or omission of another person.
- (3) Subsection (1) does not apply if:
- (a) the person who performs an act that, if it had been an act of the tenant, would have been a breach of the tenancy agreement, is in a domestic relationship within the meaning of the *Domestic and Family Violence Act 2007* with the tenant; and
 - (b) the act is an act of domestic violence under that Act; and

- (c) it is reasonable in all the circumstances, including but not limited to the number of times that an act of domestic violence under that Act has been performed by the person in the premises to which the tenancy agreement relates, for the tenant not to be taken to be responsible under the agreement for the act for the purposes of this Act.

Part 3 Commissioner of Tenancies

13 Commissioner of Tenancies

- (1) The Commissioner of Consumer Affairs as defined in the *Consumer Affairs and Fair Trading Act 1992* is the Commissioner of Tenancies, except during the period of an appointment under subsection (2).
- (2) The Minister may, by notice in the *Gazette*, appoint a person to be the Commissioner of Tenancies for the period of not more than 3 years specified in the notice.
- (3) The Commissioner has the following functions:
 - (a) investigating and researching matters affecting the interests of parties to tenancy agreements;
 - (b) publishing reports and information to parties to tenancy agreements;
 - (c) providing information to the public about this Act and residential tenancies;
 - (d) investigating suspected infringements of this Act or the Regulations and taking appropriate action to ensure the enforcement of this Act and the Regulations;
 - (e) reporting to the Minister on questions referred to the Commissioner by the Minister and other questions of importance affecting the administration of this Act;
 - (f) producing model tenancy agreements for viewing or sale;
 - (g) other functions conferred on him or her under this or any other Act.
- (4) The Commissioner has the powers necessary to enable him or her to carry out his or her functions or exercise his or her powers under this or any other Act.

14 Delegation by Commissioner

- (1) The Commissioner may, in writing, delegate to a specified person or a person from time to time holding, acting in or performing the duties of a specified office, designation or position any of his or her powers and functions under this Act, other than this power of delegation.
- (2) A power or function delegated under this section, when exercised or performed by the delegate, is to be taken to have been exercised or performed by the Commissioner.
- (3) A delegation under this section does not prevent the exercise of a power or the performance of a function by the Commissioner.

15 Annual report

- (1) The Commissioner must, on or before 31 October in each year, prepare and forward to the Minister a report on the administration of this Act for the year ending on the previous 30 June.
- (2) The Minister must, within 6 sitting days of the Legislative Assembly after receiving a report under subsection (1), lay a copy of the report before the Assembly.
- (3) A report under subsection (1) may be included in a report prepared by the Commissioner under the *Consumer Affairs and Fair Trading Act 1992*.
- (4) If a report under subsection (1) is included in a report prepared by the Commissioner under the *Consumer Affairs and Fair Trading Act 1992*, subsection (2) does not apply to the report.

16 Tenancy Trust Account

- (1) The Minister primarily responsible for the administration of the *Agents Licensing Act 1979* may determine that part of the Fund established under that Act, or a proportion of the contributions into that Fund, is to be paid into the Tenancy Trust Account for the purposes of:
 - (a) meeting the costs of administering and enforcing this Act, including the operating costs of the Commissioner; and
 - (b) educating landlords, landlord's agents and tenants about their statutory and contractual rights and obligations; and
 - (c) providing tenants with advisory and legal services (including advocacy).

- (2) The Minister referred to in subsection (1) may only make a determination under that subsection after consulting:
 - (a) organisations that in the opinion of the Minister represent the interests of landlords; and
 - (b) organisations that in the opinion of the Minister represent the interests of tenants; and
 - (c) the Agents Licensing Fidelity Guarantee Fund.
- (3) The Accountable Officer within the meaning of the *Financial Management Act 1995* of the Agency allotted the administration of this Act under an Administrative Arrangements Order must:
 - (a) maintain within his or her Agency Operating Account a fund to be known as the Tenancy Trust Account; and
 - (b) pay an amount into the Tenancy Trust Account in accordance with a determination under subsection (1).

17 Immunity from liability

The Commissioner, a delegate of the Commissioner or a person authorised by the Commissioner is not liable for an act or omission done in good faith in the exercise or purported exercise of a power or the performance of a function under this Act.

18 Commissioner is enforcement agency

The Commissioner is an enforcement agency for the purposes of the *Fines and Penalties (Recovery) Act 2001*.

Part 4 Tenancy Agreements

19 Tenancy agreements to be written

- (1) If a landlord enters into a written tenancy agreement the agreement is to:
 - (a) contain the name of the tenants and the name and address for service of the landlord's agent, if any;
 - (b) contain the full name and address for service of the landlord;
 - (c) clearly identify the premises to which the agreement relates;
 - (d) contain each term, or a term to the same effect as each term, that is specified by or under this Act to be a term of a tenancy agreement;

- (e) include terms as to the amount of rent payable and how the rent is to be payable; and
 - (f) if the agreement is for a fixed term tenancy – specify the duration of the agreement.
- (2) If a landlord who has invited a tenant to sign a written tenancy agreement or a document containing its terms has signed the agreement or document, the landlord must give a copy to the tenant when the tenant signs it.

Maximum penalty: 20 penalty units.

- (3) If a landlord who has invited a tenant to sign a written tenancy agreement or a document containing its terms has not signed the agreement or document, the landlord must give a copy to the tenant for signature by the tenant, sign the document when the tenant returns it and give to the tenant a copy of the document as signed by both parties within 7 days after the tenant returns it.

Maximum penalty: 20 penalty units.

- (4) If a tenancy agreement is not in accordance with subsection (1) or is not signed by all parties to the agreement, a tenancy agreement, if any, prescribed for the purposes of this section is to be taken to be the agreement between the parties for the purposes of this Act.

20 Contract to avoid Act prohibited

- (1) An agreement or arrangement that is inconsistent with this Act or the Regulations or purports to exclude, modify or restrict the operation of this Act or the Regulations, is void to the extent of the inconsistency.
- (2) Subsection (1) does not apply in relation to an inconsistency, exclusion, modification or restriction expressly permitted by or under this Act.
- (3) A purported waiver of a right under this Act is void.
- (4) A landlord must not enter into an agreement or arrangement:
- (a) to exclude, modify or restrict the operation of this Act (directly or indirectly); or
 - (b) that purports to exclude, modify or restrict the operation of this Act (directly or indirectly).

Maximum penalty: 100 penalty units.

21 Tenant not to give false information

It is a term of a tenancy agreement that a tenant must not give a landlord:

- (a) information about a tenant's identity that is material to a landlord's decision to enter into the tenancy agreement and that is, to the knowledge of the tenant, false; or
- (b) any other information, required by or under this Act to be given in relation to the tenancy agreement, that is, to the knowledge of the tenant, false.

22 Harsh or unconscionable terms

- (1) The Tribunal may, on the application of a tenant, make an order rescinding or varying a term of a tenancy agreement (other than a term that is specified under this Act to be a term of an agreement) if it is satisfied that the term is harsh or unconscionable.
- (2) On making an order under subsection (1), the Tribunal may make consequential changes to the tenancy agreement or another related document, including an ancillary agreement.

23 Landlord cannot charge tenant for cost of preparing agreement

A landlord must not require or receive from a tenant a payment for the preparation of a tenancy agreement.

Maximum penalty: 20 penalty units.

24 Landlord cannot impose extra charges or liabilities

- (1) A landlord must not require or receive from a tenant a payment, other than rent, a security deposit or both, for a tenancy or the renewal or extension of a tenancy.

Maximum penalty: 20 penalty units.
- (2) An amount paid as consideration for an option to enter into an agreement for premises is a payment for the purposes of subsection (1).
- (2A) Subsection (1) does not prevent a landlord from requiring or receiving from a tenant payment of a debt, owed in respect of a tenancy, as a condition of the granting, renewal or extension of a tenancy.

- (3) A landlord must not require a tenant to enter into a contract of insurance, guarantee or other agreement, other than by way of a bond, in relation to a tenancy or the renewal or extension of a tenancy.

Maximum penalty: 20 penalty units.

Part 5 Bonds and condition reports

Division 1 Condition reports

24A Condition reports generally

- (1) A condition report is a report about the condition of residential premises that is:
- (a) made either entirely in writing or partly in writing and partly by using images; and
 - (b) made in the manner and containing the information required under this Act.
- (2) The Regulations may provide for matters relevant to the making of a condition report.
- (3) The Regulations may modify specified provisions of this Act in their application to condition reports made partly by using images.
- (4) An image used in making a condition report may be recorded in a photograph, on video or film or by any other mechanical, electronic, digital or similar method of making a visual record.

25 Condition report at start of tenancy

- (1) No later than 3 business days after a tenant takes possession of premises to which a tenancy agreement relates, or after the start of a continuation of the tenancy to which the tenancy agreement relates, the landlord may give the tenant a signed condition report.
- (2) A condition report is to:
- (a) specify the condition of walls, floors and ceilings in each room in the premises to which the tenancy agreement relates;
 - (b) itemise, and specify the condition of, any fixture or chattel that is ancillary property; and
 - (c) contain other prescribed information, if any.

- (3) The landlord is to fill out the condition report under subsection (1) in the presence of the tenant or a representative of the tenant (who is not the landlord or the landlord's agent) unless it is not practical to do so or the tenant or the tenant's representative does not appear at the agreed time.

26 Acceptance of condition report with or without modifications

- (1) Within 5 business days after receiving a condition report under section 25, the tenant may:
 - (a) accept the report by signing it and returning it to the landlord;
or
 - (b) mark the modifications the tenant thinks fit on the report, initial the modifications and return the report to the landlord.
- (2) If a tenant does not take action under subsection (1) within the time specified in that subsection, the tenant is to be taken to have accepted the condition report.
- (3) Within 5 business days after a landlord receives a condition report modified by the tenant under subsection (1)(b), the landlord may:
 - (a) accept the report as modified by the tenant by initialling the modifications and, without making further modifications, return a copy of the report to the tenant; or
 - (b) reach agreement with the tenant as to the contents of the report and accept the report by having both parties initial all modifications to the report that are accepted by them; or
 - (c) apply to the Tribunal under section 27.
- (4) If, within the period referred to in subsection (3), the landlord does not take action under that subsection and the tenant does not apply to the Tribunal under section 27, the landlord is taken to have accepted the condition report as modified by the tenant.

27 Application to Tribunal for condition report if no agreement

- (1) If a landlord and tenant are unable to reach agreement under section 26(3)(b), either party may, within 5 business days after the landlord receives the condition report modified by the tenant, apply to the Tribunal for a condition report.
- (2) The Tribunal may, on receipt of an application under subsection (1), request the Commissioner to prepare a condition report in respect of the premises and the ancillary property to which a tenancy agreement relates.

- (3) The landlord and the tenant are, for the purposes of this Act, to be taken to have accepted a condition report prepared for the Tribunal under subsection (2).

28 Condition report conclusive of condition at start of tenancy

- (1) This section applies if a condition report is or is to be taken to have been accepted under this Division by a landlord and a tenant unless the Tribunal determines otherwise in a particular case.
- (2) If the condition report relates to the start of a tenancy to which a tenancy agreement relates, the report is conclusive evidence of the condition of the premises and of the provision of, and the condition of, any ancillary property referred to in the condition report at the start of the tenancy.
- (3) If the condition report relates to the start of a continuation of a tenancy to which a tenancy agreement relates, the report is conclusive evidence of the condition of the premises and of the provision of, and the condition of, any ancillary property referred to in the condition report at the start of the continuation.

28A Condition report has effect for continuation of tenancy

- (1) This section applies to a tenancy for residential premises to which a tenancy agreement relates (the ***original tenancy***) if the tenancy is continued and a condition report is not prepared under section 25 in relation to the continuation.
- (2) The condition report for the residential premises that had effect under this Division for the original tenancy continues to have effect for this Division for the continuation.
- (3) It is immaterial for subsection (2) whether either or both of the following apply:
 - (a) there is a waiver of rent in relation to the period from the end of the original tenancy until a new agreement starts or the tenancy is continued;
 - (b) the tenants for the new agreement or continuation of the tenancy include someone who was not previously a tenant under the original tenancy as long as one of the tenants for the new agreement or continuation was a tenant under the original tenancy.

28B Landlord must not require tenant to vacate for condition report

A landlord must not require a tenant to vacate residential premises in order to make a condition report under this Division.

Division 2 Bonds and security deposits

29 Bonds

- (1) Subject to section 30, a landlord must not:
- (a) require more than one bond or security deposit in relation to the same tenancy agreement; or
 - (b) require the payment of a security deposit of an amount greater than the money payable under the agreement for 4 weeks rent.

Maximum penalty: 20 penalty units.

- (2) Subject to section 30, for the purposes of subsection (1)(b), the money payable under the agreement for 4 weeks rent is the lowest amount payable for a week's rent under the agreement at the time it was made (not including an amount payable as a rent rebate) multiplied by 4.
- (3) Money paid to a landlord as a security deposit is, subject to this section, to be held by the landlord in trust for the tenant.
- (4) The landlord must pay money paid to the landlord as a security deposit into an account established for the purposes of section 50 of the *Agents Licensing Act 1979* or an account kept by the landlord at:
- (a) an ADI; or
 - (b) a statutory corporation of the Territory or of the Commonwealth.

Maximum penalty: 20 penalty units.

- (5) If a landlord who holds money in trust for a tenant under subsection (3) intends to leave the Territory for a period of more than 14 days, the landlord must, before leaving the Territory:
- (a) pay the money to a real estate agent or to a person approved in writing by the Commissioner; and
 - (b) notify the tenant of the name of the real estate agent or person.

Maximum penalty: 20 penalty units.

- (6) If money is paid under subsection (5) to a real estate agent or to a person approved in writing by the Commissioner:
 - (a) subsection (3) ceases to apply to the landlord; and
 - (b) subject to this section, the money is to be held by the real estate agent or person in trust for the tenant; and
 - (c) subsection (4), section 32 and Part 12 apply to the real estate agent or person as if he or she were the landlord; and
 - (d) if the money has not been returned to the tenant under Part 12, the real estate agent or person must, at the request of the landlord under subsection (7), return the money to the landlord.
- (7) The landlord may, within 14 days after he or she returns to the Territory, request the real estate agent or person holding the money under subsection (6) to return the money to the landlord.
- (8) If money is returned to the landlord under subsection (6)(d):
 - (a) subsections (3) and (4) apply to the landlord; and
 - (b) subsection (6) ceases to apply in relation to the real estate agent or person.

30 Increase in security deposit

- (1) If rent in relation to a tenancy agreement has been increased under this Act, the landlord may by written notice require the tenant to pay an amount by way of security deposit that will increase the total of all amounts paid by the tenant as a security deposit in relation to the tenancy to not more than the amount payable for a week's rent at the increased rate multiplied by 4.
- (2) Subsection (1) only applies if the notice is given after 2 years after a security deposit was given or a security deposit was last increased under this section in relation to the tenancy agreement.
- (3) If the security deposit payable under a tenancy agreement is increased under this section, the terms of the bond are varied accordingly.

31 Receipt to be provided for security deposit

- (1) If a person has paid an amount by cash, cheque or credit card as a security deposit to the landlord, the landlord must immediately give a receipt in accordance with subsection (3) to the person who paid it or the tenant on whose behalf the payment was received.

Maximum penalty: 20 penalty units.

- (2) If a person has paid an amount as security otherwise than by cash, cheque or credit card to the landlord, the landlord must within 2 business days after receiving the amount give a receipt in accordance with subsection (3) to the person who paid it or the tenant on whose behalf the payment was received.

Maximum penalty: 20 penalty units.

- (3) A receipt for the purposes of subsection (1) or (2) is to be signed by the person who received the security deposit to which it relates and is to specify:
- (a) the date the amount was received; and
 - (b) the name of the tenant on whose behalf the payment was received; and
 - (c) the amount paid; and
 - (d) the address of the premises to which the payment relates.

32 Statement of security deposit details to be given to tenant

A landlord must, at the written request of a tenant, give to the tenant a written statement of the following details in relation to the account in which is held the security deposit paid in relation to the tenant:

- (a) the name of the account;
- (b) whether or not the account is an account established under section 50 of the *Agents Licensing Act 1979*;
- (c) if the account is not an account established under section 50 of the *Agents Licensing Act 1979* – the name of the financial institution where the account is held and the rate of interest;
- (d) the amount of the security deposit in relation to the tenant that was paid into the account;

- (e) the day on which the security deposit was paid into the account.

Maximum penalty: 20 penalty units.

33 Proportioning of security deposit between co-tenants

- (1) A bond may specify the proportions of the security deposit paid in relation to each tenant under the tenancy agreement to which it relates.
- (2) If a bond does not specify the proportions of the security deposit paid in relation to each tenant under the tenancy agreement to which it relates, the security deposit is to be taken to have been paid in equal proportions by all the tenants.
- (3) Subsection (2) does not apply if:
 - (a) the Tribunal has determined otherwise; or
 - (b) all the tenants agree in writing with the proportions paid as security deposit in relation to each tenant,

and the landlord has been notified accordingly.

34 Security deposit may be transferred to new agent

If a person licensed as a real estate agent under the *Agents Licensing Act 1979* (in this section referred to as the **former agent**) transfers his or her real estate business, the security deposit held on behalf of a tenant by the former agent and transferred with the business is assigned to the person to whom the business is transferred as if he or she were the former agent.

Part 6 Rent

Division 1 Payment of rent

35 How and where rent to be paid

It is a term of a tenancy agreement that the tenant must pay the rent specified in or under the agreement in the manner and at the place:

- (a) specified in the tenancy agreement; or
- (b) agreed in writing between the landlord and the tenant.

36 Landlord to keep proper records of rent

- (1) A landlord must keep a written record, which may be in an electronic form, of each instalment of rent received.

Maximum penalty: 20 penalty units.

- (2) The record is to consist of:
- (a) the amount of rent paid; and
 - (b) the date on which the rent was received; and
 - (c) the period of the tenancy to which the rent relates; and
 - (d) the address of the premises to which the rent relates.
- (3) For the purposes of subsection (2)(c), the period of the tenancy is to be presumed to be the next period for which rent is payable unless the person paying the rent or on whose behalf the rent is paid specifies otherwise.
- (4) A person must not:
- (a) make a false entry of a record of rent received under a tenancy agreement; or
 - (b) falsify the record in any other way.

Maximum penalty: 100 penalty units.

- (5) The landlord must, at the request of a tenant, permit the tenant to examine the record of rent received under the tenancy agreement.

Maximum penalty: 20 penalty units.

37 Landlord to give receipt for rent

- (1) A landlord must, immediately after receipt of a cash payment for rent, give to a tenant a receipt in accordance with subsection (5).

Maximum penalty: 20 penalty units.

- (2) If rent is paid in cash to a landlord by a person on behalf of a tenant, the landlord must give to the tenant a receipt before the end of the next business day after the day on which the cash was received.

Maximum penalty: 20 penalty units.

- (3) If rent is paid by cheque by or on behalf of a tenant, the landlord must, at the request of the tenant, give to the tenant a receipt in accordance with subsection (5) within 3 business days after the date of the request.

Maximum penalty: 20 penalty units.

- (4) A landlord is not required to give a receipt if rent is directly credited or otherwise paid into an account kept by the landlord at:
- (a) an ADI; or
 - (b) a statutory corporation of the Territory or of the Commonwealth.
- (5) A receipt for the purposes of this section is to be signed by the person receiving the rent to which it relates and is to specify:
- (a) the date on which the rent was received; and
 - (b) the name of the person paying the rent; and
 - (c) the amount paid; and
 - (d) the period of the tenancy to which the payment relates; and
 - (e) the address of the premises to which the payment relates.

38 Tenant's goods cannot be seized to pay rent

A person must not seize or dispose of goods of a tenant for non-payment of the rent payable under a tenancy agreement, except in accordance with section 109.

Maximum penalty: 100 penalty units.

Division 2 Amount of rent payable

39 Rent in advance

- (1) The landlord must not require the payment of more than one rental payment period's rent under a tenancy agreement before the end of the first rental payment period of the tenancy.

Maximum penalty: 20 penalty units.

- (2) If rent has been paid under a tenancy agreement, the landlord must not require from the tenant a further payment of rent until the end of the last rental period for which rent has been paid.

Maximum penalty: 20 penalty units.

- (3) A landlord must not require another person to give a post-dated cheque or other post-dated negotiable instrument in payment of rent under a tenancy agreement.

Maximum penalty: 20 penalty units.

40 How rent accrues

The rent payable under a tenancy agreement accrues from day to day.

41 Increases in rent

- (1) A landlord may increase the rent payable under a tenancy agreement only if:

- (a) the right to increase the rent; and
- (b) the amount of the increase in rent or the method of calculation of the increase in rent,

is specified in the agreement.

- (2) A proposal to increase the rent payable under a tenancy agreement is of no effect unless at least 30 days written notice is given to the tenant of:

- (a) the amount of the increase; and
- (b) the date from which the increase is to take effect.

- (3) The date fixed for an increase in rent in relation to a tenancy must not be earlier than 6 months after:

- (a) the day on which the tenancy agreement commences; or
- (b) if there has been a previous increase of rent under this section in relation to one or more of the same tenants and the same premises – the last increase.

- (4) If the rent payable under a tenancy agreement is increased under this section, the terms of the agreement are varied accordingly.

- (5) Subsections (2), (3) and (4) do not apply in relation to:
- (a) a provision of a tenancy agreement in relation to a tenancy under which the rent payable changes automatically at stated intervals on a basis set out in the agreement or by a determination under the *Housing Act 1982* by the minister administering that Act; or
 - (b) an increase in the amount of rent payable by a tenant because of the cancellation or adjustment of a rent rebate.

42 Tribunal may declare rent excessive

- (1) The Tribunal may, on the application of the tenant, declare that the rent payable under a tenancy agreement is excessive.
- (2) The Tribunal must not make a declaration under subsection (1) unless it:
- (a) has given 14 days notice to the landlord of the application; and
 - (b) has invited the landlord to make submissions to the Tribunal in relation to the application before the date specified in the notice; and
 - (c) has considered any submissions made by the landlord.
- (3) The Tribunal may only make a declaration under subsection (1) if the rent paid in respect of the tenancy agreement is, in the opinion of the Tribunal, excessive:
- (a) having regard to the general level of rents for comparable premises in the same or similar localities and the cost of any services provided in connection with the tenancy agreement by the landlord or the tenant; or
 - (b) because the level of services provided under the agreement has, in the opinion of the Tribunal, been reduced to a significant extent, having regard to the cost of any services provided in connection with the tenancy agreement by the landlord or the tenant.
- (4) If the Tribunal makes a declaration under subsection (1), it may by order:
- (a) specify the rent payable for the premises and vary the agreement by reducing the rent payable under the agreement accordingly; and

- (b) specify a date (which is not to be before the date of the application) from which the variation takes effect; and
 - (c) specify the period of not more than 12 months that the order is to remain in force.
- (5) The Tribunal may, on the application of the landlord, vary or revoke an order under this section as the Tribunal thinks fit.

42A Tribunal may request Commissioner to pay for valuation of premises

- (1) This section applies if a tenant has made, or the Tribunal is satisfied the tenant wishes to make, an application as mentioned in section 42(1).
- (2) If the Tribunal considers it appropriate to do so, the Tribunal may request the Commissioner to pay or undertake to pay for a valuation about premises in relation to the tenant's application or proposed application.
- (3) In considering whether it is appropriate to pay or undertake to pay for a valuation but without limiting the Tribunal's discretion, the Tribunal may have regard to either or both of the following:
- (a) whether it would cause economic hardship to the applicant or his or her family if the applicant were to pay for the valuation;
 - (b) whether the Commissioner has previously paid or undertaken to pay for a valuation under this section involving the applicant.
- (4) If the Commissioner makes a payment under subsection (2), the amount is payable from the Tenancy Trust Account.
- (5) For section 16, the payment is part of meeting the costs of administering and enforcing this Act.

43 Repayment of rent paid in advance

- (1) If rent is paid in advance and the tenancy is terminated before the end of the period for which rent has been paid, the landlord must, as soon as reasonably possible, refund to the tenant the appropriate proportion of the amount paid as rent in advance.

Maximum penalty: 20 penalty units.

- (2) Subsection (1) does not apply in relation to rent, or a part of rent, paid in advance that may be applied towards other liabilities of the tenant to the landlord in accordance with this Act.

- (3) The Tribunal may, on the application of the tenant, order the landlord to refund to the tenant the proportion of the amount paid as rent in advance (not being money for which the tenant is liable under this Act to pay to the landlord as rent or otherwise) that the Tribunal thinks fit.

44 Accelerated rent and liquidated damages prohibited

- (1) A landlord must not enter into, or offer to enter into, a tenancy agreement a term of which is to the effect that, on breach by the tenant of a term of the agreement (including a term as to rent), the tenant is liable to pay:
- (a) all or any part of the rent remaining payable under the agreement; or
 - (b) rent of an increased amount; or
 - (c) an amount by way of penalty that is not reasonably proportional to the actual loss that is suffered as a consequence of the breach; or
 - (d) an amount by way of liquidated damages that is not reasonably proportional to the actual loss that may be suffered as a consequence of the breach.

Maximum penalty: 20 penalty units.

- (2) A provision of a kind referred to in subsection (1) is void.
- (3) This section does not apply in relation to an increase in the amount of rent payable by a tenant because of the cancellation or adjustment of a rent rebate.

45 Tribunal may determine if penalty or liquidated damages

- (1) The Tribunal may, on the application of a landlord or a tenant, determine whether:
- (a) a method of calculating rent (whether or not specified in the tenancy agreement) is intended to enable genuine reductions in rent rather than to function as a penalty provision; or
 - (b) an amount by way of penalty or liquidated damages specified in the tenancy agreement is reasonably proportional to the actual loss that may be suffered as a consequence of the breach.

- (2) If the Tribunal makes a determination under subsection (1) that:
- (a) a method of calculating rent (whether or not specified in the tenancy agreement) is intended to enable genuine reductions in rent rather than to function as a penalty provision; or
 - (b) an amount by way of penalty or liquidated damages specified in the tenancy agreement is reasonably proportional to the actual loss that may be suffered as a consequence of the breach,

the term to which the determination relates is not a provision to which section 44(1) relates.

- (3) The Tribunal must notify the landlord and the tenant of a determination under subsection (1).

46 Reductions in rent by agreement

- (1) The rent payable under a tenancy agreement may be reduced:
- (a) under a provision of a tenancy agreement under which the rent payable changes automatically at stated intervals on a basis set out in the agreement; or
 - (b) by mutual agreement between the tenant and the landlord.
- (2) A reduction of rent may be made on a temporary basis so that, at the end of a specified period, the rent reverts to the level that the rent would have been before the temporary reduction.
- (3) If the rent payable under a tenancy agreement is reduced by mutual agreement between the tenant and the landlord, the terms of the agreement are varied accordingly.

Part 7 Repairs and maintenance

Division 1 Landlord's responsibilities

47 Premises not to be let unless habitable and safe

A landlord must not enter into, or offer to enter into, a tenancy agreement unless the premises and ancillary property to which the agreement relates or would relate:

- (a) are habitable; and

- (b) meet all health and safety requirements specified under an Act that apply to residential premises or ancillary property.

Maximum penalty: 100 penalty units.

48 Premises to be clean and suitable for habitation

- (1) It is a term of a tenancy agreement that the landlord must ensure that the premises and ancillary property to which the agreement relates:
 - (a) are habitable;
 - (b) meet all health and safety requirements specified under an Act that apply to residential premises or the ancillary property; and
 - (c) are reasonably clean when the tenant enters into occupation of the premises.
- (2) It is not a breach of the term specified in subsection (1) if the failure to comply with the term is caused by:
 - (a) an act or omission of the tenant; or
 - (b) the tenant's failure to notify the landlord of repairs required to the premises.

49 Premises to be secure

- (1) It is a term of a tenancy agreement that the landlord will take reasonable steps to provide and maintain the locks and other security devices that are necessary to ensure the premises and ancillary property are reasonably secure.
- (2) It is a term of a tenancy agreement that the landlord will not:
 - (a) alter or remove a lock or security device on the premises or ancillary property; or
 - (b) add a lock or security device to the premises or ancillary property,without the consent of the tenant.
- (3) It is a term of a tenancy agreement that, if the landlord:
 - (a) alters a lock or security device on the premises or ancillary property; or
 - (b) adds a lock or security device to the premises or ancillary property,

without the consent of the tenant, the landlord will provide to the tenant a key to the lock or security device as soon as practicable after the alteration or the addition, unless the tenant consents to the landlord doing otherwise.

50 Landlord must not change locks

(1) A landlord must not, without reasonable excuse:

- (a) alter or remove a lock or security device on the premises or ancillary property; or
- (b) add a lock or security device to the premises or ancillary property,

without the consent of the tenant.

Maximum penalty: 100 penalty units.

(2) A landlord who has altered or added a lock or security device on premises or ancillary property must immediately after the alteration or addition provide to a tenant a key to the lock or security device.

Maximum penalty: 100 penalty units.

Division 2 Tenant's responsibilities

51 Cleanliness and damage

(1) It is a term of a tenancy agreement that a tenant:

- (a) will not maintain the premises and ancillary property in an unreasonably dirty condition, allowing for reasonable wear and tear;
- (b) must notify the landlord of any damage or apparent potential damage to the premises or ancillary property, other than damage of a negligible kind;
- (c) must not intentionally or negligently cause or permit damage to the premises or ancillary property;
- (d) if the premises are a unit within the meaning of the *Unit Titles Act 1975* or *Unit Title Schemes Act 2009* – must not intentionally or negligently cause or permit damage to the common property within the meaning of that Act;

- (e) if the premises are a building lot within the meaning of the *Unit Titles Act 1975* – must not intentionally or negligently cause or permit damage to the common property within the meaning of that Act; and
 - (f) if the premises are a lot within the meaning of Part IVB of the *Unit Titles Act 1975* – must not intentionally or negligently cause or permit damage to the common property within the meaning of that Act.
- (2) It is a term of a tenancy agreement that at the end of the tenancy the tenant must give the premises and ancillary property back to the landlord:
- (a) in reasonable state of repair; and
 - (b) in a reasonably clean condition,
- allowing for reasonable wear and tear.
- (3) A tenant is not in breach of the term of the agreement specified in subsection (1) or (2) if:
- (a) the breach is caused by the landlord's failure to repair or maintain the premises or ancillary property; and
 - (b) the landlord had notice that the repairs or maintenance were required.
- (4) In deciding whether premises or ancillary property are in reasonable condition or in a reasonably clean condition, a landlord or the Tribunal must take into account:
- (a) the condition of the premises or ancillary property when the tenant took possession of them as determined by a condition report, if any, accepted under Part 5 by the landlord and the tenant;
 - (b) if the tenancy agreement has terminated or the tenant has, in the opinion of the landlord, apparently abandoned the premises – the condition of the premises or ancillary property as determined by a condition report, if any, accepted under Part 12 by the landlord and the tenant; and
 - (c) the effect of reasonable wear and tear during the tenancy.

- (5) If a condition report was not accepted by the landlord and the tenant in relation to the premises or ancillary property under Part 5:
- (a) the tenant is to be taken to have complied with the term of the agreement specified in subsection (1); and
 - (b) if the tenancy agreement has terminated or the tenant has, in the opinion of the landlord, apparently abandoned the premises – the premises or ancillary property are to be taken to have been at the time when the tenant took possession of the premises under the tenancy agreement, in the condition they are at the end of the tenancy agreement.

52 Tenant's responsibility for security

- (1) It is a term of a tenancy agreement that the tenant will not, without reasonable excuse:
- (a) alter or remove a lock or security device on the premises or ancillary property; or
 - (b) add a lock or security device to the premises or ancillary property,
- without the consent of the landlord.
- (2) It is a term of a tenancy agreement that, if the tenant:
- (a) alters a lock or security device on the premises or ancillary property; or
 - (b) adds a lock or security device to the premises or ancillary property,

without the consent of the landlord, the tenant will provide to the landlord a key to the lock or security device as soon as practicable after making the alteration or addition, unless the landlord consents to the tenant doing otherwise.

53 Tenant must not alter locks

- (1) A tenant must not, without reasonable excuse:
- (a) alter or remove a lock or security device on the premises or ancillary property; or
 - (b) add a lock or security device to the premises or ancillary property,

without the consent of the landlord.

Maximum penalty: 100 penalty units.

- (2) A tenant who has altered or added a lock or security device on premises or ancillary property must, within 2 business days after the alteration or addition, provide to the landlord a key to the lock or security device.

Maximum penalty: 20 penalty units.

54 No illegal conduct or nuisance on premises etc.

It is a term of a tenancy agreement that a tenant must not:

- (a) use the premises or ancillary property, or cause the premises or ancillary property to be used, for an illegal purpose; or
- (b) cause or permit a nuisance on the premises, ancillary property or on land adjacent to or opposite the premises; or
- (c) cause or permit ongoing or repeated interference with the reasonable peace or privacy of another person in the other person's use of premises or land in the immediate vicinity of the premises to which the agreement relates.

55 Alteration of premises or ancillary property

- (1) It is a term of a tenancy agreement that the tenant must not, without the landlord's written consent or otherwise than in accordance with this Act, make an alteration or addition to the premises or ancillary property.
- (2) A tenant may remove a fixture affixed to the premises by a tenant unless its removal would cause damage to the premises or ancillary property.
- (3) It is a term of a tenancy agreement that if the tenant causes damage to the premises or ancillary property by removing or installing a fixture, the tenant must:
 - (a) notify the landlord; and
 - (b) at the option of the landlord, have the damage repaired or compensate the landlord for the reasonable cost of repairing the damage.

56 Tenant to notify if premises to be vacant for more than 30 days

It is a term of a tenancy agreement that the tenant is to notify the landlord before premises to which the agreement relates are left unoccupied for more than 30 days.

Division 3 Repairs

57 Landlord's obligation to repair

- (1) Subject to this Part, it is a term of a tenancy agreement that the landlord:
 - (a) must ensure that the premises and ancillary property are in a reasonable state of repair when a tenant enters into occupation of the premises; and
 - (b) must maintain the premises and ancillary property in a reasonable state of repair, having regard to their age, character and prospective life.
- (2) A landlord is not in breach of the term specified under subsection (1) unless he or she:
 - (a) has notice of the defect requiring repair; and
 - (b) fails to act with reasonable diligence to have the defect repaired.
- (3) A landlord is not in breach of the term specified under subsection (1) if:
 - (a) the repairs were known to the tenant to be required at the time of entering into the residential premises agreement;
 - (b) the repairs are not emergency repairs within the meaning of section 63;
 - (c) the tenant has, in writing, waived the right to have the particular repairs made; and
 - (d) the premises are habitable and meet all health and safety requirements specified under any Act.
- (4) For the purposes of this section, ***ancillary property*** includes gardening or watering equipment or other chattels provided in relation to a garden but does not include vegetation, other than a tree that poses a risk to a person's safety.

58 Tenant to notify landlord if repairs required

- (1) It is a term of a tenancy agreement that if premises or ancillary property require repair or maintenance, other than repair or maintenance of a negligible kind, a tenant is, as soon as reasonably practicable after becoming aware of the need for the repairs or maintenance, to notify the landlord orally or in writing of the requirement.
- (2) Subsection (1) does not apply in relation to repairs if the tenant has waived the right to have the repairs made under section 57(3).
- (3) If the landlord requests the tenant to put the notice in writing, the tenant is not to be taken to have given notice under subsection (1) unless it is given to the landlord in writing.
- (4) For the purposes of this section, **ancillary property** includes gardening or watering equipment or other chattels provided in relation to a garden but, unless the tenancy agreement specifies otherwise, does not include vegetation, other than a tree that poses a risk to a person's safety.

59 Maximum amount tenant may claim from landlord for repairs

- (1) A tenant is not entitled to receive, or to request the landlord to pay to a repairer (and the landlord is not required to pay), an amount under section 61 greater than the amount payable under the tenancy agreement for 2 weeks rent.
- (2) For the purposes of subsection (1):
 - (a) if the rent fluctuates during a tenancy agreement – the amount payable under the agreement for 2 weeks rent is to be taken to be the lowest rent payable for a 2 week period under the agreement; or
 - (b) if the rent increases under section 41 – the amount payable under the agreement for 2 weeks rent is to be taken to be the increased rent payable for a 2 week period under the agreement.

60 When tenant may make repairs

A tenant may have premises or ancillary property repaired if:

- (a) the premises are uninhabitable, the premises and ancillary property are unsafe or if the repairs are not made there is a reasonable possibility:
 - (i) of damage occurring to the premises or ancillary property or to property of the tenant; or
 - (ii) that the premises or ancillary property are likely to become unsafe, uninhabitable or insecure; and
- (b) the premises or ancillary property are in a state of disrepair that does not arise from contravention of the tenancy agreement by the tenant; and
- (c) the tenant has under section 58 notified the landlord in writing of the requirement for the repairs to be made; and
- (d) either the repairs have not been made within 7 business days after receipt of a notice under section 58 or:
 - (i) the landlord has not, within 7 business days after receipt of a notice under section 58, made arrangements for the repairs to be made and notified the tenant accordingly; and
 - (ii) the repairs have not been made within 21 days after the date of the notice.

61 When and how tenant may claim money for repairs

- (1) A tenant may recover from the landlord the cost of having repairs made under section 60 only if:
 - (a) the tenant has notified the landlord of the cost of the repairs; and
 - (b) the tenant has complied with section 62; and
 - (c) the tenant has given to the landlord appropriate documents proving the costs incurred.
- (2) A tenant may request the landlord:
 - (a) to pay the costs directly to the repairer; or

- (b) if the tenant has paid the cost of repair – to pay the amount to the tenant or to deduct the amount from rent payable by the tenant.
- (3) Costs payable by a landlord under this section are to be paid:
- (a) in accordance with the tenant's request under subsection (2); or
 - (b) in the manner agreed between the landlord and the tenant; or
 - (c) as determined by the Tribunal under subsection (4) on the application of the tenant.
- (4) Subject to this Division, the Tribunal may, on the application of a landlord or tenant, order either party to pay for the cost of permitted repairs incurred or purporting to be incurred under this Division.

62 Tenant to use nominated repairers

- (1) A landlord may, in a tenancy agreement or by notice in writing to the tenant, nominate a person (including the landlord) to be a nominated repairer for a type of repairs.
- (2) If a tenant is permitted under section 60 to have repairs made (in this section referred to as the **permitted repairs**) and the landlord has specified a nominated repairer who may make repairs of that type, the tenant must take all reasonable steps to engage that repairer to make the permitted repairs.
- (3) If the landlord has nominated a person under subsection (1), a tenant may have permitted repairs made by a person other than the nominated repairer only if:
 - (a) the tenant cannot, despite reasonable attempts to do so, engage the nominated repairer to make the permitted repairs within a reasonable time; and
 - (b) the tenant has obtained quotations for cost from 2 repairers who are appropriately qualified to make the repairs; and
 - (c) the tenant has chosen the repairer offering the lowest quotation, unless the repairer offering the lowest quotation would not be able to make the permitted repairs within a reasonable time.

63 Emergency repairs may be ordered by Tribunal

- (1) The Tribunal may, on the application of a tenant, order the landlord to ensure that specified repairs are made in a specified period to premises or ancillary property if:
- (a) the repairs required are emergency repairs; and
 - (b) the premises or ancillary property are in a state of disrepair that does not arise from contravention of the tenancy agreement by the tenant; and
 - (c) the tenant has, under section 58, notified the landlord in writing of the requirement for the repairs to be made; and
 - (d) either the repairs have not been made within 5 business days after receipt of a notice under section 58 or:
 - (i) the landlord has not, within 5 business days after receipt of a notice under section 58, made arrangements for the repairs to be made and notified the tenant accordingly; and
 - (ii) the repairs have not been made within 14 days after the date of the notice.
- (2) For the purposes of this section, **emergency repairs** means work needed to repair:
- (a) a water service that provides water to the premises that has burst; or
 - (b) a blocked or broken lavatory system on the premises; or
 - (c) a serious roof leak; or
 - (d) a gas leak; or
 - (e) a dangerous electrical fault; or
 - (f) flooding or serious flood damage; or
 - (g) serious storm, fire or impact damage; or
 - (h) a failure or breakdown of the gas, electricity or water supply to the premises; or
 - (j) a failure or breakdown of an essential service or appliance on premises for water or cooking; or
 - (k) a fault or damage that makes premises unsafe or insecure; or

- (m) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of premises; or
- (n) a serious fault in a staircase or lift or other area of premises that unduly inconveniences a resident in gaining access to or using the premises.

Part 8 Tenant's right to enjoy property without disturbance

64 Vacant possession etc.

- (1) It is a term of a tenancy agreement that a tenant is entitled to vacant possession of the premises on and from the day the tenancy begins.
- (2) Subsection (1) does not apply in relation to a part of the premises in respect of which a right to exclusive possession is not given by the agreement.
- (3) It is a term of a tenancy agreement that there is no legal impediment to the tenant's occupation of the premises as a place of residence for the period of the tenancy that the landlord knew of, or ought to have known of, when entering the agreement.

65 Tenant to be able to use and enjoy property

It is a term of a tenancy agreement that:

- (a) a tenant is entitled to quiet enjoyment of the premises without interruption by the landlord or a person claiming under the landlord or with superior title to the landlord's title; and
- (b) the landlord will not cause an interference with the reasonable peace or privacy of a tenant in the tenant's use of the premises.

65A Keeping pets

- (1) It is a term of a tenancy agreement that a tenant may only keep a pet on the premises in accordance with this section.

Note for subsection (1)

The Disability Discrimination Act 1992 (Cth) provides for rights in relation to assistance animals.

- (2) Any tenant who wishes to keep a pet on the premises must first give the landlord written notice describing the proposed pet.

- (3) The landlord has 14 days after receiving the notice under subsection (2) to object to the tenant keeping the pet by:
 - (a) giving the tenant written notice of the objection and the reason for the objection; and
 - (b) making an application to the Tribunal under section 65B.
- (4) A tenant must not keep a pet on the premises before the expiry of the 14-day period referred to in subsection (3).
- (5) If the landlord does not apply to the Tribunal under section 65B within the 14-day period referred to in subsection (3), the tenant may keep the proposed pet on the premises.
- (6) If the landlord applies to the Tribunal under section 65B within the 14-day period referred to in subsection (3), the tenant must not keep the pet on the premises unless the Tribunal orders that the landlord's objection to the keeping of the pet is unreasonable and that the tenant may keep the pet on the premises.
- (7) A tenant may give a notice under subsection (2) in respect of more than one pet.

Example for subsection (7)

A notice might relate to an aquarium with multiple species of tropical fish.

- (8) The tenant's right to keep a pet on the premises under this section is subject to any prohibition on animals or birds applicable to the premises under:
 - (a) Part V, Division 6, of the *Unit Titles Act 1975*; and
 - (b) Part 3.5, Division 2, of the *Unit Title Schemes Act 2009*.

65B Applications to Tribunal

- (1) A landlord who objects to a tenant keeping a pet on the premises under section 65A must apply to the Tribunal for an order that the landlord's objection is reasonable and that the tenant must not keep the pet on the premises.
- (2) In determining an application under this section, the Tribunal must consider the reasonableness of the tenant keeping the pet on the premises and may have regard to the following matters:
 - (a) the type of pet the tenant proposes to keep on the premises;
 - (b) the character and nature of the premises;

- (c) the character and nature of the appliances, fixtures and fittings on the premises;
- (d) whether keeping the pet on premises is permitted, restricted or prohibited under any other law or by-law;
- (e) any prescribed matters;
- (f) any other matter the Tribunal considers relevant.

Example for subsection (2)(d)

The local council might have a by-law governing the keeping of pets in the area where the tenant lives.

- (3) After considering the matters specified in subsection (2), the Tribunal may make:
 - (a) an order that the landlord's objection is reasonable and that the tenant must not keep the pet on the premises; or
 - (b) an order that the landlord's objection is not reasonable and that the tenant may keep the pet on the premises.
- (4) On making an order under subsection (3), the Tribunal may provide for conditions and any other ancillary matter relating to the keeping of a pet on the premises it considers appropriate.

66 Landlord not to interfere with tenant's enjoyment of premises

- (1) A landlord must not cause interference with the reasonable peace or privacy of a tenant in the tenant's use of the premises, except in accordance with this Act.

Maximum penalty: 100 penalty units.

- (2) A landlord must not force, or attempt to force, a tenant to vacate the premises:
 - (a) except in accordance with this Act; or
 - (b) in circumstances that amount to harassment of a tenant.

Maximum penalty: 100 penalty units.

67 Tenant's right of association

- (1) A landlord must not:
 - (a) refuse to renew a tenancy agreement in relation to premises (whether or not the right to renew was a condition of the agreement); or

- (b) purport to exercise a power or right to terminate a tenancy agreement in relation to premises,

for the reason that the tenant has joined or is or was a member of a body or association:

- (c) of tenants, the objects of which include the advancement or preservation of their mutual interests, whether or not exclusively in relation to the premises to which the agreement relates; or
- (d) that provides services to tenants, the objects of which include the advancement or preservation of tenants' interests.

Maximum penalty: 100 penalty units.

- (2) A landlord must not threaten or otherwise indicate that he or she will refuse to renew a tenancy agreement if the tenant joins or becomes a member of, or makes use of the services of, a body or association of a kind referred to in subsection (1).

Maximum penalty: 100 penalty units.

- (3) A term of a tenancy agreement in relation to premises which is to the effect that the agreement is or may be terminated or that the tenant will suffer any other detriment under the agreement if:
- (a) the tenant joins or becomes a member of a body or association of a kind referred to in subsection (1); or
- (b) the tenant makes use of the services of such a body or association,

is void, whether that tenancy agreement was entered into before or after the commencement of this section.

Part 9 Landlord's right to enter premises during tenancy

68 Entry only permitted in accordance with Act

- (1) It is a term of a tenancy agreement that the landlord may only enter the premises or ancillary property in accordance with this Act.
- (2) This Part does not apply to a part of the premises or ancillary property that a tenant uses in common with the landlord or a tenant, under another tenancy agreement, of the landlord.

69 Collection of rent

- (1) A landlord or a person authorised by an agent of the landlord may enter the premises or ancillary property for the purpose of collecting the rent.
- (2) Subsection (1) only applies if the entry is made:
 - (a) between 7 am and 9 pm at a time previously arranged with the tenant not less than 7 days before the entry is made; and
 - (b) not earlier than 7 days after the last time entry was made under this section.
- (3) Despite subsection (2), if a tenant is in arrears with rent, the landlord or a person authorised by an agent of the landlord may enter the premises or ancillary property for the purpose of collecting the rent if the entry is made not earlier than 7 days after the last time entry was made under this section.
- (4) If:
 - (a) a tenant is in arrears with an instalment of rent; and
 - (b) the landlord has not been able to contact the tenant for the purpose of arranging a time for entry for the purpose of collecting the instalment and has made a reasonable number of attempts to do so; and
 - (c) the landlord has engaged a commercial agent within the meaning of the *Commercial and Private Agents Licensing Act 1979* who holds a licence under that Act permitting the collecting of debts, or requesting the payment of debts, on behalf of another person, to collect the instalment,

subsection (2) does not apply in relation to an entry by the commercial agent for the purpose of collecting the instalment.

70 Inspection of premises

- (1) The landlord may enter the premises or ancillary property for the purpose of inspecting the premises or ancillary property.
- (2) Subsection (1) only applies if the entry is made:
 - (a) between 7 am and 9 pm at a time previously arranged with the tenant not less than 7 days before the entry is made; and

- (b) after:
 - (i) 3 months after the last entry was made to the premises for the purposes of this paragraph; or
 - (ii) if a longer period is specified in the agreement as the interval during which an entry for the purpose of inspecting the premises or ancillary property is not to be made – that longer period.

71 Repairs and maintenance

- (1) The landlord or a person authorised by an agent of the landlord may enter the premises or ancillary property for the purpose of:
 - (a) carrying out necessary repairs or maintenance, but only if the landlord has been notified by the tenant that the repairs or maintenance are necessary or the repairs or maintenance have been observed by the landlord or his or her agent, including during an inspection under section 70; or
 - (b) determining if necessary repairs and maintenance (including repairs and maintenance required by the landlord to be performed by a tenant) have been satisfactorily performed or completed.
- (2) Subsection (1) only applies if the entry is made:
 - (a) between 7 am and 9 pm; and
 - (b) at a time of which the tenant has been given not less than 24 hours written or oral notice.

72 Emergency or significant damage caused or threatened

The landlord may enter the premises or ancillary property without notice:

- (a) in an emergency; or
- (b) if the landlord has reasonable grounds to suspect that significant damage has been, is being, or is about to be, caused to the premises or to ancillary property.

73 Preparation of condition report

The landlord may enter the premises or ancillary property in order to prepare a condition report in accordance with section 25 or 110 if the entry is made:

- (a) between 7 am and 9 pm; and
- (b) at a time of which the tenant has not less than 24 hours written or oral notice.

74 Inspection by prospective tenants or purchasers

(1) The landlord may enter the premises or ancillary property for the purpose of showing the premises or ancillary property to prospective tenants if the entry is made:

- (a) between 7 am and 9 pm; and
- (b) during the 28 days before the termination of the agreement; and
- (c) at a time of which a tenant has been given not less than 24 hours written or oral notice.

(2) The landlord may enter the premises or ancillary property for the purpose of showing the premises or ancillary property to prospective purchasers if the entry is made:

- (a) between 7 am and 9 pm; and
- (b) at a time of which the tenant has been given not less than 24 hours written or oral notice.

(3) The landlord may enter the premises or ancillary property for the purposes specified in subsection (1) or (2) on no more than a reasonable number of occasions.

75 Entry with consent

The landlord may, with the consent of a tenant given at or immediately before the time of entry, enter the premises or ancillary property between 7 am and 9 pm.

76 Tenant to be present at entry

(1) An entry into or inspection of premises or ancillary property under this Part must be carried out in the presence of the tenant.

- (2) Subsection (1) does not apply if:
- (a) the tenant has refused, other than on reasonable grounds, to be present at the time specified for the inspection; or
 - (b) the tenant has, in writing, waived the right to appear or to be represented at the inspection; or
 - (c) the tenant is not at the premises at the time specified for inspection; or
 - (d) the entry is made for the purposes of section 72.

77 Tenant not to impede entry

If a landlord or a person authorised by an agent of the landlord enters premises or ancillary property in accordance with this Act, the tenant must not unreasonably impede the landlord or person in carrying out the purpose for which entry lawfully occurred.

77A Tribunal may order tenant to let landlord enter premises

- (1) If a tenant unreasonably impedes, or fails to permit, the lawful entry of the landlord or a person authorised by an agent of the landlord to the premises or ancillary property, the Tribunal may, on the application of the landlord, make an order permitting the landlord to enter the premises or ancillary property.
- (2) An order under subsection (1) may:
 - (a) authorise reasonable means to enter the premises or ancillary property; and
 - (b) impose conditions or limits on the means that may be used.
- (3) A landlord entering the premises or ancillary property under the order must not use any means that makes physical contact with the tenant or with any other person on the premises or ancillary property.
- (4) The landlord must replace, or pay compensation for, any property damaged by the entry of the landlord under the order, except for property used to prevent the landlord from entering the premises or ancillary property.
- (5) Subject to subsections (3) and (4) and section 49(1) and (3), the landlord is not liable criminally or civilly for an act or omission done in good faith in entering the premises, or ancillary property, in accordance with the order.

Part 10 Change of landlord or tenant

78 Assignment or sublease of premises permitted with consent

- (1) Subject to this Part, it is a term of a tenancy agreement that the tenant may assign the tenant's interest in the agreement or sublet the premises to a person with the oral or written consent of the person.
- (2) It is a term of a tenancy agreement that the tenant must not assign the tenant's interest in the agreement or sublet the premises unless:
 - (a) the landlord gives his or her written consent; or
 - (b) the landlord is to be taken under section 79 to have consented to the assignment.
- (3) If the landlord consents or is to be taken to consent to an assignment or a subletting after the assignment or subletting occurs, the tenant is not to be taken to be or to have been in breach of subsection (2).

79 Consent to assignments and subletting

- (1) A tenant may apply to the landlord for consent to an assignment of the tenant's interest in the agreement or to sublet premises by providing to the landlord:
 - (a) the name of the person to whom it is proposed to assign the interest in the agreement or sublet the premises; and
 - (b) the same information in relation to the person specified under paragraph (a) that the tenant was requested to give to the landlord in relation to the tenant's application to enter into the agreement.
- (2) A landlord is to be taken to have consented to an assignment or sublease if:
 - (a) the landlord has unreasonably refused to consent to the assignment or subletting; or
 - (b) the landlord has been notified under subsection (1) but has not given notice to the tenant within the period specified under subsection (3).
- (3) The landlord may, within 28 days after the landlord first became aware of the assignment or subletting, notify the tenant who assigned the interest in the agreement or sublet the premises to another person, that the landlord does not consent to the

assignment or subletting.

- (4) The Tribunal may, on the application of the landlord or the tenant, declare that the consent of the landlord to an assignment or subletting was reasonably or unreasonably refused.

80 Security deposit if lease assigned

If a landlord consents, or is to be taken under section 79 to have consented, to the assignment by the tenant of his or her interest under a tenancy agreement to another tenant under the same agreement, the tenant must also assign to that other tenant his or her interest in the security deposit paid under the agreement.

81 Unreasonable charges not to be made for assignment etc.

- (1) A landlord must not require the tenant to pay to the landlord a charge for consenting or considering an application for consent to an assignment or subletting that is more than the landlord's reasonable expenses in relation to the assignment or subletting.

Maximum penalty: 20 penalty units.

- (2) The Tribunal may, on the application of a tenant:
- (a) declare that a charge required by a landlord for consenting or considering an application for consent to an assignment or subletting is more than the landlord's reasonable expenses in relation to the assignment or subletting; and
 - (b) order that the amount charged or part of that amount be refunded to or is not payable by the tenant.

Part 11 Termination of agreement

Division 1 When termination occurs

82 When termination occurs

- (1) A tenancy is only terminated:
- (a) if the landlord or tenant terminates the tenancy under this Act; or
 - (b) if the Tribunal terminates the tenancy under this Act; or
 - (c) if the premises are abandoned before the end of the agreement – on and from the date on which rent was due and payable in relation to the premises or the date specified in a

declaration under section 108 as the date on which the premises were abandoned, whichever is sooner; or

- (d) if a person with superior title to the landlord's title becomes entitled to possession of the premises under an order of the Tribunal; or
 - (e) if a sole tenant dies without leaving in occupation of the premises a spouse, de facto partner, or dependants, of whose occupation and relationship to the sole tenant the landlord has been notified before the death; or
 - (f) if a tenant gives up possession of the premises with the landlord's consent; or
 - (g) if the interests of all tenants merge with another estate or interest in the premises.
- (2) Despite subsection (1)(e), if the sole tenant in relation to a tenancy that is a tenancy within the meaning of the *Housing Act 1982* dies, the tenancy is terminated whether or not a spouse, de facto partner or dependant of the sole tenant is left in occupation of the premises.

83 Fixed term tenancy becomes periodic if not terminated

A fixed tenancy agreement continues to apply to the premises on the same terms on which it applied immediately before the day the term ends, but as a periodic tenancy, if:

- (a) the tenancy agreement does not provide for the continuance of the tenancy after the day the term ends; and
- (b) a notice of intention to terminate has not been given under this Act in relation to the premises; and
- (c) the tenant remains in occupation of the premises after the day the term ends.

84 Tribunal may declare purported termination to be of no effect

The Tribunal may, on the application of the tenant or the landlord, declare that a purported termination of a tenancy under this Part is of no effect.

85 Termination of periodic tenancy effective despite inadequate notice

A notice terminating a periodic tenancy under this Act has effect even though:

- (a) the period of notice is less than would, apart from this Act, have been required by law; or
- (b) the date, stated in the notice, on which the tenancy is to end is not the last day of a period of the tenancy.

Division 2 Termination by landlord

86 If premises flooded, unsafe or uninhabitable

A landlord may terminate a tenancy by 2 days notice in writing to the tenant in accordance with section 101 if:

- (a) access to the premises to which the tenancy relates has not been available for more than 3 days because of flooding; or
- (b) continued occupation of the premises by the tenant is a threat to the health or safety of the tenant or members of the public or a threat to the safety of the landlord's property; or
- (c) the premises have become uninhabitable.

88A Where drug premises order made

- (1) A landlord of drug premises as defined in section 11A of the *Misuse of Drugs Act 1990* may terminate a tenancy in respect of the premises by 14 days notice to the tenant in accordance with section 101 of this Act.
- (2) Subsection (1) applies to an agreement to permit a person to reside on residential premises in relation to which a drug premises order is in force, although the agreement is not a tenancy agreement within the meaning of this Act, as if:
 - (a) each resident of the premises is a tenant within the meaning of this Act; and
 - (b) the landlord is a landlord within the meaning of this Act; and
 - (c) the agreement under which the person is resident in the premises is a tenancy agreement under this Act.

- (3) Divisions 5, 6 and 7 of Part 11 and sections 154 and 155 apply in relation to a notice issued under subsection (1) in respect of premises to which an agreement referred to in subsection (2) relates.
- (4) An agreement referred to in subsection (2) includes a lease in relation to which the *Tenancy Act 1979* continues to apply by virtue of section 160(2).

89 Periodic tenancy, other than for breach

A landlord may terminate a periodic tenancy without specifying a ground for the termination by 42 days notice to the tenant in accordance with section 101.

90 Fixed term tenancy

A landlord may terminate a fixed term tenancy that is due under the tenancy agreement to terminate on a particular day by giving the tenant a notice of intention to terminate at least 14 days before that particular day.

91 Employment-related tenancy

- (1) A landlord may, by giving the tenant a notice of intention to terminate, terminate the tenancy on and from the time and date specified in the notice if:
 - (a) the tenant has entered into a tenancy agreement as a condition or benefit associated with employment; and
 - (b) the employer has terminated or purported to terminate the employment of the tenant; and
 - (c) the employer has notified the tenant of the termination of the tenant's employment.
- (2) The time and date specified in the notice for the purposes of subsection (1) is not to be sooner than:
 - (a) if the employment of the tenant was terminated for breach of an employment agreement – 2 days after the notice is given; or
 - (b) in any other case – 14 days after the notice is given or, if a period for notice of termination of the employment agreement is specified in the employee's conditions of employment, the end of that period.

- (3) This section has effect subject to the *Workplace Relations Act 1996* of the Commonwealth.

Division 3 Termination by tenant

92 If premises flooded, unsafe or uninhabitable

A tenant may terminate a tenancy by 2 days notice in writing to the landlord in accordance with section 101 if:

- (a) access to the premises to which the tenancy relates has not been available for more than 3 days because of flooding; or
- (b) continued occupation of the premises by the tenant is a threat to the health or safety of the tenant or members of the public or a threat to the safety of the landlord's property; or
- (c) the premises have become uninhabitable.

94 Periodic tenancy, other than for breach

A tenant may terminate a periodic tenancy without specifying a ground for the termination by 14 days notice to the landlord in accordance with section 101.

95 Fixed term tenancy

A tenant may terminate a fixed term tenancy that, under the tenancy agreement, is due to terminate on a particular day by giving the landlord a notice of intention to terminate at least 14 days before that particular day.

96 If public housing found

A tenant may terminate a tenancy by 14 days notice to the landlord in accordance with section 101 if:

- (a) the tenant had applied for residential accommodation under the *Housing Act 1982* before entering the tenancy agreement; and
- (b) the tenant, before signing the tenancy agreement, advised the landlord of his or her application; and
- (c) an offer of residential accommodation has been made to the tenant under the *Housing Act 1982* and has been accepted by the tenant.

Division 3A Notice to remedy breach

96A Tenant's failure to pay rent

- (1) This section applies if a tenant breaches a term of a tenancy agreement by failing to pay rent and the rent has been in arrears for not less than 14 days.
- (2) The landlord may give the tenant a notice, signed by the landlord, stating the following:
 - (a) the address of the premises to which the tenancy agreement relates;
 - (b) the tenant is in breach of the tenancy agreement by failing to pay rent in accordance with the agreement and the rent is in arrears;
 - (c) the amount of rent payable by the tenant in order to remedy the breach and any prescribed information relevant to that amount;
 - (d) the tenant is required to remedy the breach before the date specified in the notice (which must be more than 7 days after the notice is given);
 - (e) if the tenant does not remedy the breach as required, the landlord intends to apply to the Tribunal for an order for termination of the tenancy and possession of the premises.
- (3) The notice has effect even if the landlord has not previously made a formal demand for payment of the rent.
- (4) If any of the following occurs after the landlord becomes aware of the tenant's breach or has given the tenant the notice, the occurrence does not operate as a waiver of the breach or notice:
 - (a) a demand by the landlord for payment of rent;
 - (b) an application by the landlord to the Tribunal for recovery of rent;
 - (c) an acceptance by the landlord of a payment of rent.
- (5) If the tenant does not remedy the breach as required by the notice, the landlord may apply under section 100A for an order for termination of the tenancy and possession of the premises.
- (6) The landlord must make the application no later than 14 days after the date specified in the notice under subsection (2)(d).

- (7) For subsection (2)(c), the Regulations may prescribe information that must be given in the notice, including information about any of the following:
- (a) the method of calculation of rent arrears;
 - (b) the method of calculation of the amount of rent payable in order to remedy the breach;
 - (c) the date on which rent was last paid;
 - (d) the date on which rent will next be payable after the breach is remedied.

96B Other breach by tenant

- (1) This section applies if a tenant breaches a term of a tenancy agreement (other than a term relating to payment of rent) that:
- (a) is a term of the agreement by virtue of this Act; or
 - (b) is specified to be a term a breach of which permits the landlord to terminate the agreement.
- (2) The landlord may give the tenant a notice, signed by the landlord, stating the following:
- (a) the address of the premises to which the tenancy agreement relates;
 - (b) the tenant is in breach of the tenancy agreement;
 - (c) the nature of the breach;
 - (d) the tenant is required to remedy the breach, or take steps to the landlord's satisfaction to do so, before the date specified in the notice (which must be more than 7 days after the notice is given);
 - (e) if the tenant does not remedy the breach or take steps to the landlord's satisfaction to do so, as required, the landlord intends to apply to the Tribunal for an order for termination of the tenancy and possession of the premises.
- (3) If the tenant does not remedy the breach or take steps to the landlord's satisfaction to do so, as required by the notice, the landlord may apply under section 100A for an order for termination of the tenancy and possession of the premises.

- (4) The landlord must make the application no later than 14 days after the date specified in the notice under subsection (2)(d).

96C Breach by landlord

- (1) This section applies if a landlord breaches a term of a tenancy agreement that:
- (a) is a term of the agreement by virtue of this Act; or
 - (b) is specified to be a term a breach of which permits the tenant to terminate the agreement.
- (2) The tenant may give the landlord a notice, signed by the tenant, stating the following:
- (a) the address of the premises to which the tenancy agreement relates;
 - (b) the landlord is in breach of the tenancy agreement;
 - (c) the nature of the breach;
 - (d) the landlord is required to remedy the breach, or take steps to the tenant's satisfaction to do so, before the date specified in the notice (which must be more than 7 days after the notice is given);
 - (e) if the landlord does not remedy the breach or take steps to the tenant's satisfaction to do so, as required, the tenant intends to apply to the Tribunal for an order for termination of the tenancy and permitting the tenant to give up possession of the premises.
- (3) If the landlord does not remedy the breach or take steps to the tenant's satisfaction to do so, as required by the notice, the tenant may apply under section 100A for an order terminating the tenancy and permitting the tenant to give up possession of the premises.
- (4) The tenant must make the application no later than 14 days after the date specified in the notice under subsection (2)(d).

Division 4 Termination by Tribunal

97 Serious breach by tenant

- (1) The Tribunal may, on the application of a landlord, terminate a tenancy and make an order for possession of the premises on or after the date specified in the order, being a date not less than 7 days after the date of the order, if satisfied that:
 - (a) the tenant has breached the tenancy agreement; and
 - (b) the breach is sufficiently serious to justify termination of the tenancy otherwise than in accordance with Division 2 of this Part.
- (2) The Tribunal may, on the application of a landlord, terminate a tenancy and make an order for immediate possession of the premises if the tenant or a person while on the premises with the consent of the tenant, has, intentionally or recklessly, caused or permitted or is likely to cause or permit:
 - (a) serious damage to the premises; or
 - (b) personal injury to:
 - (i) the landlord; or
 - (ii) a person in the vicinity of the premises.

98 Serious breach by landlord

The Tribunal may, on the application of a tenant, terminate a tenancy and make an order for possession of the premises on or after a date specified in the order, being a date that is not less than 7 days after the date of the order, if satisfied that:

- (a) the landlord has committed a breach of the tenancy agreement; and
- (b) the breach is sufficiently serious to justify termination of the tenancy otherwise than in accordance with Division 3 of this Part.

99 Hardship

- (1) The Tribunal may, on the application of the landlord or a tenant, terminate a tenancy agreement and make an order for possession of the premises if satisfied that:
 - (a) the continuation of the tenancy would result in undue hardship to the landlord or tenant; and
 - (b) the circumstances of hardship had not arisen before the time of entering into the agreement.
- (2) If the Tribunal terminates a tenancy and makes an order for possession under this section, it is to specify in the order the date on and from which the order is to have effect.

99A Failure by tenant relating to acceptable behaviour agreement

- (1) The Tribunal may, on the application of the Chief Executive Officer (Housing), terminate a tenancy under the *Housing Act 1982* and make an order for possession of the premises if satisfied:
 - (a) the tenant has failed or refused to enter into an acceptable behaviour agreement as required by a notice given under section 28C (1) of that Act; and
 - (b) the notice requiring the tenant to enter into an acceptable behaviour agreement was given in accordance with section 28C of that Act.
- (2) The Tribunal may, on the application of the Chief Executive Officer (Housing), terminate a tenancy under the *Housing Act 1982* and make an order for possession of the premises if satisfied:
 - (a) the tenant has entered into an acceptable behaviour agreement; and
 - (b) the entry into the acceptable behaviour agreement was as a result of a notice given in accordance with section 28C of that Act; and
 - (c) the tenant has seriously or repeatedly breached the terms of the acceptable behaviour agreement.

- (3) For subsection (2)(c), if the breach relates only to the behaviour of another person occupying the premises with the consent of the tenant:
- (a) the Tribunal may have regard to actions taken by the tenant to prevent the breach by the other person, including by making an application for a declaration of restricted premises under Part VIIIA of the *Liquor Act 1978*; and
 - (b) if the Tribunal is satisfied the tenant has taken all reasonable actions to prevent the breach by the other person, the Tribunal may be satisfied there is no breach by the tenant.
- (4) An order for possession must specify the date it takes effect.

100 Conduct of tenant unacceptable

- (1) The Tribunal may, on the application of the landlord or an interested person, terminate a tenancy and make an order for possession of the premises if satisfied the tenant has:
- (a) used the premises, or caused or permitted the premises to be used, for an illegal purpose; or
 - (b) repeatedly caused a nuisance on or from the premises or repeatedly permitted a nuisance to be caused on or from the premises; or
 - (c) repeatedly caused or repeatedly permitted an interference with the reasonable peace or privacy of a person residing in the immediate vicinity of the premises.
- (2) If the application is made by an interested person, the Tribunal may make an order for possession of the premises only if the landlord has been:
- (a) served with a copy of the application; and
 - (b) given the opportunity to be heard by the Tribunal .
- (3) If the landlord objects to the Tribunal making an order for possession, the Tribunal may make the order only if satisfied exceptional circumstances justify it.
- (4) An order for possession must state the date it takes effect.

(5) In this section:

interested person, for an application under this section, is a person who has been adversely affected by the conduct described in the application.

100A Failure to remedy breach after notice given

- (1) The Tribunal may, on the application of a landlord, terminate a tenancy and make an order for possession if satisfied that the tenant:
 - (a) has been given a notice in accordance with section 96A or 96B; and
 - (b) has failed to remedy the breach as required by the notice.
- (2) The Tribunal may, on the application of a tenant, make an order terminating a tenancy and permitting the tenant to give up possession of the premises if satisfied that the landlord:
 - (a) has been given a notice in accordance with section 96C; and
 - (b) has failed to remedy the breach as required by the notice.
- (3) An order for possession has effect on the date specified in the order, which must be no later than 5 business days after the date of the order, unless the operation of the order is suspended under section 105.

Division 5 Notice of intention to terminate

101 Form of notice of intention to terminate

- (1) A notice of intention to terminate under this Act by a landlord is to be signed by the landlord and is to specify:
 - (a) the address of the premises subject to the tenancy; and
 - (b) the date on which the tenant is required to give up vacant possession of the premises to the landlord; and
 - (c) the prescribed information, if any; and
 - (d) the ground of termination, if any.

- (2) A notice of intention to terminate under this Act by a tenant is to be signed by the tenant or, if there is more than one tenant, by each of them and is to specify:
 - (a) the address of the premises subject to the tenancy; and
 - (b) the date on which the tenant is to give up vacant possession of the premises to the landlord; and
 - (c) the prescribed information, if any; and
 - (d) the ground of termination, if any.
- (3) A notice of intention to terminate that does not comply with this section is of no effect.

102 Notice may be withdrawn

A notice of intention to terminate under this Act may be withdrawn if a notice of the withdrawal is signed by the person who gave the notice and the person to whom the notice was given.

Division 6 Repossession of premises

103 Tenant to give vacant possession

If a notice of intention to terminate is given to a tenant in accordance with this Act and is not withdrawn or declared to be of no effect under section 84, the tenant ceases to be entitled to possession of the premises on the date specified in the notice as the date on which the tenancy terminates.

104 Tribunal may make order for possession

- (1) If the tenant does not give up vacant possession of the premises to the landlord in accordance with a notice of intention to terminate under section 101, the landlord may apply to the Tribunal for an order for possession of the premises.
- (2) If the Tribunal is satisfied that the tenancy is terminated, the Tribunal may make an order for possession of the premises.
- (3) The order for possession has effect on a date specified in the order, being not later than 5 business days after the date of the order, unless the operation of the order for possession is suspended under section 105.

105 Tribunal may suspend order for possession

- (1) If the Tribunal is satisfied that the landlord is entitled to an order for possession of the premises but that the making of an order for immediate possession of the premises would cause severe hardship to the tenant, the Tribunal may:
 - (a) suspend the operation of the order for up to 90 days; and
 - (b) extend the operation of the tenancy agreement until the landlord obtains vacant possession of the premises from the tenant or the tenant fails to pay rent within 7 days after the rent is due.
- (2) The Tribunal may only make an order under subsection (1):
 - (a) if the following matters are taken into account:
 - (i) whether the tenant has, during the tenancy, caused a nuisance or threatened or harassed neighbouring residents or visitors within the locality of the premises to which the tenancy relates or caused damage to their property;
 - (ii) incidents relating to the tenancy that have occurred during the period of the tenancy agreement;
 - (iii) the seriousness of the breach entitling the landlord to the order for possession;
 - (iv) whether an unacceptable risk would be posed to neighbouring residents or visitors within the locality of the premises to which the tenancy relates, or the property of the residents or visitors, if the order for possession was to be suspended; and
 - (b) if satisfied that there are no circumstances that make it likely that the tenant will be unable to pay all outstanding and future rent in relation to the premises.
- (3) In extending the operation of the tenancy agreement, the Tribunal may make modifications to the agreement that the Tribunal thinks fit, other than modifications that reduce the tenant's financial obligations under the agreement.
- (4) If a tenancy is extended under this section and the tenant fails to pay rent within 7 days after the rent is due, the landlord may give the tenant a notice of intention to terminate at least 7 days before the date specified in the notice for termination.

- (5) A tenant who receives a notice under subsection (4) must, on the date specified in the notice, give up possession of the premises to the landlord.

106 Repossession of premises

A landlord must not enter premises for the purpose of taking possession of the premises unless:

- (a) the premises are abandoned or the tenant voluntarily gives up possession of the premises; or
- (b) the landlord is authorised to take possession under an order of the Tribunal.

Maximum penalty: 100 penalty units.

107 Right to possession not lost by forfeiture of head tenancy

- (1) A person is not entitled, whether under a contract for the purchase of residential premises or a mortgage or otherwise than under this Act, to take possession of residential premises subject to a tenancy agreement so as to defeat the tenant's right to possession under the tenancy agreement, unless an order for possession of the premises is made by the Tribunal.
- (2) An order for possession of premises under subsection (1) may not be made in respect of a tenancy agreement that is for:
- (a) a period of less than 12 months; or
- (b) if a longer period is prescribed – the longer period.
- (3) If a person is entitled to possession of residential premises as against a person who granted a tenancy, the Tribunal may, on the application of an interested person, vest the landlord's interest under the tenancy agreement in the person who would, but for the agreement, be entitled to possession of the premises so that the tenant holds the premises directly from that person as landlord.
- (4) An order may be made under subsection (3) on the terms and conditions the Tribunal thinks fit.

Division 7 Abandoned premises and goods

108 Abandoned premises

- (1) If the landlord has reasonable grounds for believing that premises to which a tenancy relate have been abandoned and rent is outstanding in relation to the premises, the landlord may take possession of the premises.
- (2) The Tribunal may, on the application of the landlord:
 - (a) declare that the premises were abandoned on a date stated in the declaration; and
 - (b) make an order for immediate possession of the premises.
- (3) If a declaration is made under subsection (2), the tenant is to be taken to have abandoned the premises on the date stated in the declaration.

109 Abandoned goods

- (1) If goods are left on premises that were subject to a tenancy that is terminated under this Act, the landlord must store the goods in a safe place and manner until:
 - (a) the goods are reclaimed under subsection (5); or
 - (b) the goods are auctioned under subsection (6).

Maximum penalty: 50 penalty units.

- (2) Despite subsection (1), if the goods:
 - (a) are perishable foods or have perished; or
 - (b) are of a value less than a fair estimate of the cost of their removal, storage and sale,the landlord may remove, and destroy or dispose of, the goods.
- (3) The landlord must, within 14 days after first storing goods under subsection (1), give notice in the prescribed form of the storage of the goods to:
 - (a) if the tenant has left a forwarding address – the tenant; and

- (b) if another person has, to the knowledge of the landlord, an interest in the goods and the person's name and address are known to, or reasonably ascertainable by, the landlord – that person.

Maximum penalty: 20 penalty units.

- (4) The landlord must, within 14 days after first storing goods under subsection (1), publish in a newspaper circulating generally throughout the Territory notice, in the prescribed form, of the storage of the goods.

Maximum penalty: 20 penalty units.

- (5) A person who is entitled to possession of goods stored under this section may reclaim the goods by paying to the landlord:

- (a) the reasonable costs of their removal and storage; and
- (b) the cost of publishing the notice under subsection (4).

- (6) If the goods are not reclaimed within 30 days after the date on which the landlord took possession of the premises, the landlord must, as soon as practicable after the end of that period, cause the goods to be sold by public auction.

Maximum penalty: 20 penalty units.

- (7) On the sale of the goods by public auction, the landlord may retain out of the proceeds of sale:

- (a) the reasonable costs of removing, storing and selling the goods; and
- (b) the reasonable costs of giving notice under subsection (4); and
- (c) any amounts owed to the landlord under the tenancy agreement.

- (8) The landlord must pay the balance of the amount remaining after he or she has retained the amounts permitted to be retained under subsection (7):

- (a) to the owner of the goods; or

- (b) if the identity and address of the owner are not known to, or reasonably ascertainable by, the landlord – to the Commissioner for the credit of the Tenancy Trust Account to be held on trust for the owner.

Maximum penalty: 20 penalty units.

- (9) If goods are sold by public auction under this section, the purchaser acquires a good title to the goods that defeats:
 - (a) a tenant's interest in the goods; and
 - (b) another person's interests in the goods unless the purchaser has actual notice of the interest before purchasing the goods.
- (10) If a dispute arises between a landlord and tenant about the exercise of powers conferred by this section, the Tribunal may, on the application of either party to the dispute, make orders resolving the matters in dispute.

Part 12 Return of bond at end of tenancy

Division 1 Condition reports

110 Condition report at end of tenancy

- (1) A landlord may, within 3 business days after vacant possession is given up for premises to which a tenancy agreement relates, fill out and sign a condition report and give it to the tenant.
- (2) The landlord is to fill out the condition report under subsection (1) in the presence of the tenant or a representative of the tenant (who is not the landlord or the landlord's agent) unless it is not practical to do so or the tenant or the tenant's representative does not appear at the agreed time.
- (3) A landlord may, within 3 business days after forming the opinion that a tenant has apparently abandoned the premises to which a tenancy agreement relates, fill out and sign a condition report and give it to the tenant by posting it to the last known residential, business or postal address of the tenant.
- (4) A condition report is to:
 - (a) specify the condition of walls, floors and ceilings in each room in the premises to which the tenancy agreement relates;
 - (b) itemise, and specify the condition of, any fixture or chattel that is ancillary property; and

- (c) contain other prescribed information, if any.
- (5) A tenant or tenant's representatives may:
 - (a) accept a condition report given to him or her under subsection (1) or (3) by signing the report and returning it to the landlord; or
 - (b) if the parties are unable to agree as to the contents of the condition report – refuse to accept the condition report.
- (6) If, within 7 business days after the condition report has been given to a tenant under subsection (1) or (3), both parties have not accepted the report, the landlord or the tenant may apply to the Tribunal to prepare a condition report in respect of the premises.
- (7) The Tribunal may, on receipt of an application under subsection (6), direct the Commissioner to prepare a condition report in respect of the premises and the ancillary property to which a tenancy agreement relates.
- (8) The landlord and the tenant are, for the purposes of this Act, to be taken to have accepted a condition report prepared by the Commissioner under subsection (7).

111 Condition report conclusive of condition of premises at end of tenancy

If a condition report is accepted or is to be taken to have been accepted under this Division by the landlord and a tenant, the condition report is (insofar as it relates to the end of the tenancy) conclusive evidence of:

- (a) the condition of the premises to which the tenancy agreement relates; and
- (b) the condition of any ancillary property referred to in the condition report at the end of the tenancy,

unless the Tribunal determines otherwise in a particular case.

Division 2 Return of security deposit and interest

112 When landlord may keep security deposit

- (1) Subject to this section, a tenant is entitled to have his or her security deposit reimbursed at the end of the tenancy agreement.
- (2) The landlord must, within 7 business days after the tenant gave up vacant possession of the premises or has, in the opinion of the

landlord, apparently abandoned the premises, reimburse to the tenant the amount of the security deposit, other than an amount that the landlord is entitled to retain, or to continue to hold, under this section.

Maximum penalty: 20 penalty units.

- (3) At the end of a tenancy agreement the landlord is entitled to retain so much of the security deposit paid by the tenant as is necessary to:
- (a) make good damage (other than reasonable wear and tear) to the premises or to ancillary property that occurred during the tenancy and that was caused by a tenant or a person for whose actions a tenant is liable under section 12; or
 - (b) replace ancillary property lost or destroyed by the tenant or by a person for whose actions the tenant is liable under section 12; or
 - (c) clean the premises or ancillary property left unreasonably dirty by the tenant or by a person for whose actions the tenant is liable under section 12; or
 - (d) replace locks altered, removed or added by the tenant without the consent of the landlord; or
 - (e) pay for unpaid rent or for unpaid charges for electricity, gas or water payable by the tenant under section 118; or
 - (f) pay an amount required to be paid under section 121; or
 - (g) pay money ordered by the Tribunal to be paid by a tenant but not paid.
- (4) The landlord is not entitled to retain some or all of the amount of a security deposit for a purpose referred to in subsection (3)(a), (b) or (c) unless:
- (a) a condition report in relation to the premises was accepted by the tenant under Part 5; and
 - (b) if the tenant has given up vacant possession of the premises or has, in the opinion of the landlord, apparently abandoned the premises – a condition report has been given to the tenant under section 110.
- (5) Subject to section 113(2), the landlord is not entitled to retain, or to continue to hold under subsection (6), part or all of a security deposit unless, within 7 business days after the tenant gave up

vacant possession of the premises or has, in the opinion of the landlord, apparently abandoned the premises, the landlord has:

- (a) given written notice in the prescribed form, if any, of his or her intention to retain or continue holding so much of the security deposit as is specified in the notice for the purpose specified in the notice; and
 - (b) attached a copy of a statutory declaration in the prescribed form, if any, attesting to the truth of the claim that the retention or continued holding of the security deposit is required for the purpose specified in the notice; and
 - (c) attached a copy of a statutory declaration attesting that the receipts, invoices or other documents attached to the declaration relate to:
 - (i) the matters in respect of which part or all of the security deposit is being withheld from the tenant; or
 - (ii) the amount of unpaid rent owing under the agreement or money owing under section 121; and
 - (d) in the case of damage or unreasonably dirty premises or ancillary property – attached copies of receipts, invoices or other documents, including orders of the Tribunal, specifying the amount required to make good the damage or clean the premises or ancillary property; and
 - (e) returned to the tenant the proportion of security not claimed by the landlord or not to be held under subsection (6).
- (6) If, in the opinion of the landlord, the tenant has abandoned the premises, the landlord may continue to hold on trust for the tenant as much of the security deposit as is necessary to ensure that the deposit will be available for payment to the landlord in accordance with section 122 as compensation for:
- (a) loss of the rent that the tenant would have been liable to pay under the agreement if he or she had not abandoned the premises; and
 - (b) loss caused to the landlord in securing new tenants for the premises.

- (7) Subject to subsection (9), an amount of a security deposit held by a landlord under subsection (6) is to be held on trust for the tenant until:
- (a) the Tribunal determines the distribution of the security deposit under section 122; or
 - (b) if the Tribunal is satisfied that all losses referred to in subsection (6) may be calculated in relation to the tenancy to which the deposit relates – the Tribunal determines the distribution of the deposit on the application of the tenant under this Act.
- (8) The landlord is not entitled to claim under section 122 part or all of the amount of the loss referred to in subsection (6) unless:
- (a) the Tribunal receives an application to determine the distribution of the tenant's deposit; or
 - (b) the loss is claimed under section 122,
- as soon as practicable after the loss can be calculated and in any case within 3 months from the date on which the tenant apparently abandoned the premises.
- (9) If the landlord ceases under subsection (8) to be entitled to claim part or all of the amount of the loss referred to in subsection (6), the tenant is entitled to as much of the security deposit as the landlord continued to hold on trust for the tenant under subsection (6) and section 116 applies accordingly.
- (10) In this section:

end of a tenancy agreement means, if there is a continuation of the tenancy to which the tenancy agreement relates, at the end of the continuation.

113 Tribunal may deal with disputes relating to security deposits

- (1) A tenant may apply to the Tribunal for the return of some or all of the money paid as a security deposit and the return of the interest to which the tenant is entitled under section 114:
- (a) after the tenant has received a notice from the landlord under section 112(5); or
 - (b) if the tenant has not received notice under section 112(5) within 7 business days after the tenant gave up vacant possession of the premises or, in the opinion of the landlord, apparently abandoned the premises.

- (2) Despite section 112(5), the Tribunal may permit a landlord to retain an amount of a security deposit for a purpose specified in section 112(3)(d), (e), (f) or (g), although the landlord has not given the tenant a notice under section 112(5) for that purpose, if the Tribunal is satisfied that the circumstances of the failure to give the notice are such that the landlord ought, despite the failure, be permitted to retain such an amount.

114 Interest on security deposit

If interest accrues in relation to an amount paid as a security deposit held in an interest-bearing trust account, other than an account established under section 50 of the *Agents Licensing Act 1979*, the landlord must ensure that the interest is paid:

- (a) to the person specified in the tenancy agreement as the person to whom the interest is to be paid; or
- (b) if a tenancy agreement does not specify to whom the interest must be paid – to the parties to the tenancy agreement who, at the end of the tenancy, are entitled under this Act to receive the greater part of the amount paid as the security deposit.

115 Claims on behalf of co-tenants

- (1) A tenant who is authorised in writing to do so by another tenant under the same tenancy agreement (in this section called a **co-tenant**) may claim that co-tenant's proportion of the security deposit on that co-tenant's behalf.
- (2) A landlord must return to a tenant authorised by a co-tenant under subsection (1) the proportion of the security deposit the co-tenant is entitled to have returned to him or her.

116 If person owed security cannot be found

- (1) Subject to section 34, if all or part of a security deposit to which a tenant is entitled under this Act has not been returned by the landlord to the tenant within 6 months after the date of termination of the tenancy, the landlord must ensure that, within 28 days after that period expires, the money is placed in the Tenancy Trust Account to be held on trust for the tenant.
- (2) Subject to section 34, if all or part of a security deposit that is being held by a landlord's agent and to which a landlord is entitled under this Act has not been given to the landlord by the agent within 6 months after the date of termination of the tenancy to which the deposit relates, the landlord's agent must ensure that, within 28 days after that period expires, the money is placed in the Tenancy Trust Account to be held on trust for the landlord.

- (3) The Tribunal may, on the application of a tenant or a landlord in relation to whom a security deposit is placed in the Tenancy Trust Account under this section, determine:
- (a) the proportion of the security deposit paid into the Tenancy Trust Account to which the landlord or tenant is entitled; and
 - (b) the person to whom interest on the security deposit is payable in accordance with this Act and the amount of the interest, which is to be determined as prescribed.
- (4) The Accountable Officer within the meaning of the *Financial Management Act 1995* of the Agency allotted the administration of this Act is to pay to the tenant or the landlord the amount determined by the Tribunal in accordance with subsection (3).

116A Tenancy Trust Account offence

A person commits an offence if the person contravenes section 116(1).

Maximum penalty: 20 penalty units.

Part 13 Financial liabilities

Division 1 Rates and charges

117 Payment of electricity, gas or water charges

A landlord must not require a tenant to pay for charges, levies, rates or taxes, other than a charge payable by the owner or occupier of premises for electricity, gas or water supplied to the premises.

Maximum penalty: 20 penalty units.

118 No charges payable unless specified in agreement

- (1) A tenant is only required to pay the landlord for a charge payable by the owner or occupier of premises for electricity, gas or water supplied to the premises during the tenancy:
- (a) if the tenant is required to do so under the tenancy agreement; and
 - (b) if the owner would be liable, including by way of a statutory charge or overriding statutory charge within the meaning of the *Land Title Act 2000*, to pay for the charge if it were not paid by the tenant; and

- (c) if the premises to which the agreement relates are individually metered for the service or facility to which the charge relates or the agreement states:
 - (i) the service or facility for which the charges are payable; and
 - (ii) the method of determining the apportionment of the charge; and
 - (iii) how the charge may be recovered by the landlord from the tenant.
- (2) A landlord must not request from a tenant an amount for a charge payable by the owner or occupier of premises for electricity, gas or water supplied to the premises unless the amount is calculated in accordance with the tenancy agreement.

Maximum penalty: 20 penalty units.

- (3) A landlord who receives money from a tenant for electricity, gas or water supplied to the premises must pay the money to the person to whom the money is owing by the tenant unless the landlord has already paid the money owing.

Maximum penalty: 20 penalty units.

119 Tribunal may determine charges payable

The Tribunal may, on the application of a landlord or tenant:

- (a) determine the proportion of a charge that is payable by the owner or occupier of premises for electricity, gas or water supplied to the premises and that the tenant is required to pay to the landlord in accordance with this Act and the tenancy agreement; and
- (b) order that money be paid or refunded to the tenant accordingly.

Division 2 Compensation

120 Duty of mitigation

The rules of the law of contract about mitigation of loss or damage on breach of a contract apply to a breach of a tenancy agreement.

121 Compensation if tenant fails to vacate premises

- (1) If a tenant fails to hand over vacant possession of premises after he or she is required by or under this Act to do so, the landlord is entitled to receive from the tenant:
 - (a) compensation for any loss or expense incurred by the landlord by the failure; and
 - (b) an amount equivalent to the rent that would have been payable by the tenant for the premises for the period the tenant remains in possession after termination of the agreement.
- (2) The Tribunal may, on the application of a landlord, make an order requiring a tenant to pay to the landlord the amount the Tribunal considers is payable under subsection (1).

122 Compensation and civil penalties

- (1) Subject to subsection (2), the Tribunal may, on the application of a landlord or the tenant under a tenancy agreement, order compensation for loss or damage suffered by the applicant be paid to the applicant by the other party to the agreement because:
 - (a) the other party has failed to comply with the agreement or an obligation under this Act relating to the tenancy agreement; or
 - (b) the applicant has paid to the other party more than the applicant is required to pay to that other party in accordance with this Act and the agreement.
- (2) A party may not apply under subsection (1) for:
 - (a) compensation payable under section 121; or
 - (b) loss or damage suffered by reason of a breach of the landlord's duty to repair, unless notice under 58(1) has been given.
- (3) In determining whether to order the payment of compensation to a party, the Tribunal must take into account each of the following:
 - (a) whether the person from whom the compensation is claimed has taken all reasonable steps to comply with his or her obligations under this Act and the tenancy agreement, being obligations in respect of which the claim is made;

- (b) in the case of a breach of a tenancy agreement or this Act – whether the applicant has consented to the failure to comply with obligations in respect of which the claim is made;
 - (c) whether money has been paid to or recovered by the applicant by way of compensation, including any money recovered or entitled to be recovered from the security deposit paid under the tenancy agreement;
 - (d) whether a reduction or refund of rent or other allowance has been made to or by the applicant in respect of the tenancy agreement;
 - (e) whether an action was taken by the applicant to mitigate the loss or damage;
 - (f) any tender of compensation;
 - (g) if the claim is made in respect of damages to the premises to which the tenancy agreement relates – any action taken by the person from whom the compensation is claimed to repair the damage at his or her own expense.
- (4) If a party to a tenancy agreement is found guilty of an offence against this Act by a court, that court, another court or the Tribunal may, on the application of the other party to the agreement, order the person convicted to pay to the applicant compensation for any loss or damage suffered by the applicant because of the commission of the offence.
- (5) The Tribunal is not to make an order under this section:
- (a) for the payment of compensation in respect of death, physical injury, pain or suffering; or
 - (b) in respect of a failure to pay rent unless:
 - (i) the rent has been unpaid for at least 14 days after it is due and payable; or
 - (ii) the tenant has failed on at least 2 previous occasions to pay rent under the same agreement within 14 days after it was due and payable.

Part 14 Tenancy databases

123 Definitions

In this Part:

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

database operator means an entity that operates a tenancy database.

list, in relation to personal information:

- (a) means enter the personal information into a tenancy database or give the personal information to a database operator or someone else to enter into a tenancy database; and
- (b) includes amend personal information already in a tenancy database to include additional personal information about the person.

personal information:

- (a) means information or an opinion, whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion; and
- (b) includes an individual's name.

tenancy database means a database:

- (a) that contains personal information:
 - (i) relating to, or arising from, the occupation of premises under a tenancy agreement; or
 - (ii) entered into the database for reasons relating to, or arising from, the occupation of premises under a tenancy agreement; and
- (b) that is intended to be used by landlords to check a person's tenancy history to decide whether to enter into a tenancy agreement with the person.

124 Application of Criminal Code

Part IIAA of the Criminal Code applies to an offence against this Part.

Note for section 124

Part IIAA of the Criminal Code states the general principles of criminal responsibility, establishes general defences, and deals with burden of proof. It also defines, or elaborates on, certain concepts commonly used in the creation of offences.

125 Application of Part

This Part does not apply to a tenancy database kept by an entity (including a department of the government of a State or Territory) for use only by that entity or its officers, employees or agents.

126 Notice of usual use of database

- (1) This section applies if:
 - (a) a person (the ***potential tenant***) applies to a landlord to enter into a tenancy agreement; and
 - (b) the landlord usually uses one or more tenancy databases to decide whether to enter into a tenancy agreement with a person.
- (2) When the application is made, the landlord must give the potential tenant written notice stating the following:
 - (a) the name of each tenancy database the landlord may use to decide whether to enter into a tenancy agreement with a person;
 - (b) that the landlord uses each database to check a potential tenant's tenancy history;
 - (c) how the potential tenant may contact and obtain information from the database operator for each database.
- (3) Subsection (2) applies in relation to a tenancy database whether or not the landlord intends to use the database to decide whether to enter into a tenancy agreement with the potential tenant.
- (4) However, the landlord need not give notice under subsection (2) if the landlord has given the potential tenant written notice stating the matters mentioned in the subsection not more than 7 days before the application was made.

- (5) A landlord commits an offence if the landlord fails to give notice in accordance with this section.

Maximum penalty: 20 penalty units.

- (6) An offence against subsection (5) is an offence of strict liability.

127 Notice of listing if database used

- (1) This section applies if:

(a) a landlord uses a tenancy database to check whether personal information about a potential tenant is in the database; and

(b) personal information about the potential tenant is in the database.

- (2) As soon as possible but within 7 days after using the tenancy database, the landlord must give the potential tenant written notice stating the following:

(a) the name of the database;

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

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

(d) how and in what circumstances the potential tenant can have the personal information amended or removed under this Part.

- (3) A landlord commits an offence if the landlord fails to give notice in accordance with this section.

Maximum penalty: 20 penalty units.

- (4) An offence against subsection (3) is an offence of strict liability.

- (5) In this section:

potential tenant, see section 126.

128 Listing can be made only for particular breaches by particular persons

- (1) A landlord or database operator must not list personal information about a person in a tenancy database unless:
- (a) the person was named as a tenant in a tenancy agreement that has ended; and
 - (b) the person breached the tenancy agreement; and
 - (c) because of the breach:
 - (i) the person owes the landlord an amount that is more than the security deposit; or
 - (ii) the Tribunal has made an order terminating the tenancy agreement; and
 - (d) the personal information:
 - (i) relates only to the breach; and
 - (ii) indicates the nature of the breach; and
 - (iii) is accurate, complete and unambiguous.

Examples for subsection (1)(d)(ii)

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

- (a) *"rent arrears" – for a person who has breached a tenancy agreement by failing to pay rent;*
 - (b) *"damage to premises" – for a person who has breached a tenancy agreement by damaging premises.*
- (2) A person commits an offence if the person:
- (a) is a landlord or database operator; and
 - (b) lists personal information about a person in a tenancy database other than in accordance with subsection (1).

Maximum penalty: 20 penalty units.

- (3) An offence against subsection (2) is an offence of strict liability.

129 Further restriction on listing

- (1) A landlord or database operator must not list personal information about a person in a tenancy database unless the landlord or database operator:
 - (a) has, without charging a fee:
 - (i) given the person a copy of the personal information; or
 - (ii) taken other reasonable steps to disclose the personal information to the person; and
 - (b) has given the person at least 28 days to review the personal information and make submissions objecting to its entry into the database or about its accuracy, completeness or clarity; and
 - (c) has considered any submissions made.
- (2) Subsection (1) does not apply if the landlord or database operator cannot locate the person after making reasonable enquiries.
- (3) Subsection (1)(b) and (c) do not apply:
 - (a) to information that, at the time of listing, is also publicly available from court or Tribunal records; or
 - (b) to a listing involving only an amendment of personal information under section 130.
- (4) A person commits an offence if the person:
 - (a) is a landlord or database operator; and
 - (b) lists personal information about a person in a tenancy database other than in accordance with this section.

Maximum penalty: 20 penalty units.

- (5) An offence against subsection (4) is an offence of strict liability.

130 Ensuring quality of listing – landlord's obligation

- (1) This section applies if a landlord becomes aware that personal information listed in a tenancy database by the landlord is inaccurate, incomplete, ambiguous or out-of-date.

- (2) Within 7 days after becoming aware that the information is inaccurate, incomplete, ambiguous or out-of-date, the landlord must give the database operator of the tenancy database written notice stating the following:
- (a) that the information is inaccurate, incomplete, ambiguous or out-of-date;
 - (b) if the information is inaccurate, incomplete or ambiguous – how the information must be amended so that it is no longer inaccurate, incomplete or ambiguous;
 - (c) if the information is out-of-date – that the information must be removed.

Example for subsection (2)

A tenant owes a landlord an amount that is more than the security deposit. The landlord lists the unpaid amount in a tenancy database. The tenant pays the landlord the amount owed more than 3 months after it became payable. Within 7 days after becoming aware of the payment, the landlord must give the database operator written notice stating:

- (a) *that the personal information is inaccurate; and*
 - (b) *the details of the payment to be included in the personal information so that it is no longer inaccurate.*
- (3) The landlord must keep a copy of the notice for 1 year after it is given.
- (4) In this section:

inaccurate, in relation to personal information in a tenancy database, includes information that is inaccurate because it shows that the person owes a landlord an amount, but the amount owed was paid more than 3 months after the amount became payable.

out-of-date, in relation to personal information in a tenancy database, means the information is out-of-date because:

- (a) it shows that the person owes a landlord an amount, but the amount owed was paid to the landlord within 3 months after the amount became payable; or
- (b) it was listed in accordance with section 128(1)(c)(ii), but the order was set aside by a court or the Tribunal.

131 Ensuring quality of listing – database operator's obligation

If a landlord gives a database operator written notice under section 130, the operator must amend or remove the personal information as stated in the notice within 14 days after the notice is given.

132 Providing copy of personal information listed

- (1) A landlord who lists personal information about a person in a tenancy database must give the person a copy of the information if the person asks for the information in writing, unless the landlord charges a fee for giving the information and the fee is not paid.
- (2) A database operator who keeps personal information about a person in a tenancy database must give the person a copy of the information if the person asks for the information in writing, unless the operator charges a fee for giving the information and the fee is not paid.
- (3) The landlord or database operator must give the copy of the information to the person within 14 days after the later of:
 - (a) the day the person asks for the information in writing; and
 - (b) if a fee is charged for giving the information – the day the fee is paid.
- (4) A fee charged by a landlord or a database operator for giving personal information under this section:
 - (a) must not be excessive; and
 - (b) must not apply to lodging a request for the information.

133 Keeping personal information listed

- (1) A database operator must not keep personal information about a particular person in the operator's tenancy database for longer than the shorter of:
 - (a) 3 years; or
 - (b) the period ending when the information must be removed under the Australian Privacy Principles as defined in the *Privacy Act 1988* (Cth).

- (2) However, a database operator may keep a person's name in the operator's tenancy database for longer than the period allowed under subsection (1) if:
 - (a) other personal information about the person in the database is attached to the name; and
 - (b) the other personal information is not required to be removed under subsection (1) or by another law.
- (3) A database operator commits an offence if the operator keeps personal information about a person in the operator's tenancy database other than in accordance with this section.

Maximum penalty: 20 penalty units.

- (4) An offence against subsection (3) is an offence of strict liability.
- (5) This section does not limit the operation of another provision of this Part or another law that requires the removal of the personal information.

134 Powers of Tribunal

- (1) A person may apply to the Tribunal for an order under this section if personal information about the person is, or is proposed to be, listed in a tenancy database.
- (2) The Tribunal may make any orders it considers appropriate to ensure that a landlord or database operator complies with this Part, including an order:
 - (a) prohibiting a landlord or database operator from listing personal information about a person in a tenancy database; or
 - (b) requiring a landlord or database operator to amend or remove personal information about a person that is, or is to be, listed in a tenancy database.
- (3) If the Tribunal makes an order against a person who is not a party to the proceeding, the Tribunal may order a party to give a copy of the decision or order of the Tribunal to that person within a stated period.

135 Claims of privilege under this Part

- (1) In a proceeding before the Tribunal under this Part:
 - (a) sections 71 and 72 of the *Northern Territory Civil and Administrative Tribunal Act 2014* do not apply; and

- (b) a person is not excused from giving evidence or producing evidentiary material on the ground that the evidence or evidentiary material may tend to incriminate the person in relation to an offence against this Part.
- (2) However, evidence and evidentiary material is not admissible as evidence against a person in a criminal proceeding for an offence against this Part if the evidence or evidentiary material:
- (a) was given or produced by the person before the Tribunal under this Part; and
- (b) may tend to incriminate the person in relation to the offence.

136 No internal review under this Part

Part 5, Division 1 of the *Northern Territory Civil and Administrative Tribunal Act 2014* does not apply to a decision of the Tribunal under this Part.

Part 15 Termination for purposes under the Housing Act 1982

Division 1 Application to public housing

137 Application

This Part applies in relation to a tenancy agreement for residential accommodation entered into under the *Housing Act 1982* between the CEO (Housing) and a tenant.

Division 2 Renovation, replacement or demolition of public housing

138 Termination for renovation, replacement or demolition

The CEO (Housing) may terminate a tenancy agreement in accordance with this Division if the CEO (Housing) requires vacant possession of the premises for the purpose of renovation, replacement or demolition of the premises.

Note for section 138

Section 14(1) of the Housing Act 1982 allows the CEO (Housing) to delegate its powers and functions under this Act.

139 Process for termination

- (1) The CEO (Housing) must not terminate a tenancy agreement under this Division unless:
 - (a) the CEO (Housing) has taken reasonable steps to consult with the tenant or the occupier of the premises in accordance with subsection (2); and
 - (b) the CEO (Housing) has given the tenant or the occupier of the premises a notice of intention to terminate with the additional information specified in subsection (3); and
 - (c) the CEO (Housing) has undertaken to enter into a new tenancy agreement with the tenant or the occupier of the premises, in accordance with subsection (4), for either return to the renovated premises or occupation of new premises; and
 - (d) transitional accommodation acceptable to the tenant or the occupier of the premises is available for occupation in accordance with section 140; and
 - (e) the CEO (Housing) and the tenant or the occupier of the premises have agreed to a date for vacant possession of the premises.
- (2) Before giving the notice of intention to terminate, the CEO (Housing) must take reasonable steps to consult with the tenant or the occupier of the premises about the following:
 - (a) the renovation, replacement or demolition of the premises;
 - (b) the process for termination under this Division;
 - (c) the undertaking of the CEO (Housing) to enter into a new tenancy agreement with the tenant or occupier of the premises;
 - (d) the transitional accommodation being offered to the tenant or occupier of the premises;
 - (e) the rights of the tenant or occupier of the premises during this process;
 - (f) any questions the tenant or occupier of the premises may have about the matters in paragraphs (a) to (e).

- (3) The notice of intention to terminate must also include the following information:
- (a) a summary of the renovation, replacement or demolition work to be done to the premises;
 - (b) a summary of the process to terminate the tenancy;
 - (c) the undertaking of the CEO (Housing) to enter into a new tenancy agreement with the tenant or occupier of the premises and the terms of the new tenancy agreement;
 - (d) a clear explanation of the rights of the tenant or occupier of the premises to transitional accommodation;
 - (e) a clear explanation of the right of the tenant or occupier of the premises to remain in possession of the premises under section 141;
 - (f) the expected date when the tenant or occupier of the premises can move into the transitional accommodation;
 - (g) a clear explanation that the CEO (Housing) will pay for the reasonable moving costs;
 - (h) a clear explanation of the effect of section 142 regarding the security deposit.
- (4) The CEO (Housing) must give the tenant or occupier of the premises a written undertaking to enter into a new tenancy agreement that explains the terms of the new tenancy agreement.
- (5) The CEO (Housing) must pay the reasonable expenses of the tenant or occupier of the premises to move to the transitional accommodation and to the renovated premises or new premises.

140 Transitional accommodation

- (1) The CEO (Housing) must offer the tenant or occupier of the premises, without charge, transitional accommodation from the time of vacant possession of the premises until the renovated premises or new premises is available.
- (2) If the tenant or occupier of the premises accepts the transitional accommodation, the CEO (Housing) must offer to enter into an agreement regarding the terms of that accommodation.

- (3) Despite any provision to the contrary, an agreement referred to in subsection (2) is not a tenancy agreement and is not subject to this Act.

141 Right to possession

The tenant or occupier of the premises is entitled to remain in possession of the premises until the later of the following:

- (a) the date for vacant possession of the premises agreed by the CEO (Housing) and the tenant or occupier;
- (b) the date the transitional accommodation is available.

142 Security deposit

Despite section 112, within 7 days of terminating a tenancy agreement under this Division, the CEO (Housing) must repay any money paid as a security deposit for the premises unless the tenant consents to the money being retained in trust as a deposit under the new tenancy agreement.

143 Disapplication of section 84

Section 84 does not apply to termination of a tenancy agreement under this Division.

Division 3 Relocating tenant in public housing

144 Grounds for relocation

- (1) The CEO (Housing) may terminate a tenancy agreement in accordance with this Division if the CEO (Housing) offers to relocate the tenant or occupier of the premises to other accommodation because:
- (a) the premises have more bedrooms than the tenant or occupier needs and the other accommodation would have a suitable number of bedrooms; or
 - (b) the premises do not meet the social, physical, psychological or medical needs of the tenant or occupier and the other accommodation would be better suited to those needs; or
 - (c) the premises or neighbours pose a risk to the health or safety of the tenant or occupier and the other accommodation would be safer.

- (2) The CEO (Housing) may terminate a tenancy agreement in accordance with this Division if the CEO (Housing) offers to relocate the tenant or occupier of the premises to other accommodation because the tenant or occupier engaged in the following conduct:
- (a) any unacceptable conduct as specified in section 100(1)(a), (b) or (c);
 - (b) any anti-social behaviour specified in section 28A of the *Housing Act 1982*.

Note for section 144

Section 14(1) of the Housing Act 1982 allows the CEO (Housing) to delegate its powers and functions under this Act.

145 Process for termination

- (1) The CEO (Housing) must not terminate a tenancy agreement under this Division unless:
- (a) the CEO (Housing) has given the tenant or occupier of the premises a notice of intention to terminate with the additional information specified in subsection (2); and
 - (b) the CEO (Housing) has undertaken to enter into a new tenancy agreement with the tenant or occupier of the premises, in accordance with subsection (3), for the other accommodation; and
 - (c) the CEO (Housing) has considered and determined any submissions under section 147.
- (2) The notice of intention to terminate must also include the following information:
- (a) the reasons for the tenant's relocation;
 - (b) the process for termination under this Division;
 - (c) the undertaking of the CEO (Housing) to enter into a new tenancy agreement with the tenant or occupier of the premises and the terms of the new tenancy agreement;
 - (d) a clear explanation that the CEO (Housing) will pay for the reasonable moving costs;

- (e) a clear explanation of the right of the tenant or occupier of the premises to remain in possession of the premises under section 146;
 - (f) the expected date when the tenant or occupier of the premises can move into the other accommodation;
 - (g) a clear explanation of the right to make submissions under section 147;
 - (h) a clear explanation of the effect of section 148 regarding the security deposit.
- (3) The CEO (Housing) must give the tenant or occupier of the premises a written undertaking to enter into a new tenancy agreement that explains the terms of the new tenancy agreement.
- (4) The CEO (Housing) must pay the reasonable expenses of the tenant or occupier of the premises to move to the other accommodation.

146 Right to possession

The tenant or occupier of the premises is entitled to remain in possession of the premises until:

- (a) the date for vacant possession of the premises agreed by the CEO (Housing) and the tenant or occupier; or
- (b) if there is no agreement and no submission is made under section 147 – 14 days after the date the tenant or occupier is given the notice of intention to terminate; or
- (c) if there is no agreement and a submission is made under section 147 – 14 days after the date the tenant or occupier is given notice of the decision of the CEO (Housing) under that section.

147 Submissions on relocation

- (1) Within 14 days of being given a notice of intention to terminate under this Division, the tenant or occupier of the premises may submit reasons to the CEO (Housing) why:
- (a) the tenant or occupier should not be relocated; or
 - (b) the tenancy agreement should not be terminated.
- (2) The submissions may be made orally or in writing.

- (3) After considering the request and any representations made, the CEO (Housing) may:
 - (a) proceed with the notice of intention to terminate the tenancy agreement; or
 - (b) withdraw the notice of intention to terminate the tenancy agreement; or
 - (c) amend the notice of intention to terminate the tenancy agreement with a new undertaking that offers different accommodation from that previously offered.
- (4) The CEO (Housing) must give the tenant or occupier of the premises written notice of the results of a determination under subsection (3).

148 Security deposit

Despite section 112(1) and (2), the CEO (Housing) is entitled to retain in trust any security deposit previously paid by the tenant, as a security deposit under the tenancy agreement for the other accommodation.

149 Tribunal's additional power under section 84

The Tribunal may, on the application of the tenant under section 84, declare that the termination has no effect unless the CEO (Housing) amends its notice of intention to terminate with a new offer of other accommodation that the Tribunal considers more appropriate.

Part 16 Notices

154 Service of notices

Unless otherwise provided by or under this Act, a notice required by or under this Act to be given to a person may be delivered personally to the person or sent by post addressed:

- (a) in the case of a natural person – to the person's last-known place of business or residence or postal address; or
- (b) in the case of a body corporate:
 - (i) if it is a company within the meaning of the Corporations Act 2001 – by serving a document in accordance with section 109X of that Act; or

- (ii) if it is a registered body within the meaning of the Corporations Act 2001 – by serving a document in accordance with section 601CX of that Act.

155 Notice to one tenant or landlord sufficient

If 2 or more persons are the landlords or tenants under a tenancy agreement, a notice or other document is duly given if given to any one of them.

156 Right to be notified of change of landlord's name or address

- (1) If a name or address that a landlord or a landlord's agent is required under section 19 to specify in a tenancy agreement changes, he or she must ensure that the tenant is notified in writing of the change of the new name or address within 14 days after the change.

Maximum penalty: 20 penalty units.

- (2) Within 14 days after a person succeeds another as the landlord under a tenancy agreement, the new landlord must ensure that the tenant is notified in writing of the full name and address for service of:
 - (a) the new landlord or, if an agent has been engaged to act on behalf of the new landlord in respect of the residential premises, the full name and address of the agent; and
 - (b) any person with superior title to the new landlord.

Maximum penalty: 20 penalty units.

157 Notice or payment to landlord's agent sufficient

If under this Act a tenant is required to give notice or a document to a landlord or to pay money to a landlord, it is sufficient if the tenant:

- (a) gives notice or the document to, or pays the money to, the landlord's agent; or
- (b) if the tenant has no notice of a new landlord – gives notice or the document to, or pays the money to, the last-known landlord.

Part 16A **Special provisions for COVID-19 emergency situation**

157A **Definitions**

In this Part:

COVID-19 means the Coronavirus disease named "COVID-19" by the World Health Organization.

COVID-19 public health emergency means:

- (a) the public health emergency initially declared by notice entitled "Declaration of Public Health Emergency" dated 18 March 2020 and published in *Gazette* S10 of 18 March 2020; and
- (b) if an extension of that declaration, or a subsequent declaration, is made – that public health emergency as extended or re-declared.

EMA declaration means any of the following:

- (a) a declaration under section 18 of the *Emergency Management Act 2013* that an emergency situation exists in relation to COVID-19;
- (b) a declaration of a state of emergency under section 19 of the *Emergency Management Act 2013* in relation to COVID-19;
- (c) a declaration of a state of disaster under section 21 of the *Emergency Management Act 2013* in relation to COVID-19.

modification notice, see section 157B(2).

occupation arrangement, see section 157B(2)(b)(ii).

157B **Minister's power in emergency period**

- (1) Subsection (2) has effect during the following periods (the **emergency period**):
 - (a) while the COVID-19 public health emergency is declared under section 48 of the *Public and Environmental Health Act 2011*;
 - (b) while an EMA declaration is in force.

- (2) The Minister may, by *Gazette* notice (a **modification notice**), do any or all of the following:
- (a) suspend or modify part or all of this Act and regulations made under it;
 - (b) make provisions to regulate the following:
 - (i) a premises or a tenancy agreement to which this Act applies;
 - (ii) an arrangement (an **occupation arrangement**) for the occupation of premises for residential purposes that is an arrangement to which this Act, but for this section, does not apply.
- (3) To avoid doubt:
- (a) without limiting subsection (2)(a), that subsection extends to:
 - (i) setting aside all or part of section 7, and any regulations made under that section, as the Minister considers appropriate; and
 - (ii) specifying an offence as offence for which an infringement notice may be issued as an alternative to prosecution for the offence; and
 - (iii) increasing the penalty amount provided in relation to an infringement notice issued instead of a prosecution for an offence; and
 - (b) without limiting subsection (2)(b), that subsection empowers the Minister to make provisions:
 - (i) in relation to aspects of residential tenancies or occupation arrangements to which this Act does not otherwise apply; and
 - (ii) in relation to matters ancillary to residential premises, residential tenancies or other arrangements, such as limitations or other modifications regarding the awarding of costs in court or tribunal proceedings hearing and determining disputes.
- (4) A modification notice may apply to any of the following:
- (a) a specified person, tenancy agreement or premises;
 - (b) a specified occupation arrangement;

- (c) a specified class of person, tenancy agreement or premises;
 - (d) a specified class of occupation arrangement;
 - (e) all tenancy agreements.
- (5) A modification notice may, by reference, incorporate in whole or in part, an Act, subordinate instrument or other document as in force at a particular time or from time to time.
- (6) A modification notice has effect for the period specified in the notice, which may be any period during the emergency period.
- (7) The Minister must table a modification notice in the Legislative Assembly on the next sitting day after it is published in the *Gazette*.

157C Matters that Minister may deal with in modification notice

- (1) To avoid doubt, and without limiting section 157B(2)(a), that section empowers the Minister to change, add or remove:
- (a) any procedural step under this Act that relates to termination of a periodic, fixed-term or employment-related tenancy, or the time required or allowed for the taking of such a step; or
 - (b) any other provision of this Act that relates to termination of a periodic, fixed-term or employment-related tenancy; or
 - (c) provisions in relation to matters ancillary to tenancy agreements, such as:
 - (i) service of notices by electronic means; or
 - (ii) limitations or other modifications regarding the awarding of costs of proceedings in courts or Tribunals hearing and determining disputes; or
 - (iii) the continuation of a tenancy after the death of a sole tenant, if other persons would be affected if the tenancy were terminated.
- (2) The power to make a modification notice extends to empowering the Minister to make provisions that deal with any of the following:
- (a) suspension by NTCAT of an order for possession;
 - (b) the conditions on which such a suspension may be imposed;
 - (c) any time periods applicable to the suspension or conditions of the suspension.

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- (3) The Minister's power to make or change provisions by a modification notice includes the power to substantively affect:
- (a) rights and interests held by a landlord or a tenant in relation to a tenancy; and
 - (b) obligations on a landlord or a tenant arising from a tenancy.

Example for subsection (3)(b)

A landlord's obligation to effect non-emergency repairs.

- (4) Subject to section 157E, but without limiting that section, the Minister's power to make provisions under this Part includes a power for those provisions to have retrospective effect in the following circumstances:
- (a) a notice to terminate has been issued on or after 18 March 2020 and any related proceedings have not been finalised;
 - (b) a termination arose under section 82(1)(e) on or after 18 March 2020 but the premises have not been vacated.
- (5) In a modification notice, for the purposes of making or changing provisions to alleviate hardship, the Minister may specify the nature of the hardship to be alleviated.
- (6) Without limiting subsection (5), the nature of the hardship may include financial or any other kind of hardship to either party.
- (7) The Minister may specify different kinds of hardship for specified classes of persons, tenancies or occupation arrangements.
- (8) The Minister may, in a modification notice, specify any evidentiary or procedural requirement for determining whether a party is suffering hardship or may suffer hardship.
- (9) The Minister may, by a modification notice, make the alleviation of hardship the principal consideration in a tenancy dispute, including by changing provisions of this Act affecting:
- (a) a landlord's right to:
 - (i) obtain fair rent; or
 - (ii) terminate a tenancy; and
 - (b) any other right of a party, or obligation on a party, arising as a result of a tenancy or occupation arrangement.

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- (10) The Minister may, in a modification notice, specify that NTCAT has additional powers in relation to deciding a matter under this Act, including ordering any of the following dispositions:
- (a) terminating a tenancy, with or without suspension of the order for possession;
 - (b) refusing to terminate a tenancy;
 - (c) creating a new fixed term tenancy for up to 6 months with the same terms and conditions or any condition that could legally be agreed between the landlord and tenant.

Examples for subsection (10)(c)

- 1 *A reduction in the amount of rent payable.*
 - 2 *Deferring the amount of rent payable, with or without forgiving an amount of interest accruing.*
 - 3 *Adding or removing tenants from the tenancy.*
- (11) The Minister may, in a modification notice, add to, modify or suspend any provision of this Act for, but not limited to, any of the following purposes:
- (a) determining matters that may, or may not, be listed on a tenancy database;
 - (b) facilitating social distancing and other public health measures;
 - (c) determining health and safety considerations for landlords, tenants and other persons who may visit premises;
 - (d) ensuring that financial losses are distributed as fairly as possible while alleviating hardship.

157D Ongoing effect of changes to tenancy agreement

- (1) Subsection (2) applies to a modification notice in which the Minister changes the time for a procedural step to be taken in relation to a tenancy agreement, as mentioned in section 157C(1)(a).
- (2) The time as changed continues to be the time for that step for that tenancy agreement while the tenancy agreement remains in effect, despite that the emergency period may have come to an end.

Example for subsection (2)

This Act sets a time period of 30 days for a thing to be done. A modification notice modifies that time period to 120 days. After 60 days the emergency period comes to an end. The time for doing the thing still has 60 days to run, despite that the emergency period has ended.

- (3) Subsection (4) applies if, during the emergency period:
 - (a) the terms of a tenancy agreement are changed by negotiation;
or
 - (b) a new tenancy agreement is created, or a tenancy agreement is modified, by NTCAT.
- (4) The terms of the agreement, or the agreement as changed, continue for that tenancy agreement while the tenancy agreement remains in effect, despite that the emergency period may have come to an end.
- (5) If a tenancy agreement mentioned in subsection (3) comes to an end and the agreement rolls over to become a periodic tenancy, whether the emergency period has ended or not, the terms of the agreement continue to apply unless the parties negotiate different terms.

157E Retrospective effect

- (1) A provision of a modification notice may be expressed to have effect from a date earlier than the date on which the notice is made, but no earlier than 18 March 2020.
- (2) Subsection (1) includes modification of any procedural steps or proceedings that may follow a notice to terminate that was issued on or after 18 March 2020.
- (3) Subsection (1) applies whether or not proceedings mentioned in subsection (2) were commenced before the commencement of this section.

157F Notice overrides tenancy agreements and other arrangements

- (1) A modification notice operates despite the provisions of a tenancy agreement or an occupation arrangement.
- (2) A provision of a tenancy agreement or occupation arrangement is, for the period during which a modification notice is in force, set aside to the extent that the provision is inconsistent with a provision of the notice.
- (3) A provision of an agreement or arrangement between the parties to a tenancy agreement or occupation arrangement is set aside to the extent that the provision would be set aside if it were in the tenancy agreement or arrangement.

157G Effect of modification notice

This Act must be applied with any modifications made by a modification notice as if this Act had been altered in that way.

157H Interaction with *Law of Property Act 2000*

- (1) This section applies if:
 - (a) a modification notice sets aside, wholly or in part, section 7; and
 - (b) as a result, a tenancy or occupation arrangement that was excluded from the operation of the Act immediately before the notice came into effect became subject to this Act.
- (2) Section 114 of the *Law of Property Act 2000* applies in relation to the tenancy or occupation arrangement while the tenancy or arrangement is subject to this Act.

157J Acquisition on just terms

If the operation of a modification notice would, apart from this section, result in an acquisition of property from a person otherwise than on just terms:

- (a) the person is entitled to receive from the Territory the compensation necessary to ensure the acquisition is on just terms; and
- (b) a court of competent jurisdiction may decide the amount of compensation or make the orders it considers necessary to ensure the acquisition is on just terms.

157K Disallowance by Legislative Assembly

- (1) A modification notice is subject to disallowance by a resolution of the Legislative Assembly passed within 3 sitting days after the notice has been tabled in the Assembly under section 157B(7).
- (2) If the resolution disallows the modification notice or provisions of it, the disallowance has, subject to subsection (3), the same effect as a revocation of the notice or provisions.
- (3) If a provision of a disallowed notice (the ***disallowed provision***) amended or set aside a provision of this Act or the Regulations in force immediately before the making of the disallowed provision, the disallowance revives the other provision from the date of the disallowance as if the disallowed provision had not been made.

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- (iv) to report suspected illegal conduct to a government organisation with responsibility for investigating that kind of illegal conduct; or
 - (v) with the consent of the other party; or
- (b) the person has knowledge of the information independently from obtaining the information in the course of the negotiations.
- (3) For subsection (1), it is immaterial whether the disclosure was made during, or after, the emergency period.

Part 16C Increased penalties for offences during emergency period

157N Certain penalties increased for offences during emergency period

The maximum penalty for an offence against a provision specified in column 1 of the Table is increased as shown in the corresponding entry in column 2 of the Table for an offence committed during the emergency period.

Table

Column 1 – Provision	Column 2 – Maximum penalty
section 20(4)	200 penalty units
section 23	100 penalty units
section 24(1)	200 penalty units
section 24(3)	200 penalty units
section 29(1)	200 penalty units
section 36(4)	200 penalty units
section 44(1)	200 penalty units
section 50(2)	200 penalty units
section 66(2)	200 penalty units
section 106	200 penalty units

Column 1 – Provision	Column 2 – Maximum penalty
section 112(2)	200 penalty units
section 117	200 penalty units

Part 17 Regulations

158 Regulations

- (1) The Administrator may make regulations under this Act.
- (2) Without limiting the generality of subsection (1), the Regulations may:
 - (a) prescribe that provisions of this Act do not apply to a specified class of tenancy agreements or a specified class of premises; and
 - (b) modify specified provisions of this Act in their application to a specified class of tenancy agreements or a specified class of premises; and
 - (c) prescribe terms that are to be implied, or expressly included, in tenancy agreements or a class of tenancy agreements; and
 - (d) prescribe a penalty of not more than 20 penalty units for breach of a regulation; and
 - (e) prescribe an offence against the Regulations to be a regulatory offence; and
 - (f) provide for the payment of a prescribed amount instead of a penalty that may otherwise be imposed for an offence against this Act or regulations made under this Act and for the service of a notice relating to payment of the amount on a person alleged to have committed the offence and the particulars to be included in that notice; and
 - (g) prescribe the service of notices on persons alleged to have infringed this Act or the Regulations and particulars to be included in such notices.

Part 18 Transitional matters

Division 1 Application of former Tenancy Act

159 Definitions

In this Division:

commencement day means the day on which this Act commences.

Commissioner has the meaning it had under the *Tenancy Act*.

lease, lessee and **lessor** have the meanings they had under the *Tenancy Act*.

security deposit has the meaning it had under the *Tenancy Act*.

Tenancy Act means the *Tenancy Act 1979* as in force immediately before the commencement day.

160 Continued application of *Tenancy Act*

- (1) Subject to this Part and section 88A, nothing in this Act applies to or in relation to a lease that was in force immediately before the commencement day.
- (2) Subject to this Part, the *Tenancy Act* continues to apply to and in relation to a lease that was in force immediately before the commencement day as if the amendments to the *Tenancy Act* effected by the *Residential Tenancies (Consequential Amendments) Act 1999* had never come into operation.
- (3) Subject to this Part, a reference in the *Tenancy Act* to the Commissioner is, in relation to a lease, to be taken to be a reference to the Commissioner within the meaning of this Act.

161 Dispute resolution and appeals to take place under this Act

- (1) Subject to this Part, Part 14 of this Act applies to and in relation to a lease that was in force immediately before the commencement day as if a reference in Part 14 to a tenancy agreement were a reference to a lease and a reference in that Part to a tenant or a landlord were a reference to a lessee or a lessor respectively.
- (2) If after the commencement day a matter relating to the reimbursement of a security deposit in relation to a lease is referred to the Commissioner under section 39(6) of the *Tenancy Act*, the matter is to be dealt with by the Commissioner as if it were an application under section 126 of this Act, except that the

Commissioner may only make an order of the kind specified in section 39(8) of the *Tenancy Act*.

- (3) Subject to this Part:
- (a) Part 15 of this Act applies to an order, determination, decision or variation made by the Commissioner under the *Tenancy Act* before or after the commencement day as if a reference to a tenant or a landlord were a reference to a lessee or a lessor respectively; and
 - (b) Part III of the *Tenancy Act* does not apply in relation to the order, determination, decision or variation.

162 Transitional matters relating to security deposits

- (1) If before the commencement day a lessee had demanded under the *Tenancy Act* the reimbursement of a security deposit in relation to a lease and the matter had not been referred to the Commissioner under section 39 of that Act:
- (a) the lessor is to refer the matter to the Commissioner within the meaning of this Act; and
 - (b) the matter is to be dealt with by the Commissioner within the meaning of this Act as if the reference was an application under section 126 of this Act, except that the Commissioner may only make an order of the kind specified in section 39(8) of the *Tenancy Act*.
- (2) If before the commencement day a matter relating to the reimbursement of a security deposit in relation to a lease had been referred to the Commissioner under section 39(6) of the *Tenancy Act* and not finally determined, the matter is to be dealt with by the Commissioner as if this Act and the amendments to that Act had never come into operation.

163 Transitional matters relating to determinations and appeals

- (1) If before the commencement day a person had applied to the Commissioner under Part II or Part V of the *Tenancy Act*, the Commissioner is to determine the application as if this Act and the amendments to the *Tenancy Act* effected by the *Residential Tenancies (Consequential Amendments) Act 1999* had never come into operation.
- (2) If before the commencement day a person had applied under section 19 of the *Tenancy Act* to the Local Court but the appeal had not been heard or been determined, the appeal is to be heard and determined in accordance with that Act as if this Part and the

amendments to that Act effected by the *Residential Tenancies (Consequential Amendments) Act 1999* had never come into operation.

- (3) If immediately before the commencement day a person had a right to appeal to the Local Court under section 19 of the *Tenancy Act*, the application may be made under that Act as if this Part and the amendments to that Act effected by the *Residential Tenancies (Consequential Amendments) Act 1999* had never come into operation.

Division 2 Residential Tenancies Amendment Act 2010

165 Application of section 122

In dealing with an application under section 122, the Commissioner must take into account the matters stated in section 122(3) even if the tenancy agreement was entered into before the commencement of this section.

Division 3 Caravan Parks Act 2012

166 Application to certain agreements at commencement

- (1) This section applies to an immovable dwelling located in a caravan park that is subject to an agreement for its lease at the commencement of this section.
- (2) This Act continues to apply to the immovable dwelling until the agreement ends after the commencement.

Division 4 Northern Territory Civil and Administrative Tribunal (Conferral of Jurisdiction Amendments) (No. 2) Act 2014

167 Definitions

In this Division:

appeal period means the period within which a person is entitled to appeal against the decision made by the Commissioner.

commencement means the commencement of Part 19 of the *Northern Territory Civil and Administrative Tribunal (Conferral of Jurisdiction Amendments) (No. 2) Act 2014*.

decision includes an order or determination.

former Act means this Act as in force immediately before the commencement.

new legislation means the following as in force after the commencement:

- (a) this Act;
- (b) the *Northern Territory Civil and Administrative Tribunal Act 2014*.

168 Appeal against Commissioner's decision made before commencement

- (1) This section applies if:
 - (a) before the commencement, the Commissioner had made a decision under this Act; and
 - (b) one of the following circumstances applies:
 - (i) immediately before the commencement, the appeal period for the decision had not expired and no proceeding for an appeal had been started;
 - (ii) before the commencement, a proceeding for an appeal had been started but not decided.
- (2) If the circumstance mentioned in subsection (1)(b)(i) applies, the former legislation continues to apply in relation to the entitlement of a person to appeal against the decision within the appeal period.
- (3) The former Act continues to apply in relation to the functions and powers of the Local Court in conducting and deciding a proceeding for the appeal regardless of whether the proceeding:
 - (a) was being conducted before the commencement; or
 - (b) is started after the commencement within the review period.

169 Appeal against court's decision made before commencement

- (1) This section applies if, before the commencement, the Local Court had made a decision under the Act and the appeal period had not expired.
- (2) The former legislation continues to apply in relation to the right of the person to appeal against the decision.

170 Commissioner's or Local Court's decision made after commencement

- (1) This section applies if:
 - (a) a person had made an application to the Commissioner or the Local Court before the commencement; and
 - (b) the Commissioner or the Local Court decides the application after the commencement.
- (2) The Commissioner or the Local Court must continue to deal with the application in accordance with the former legislation.

171 Appeals before Local Court

- (1) This section applies if, before the commencement:
 - (a) a person had made an application to the Local Court appealing against the Commissioner's decision; and
 - (b) the Local Court had not decided the matter.
- (2) The Local Court must continue to deal with the matter in accordance with the former legislation.

Division 5 Residential Tenancies Amendment Act 2018

172 Definition

In this Division:

commencement means the commencement of the *Residential Tenancies Amendment Act 2018*.

173 Transitional provision for Part 14

- (1) From the commencement to the day immediately before the transition day, Part 14 applies only in relation to a tenancy agreement made, and personal information listed, on or after the commencement.
- (2) On and from the transition day, Part 14 applies in relation to a tenancy agreement made, and personal information listed, before, on or after the commencement.
- (3) In this section:

transition day means the day 3 months after the commencement.

174 Jurisdiction of Tribunal for Tenancy Act leases

- (1) Despite Division 1, the Tribunal has jurisdiction to deal with a lease that was in force immediately before the commencement.
- (2) Part III of the *Tenancy Act* does not apply to an order, determination, decision or variation made by the Tribunal under that Act.
- (3) In this section:

lease, see section 159.

Tenancy Act, see section 159.

Division 6 Residential Tenancies Legislation Amendment Act 2020

175 Keeping pets

- (1) Sections 65A and 65B do not apply to a tenancy agreement entered into before the commencement.
- (2) In this section:

commencement means the commencement of section 6 of the *Residential Tenancies Legislation Amendment Act 2020*.

ENDNOTES
1 KEY

Key to abbreviations

amd = amended	od = order
app = appendix	om = omitted
bl = by-law	pt = Part
ch = Chapter	r = regulation/rule
cl = clause	rem = remainder
div = Division	renum = renumbered
exp = expires/expired	rep = repealed
f = forms	s = section
Gaz = Gazette	sch = Schedule
hdg = heading	sdiv = Subdivision
ins = inserted	SL = Subordinate Legislation
lt = long title	sub = substituted
nc = not commenced	

2 LIST OF LEGISLATION***Residential Tenancies Act 1999 (Act No. 45, 1999)***

Assent date	10 November 1999
Commenced	1 March 2000 (<i>Gaz G8</i> , 1 March 2000, p 2)

Statute Law Revision Act 2001 (Act No. 3, 2001)

Assent date	22 March 2001
Commenced	22 March 2001

Unit Titles (Consequential Amendments – Building Development) Act 2001 (Act No. 15, 2001)

Assent date	28 June 2001
Commenced	1 March 2002 (s 2, s 2 <i>Unit Titles Amendment Act 2001</i> (Act No. 14, 2001) and <i>Gaz G8</i> , 2002, p 6)

Corporations Reform (Consequential Amendments NT) Act 2001 (Act No. 17, 2001)

Assent date	29 June 2001
Commenced	15 July 2001 (s 2, s 2 <i>Corporations Act 2001</i> (Cth Act No. 50, 2001) and <i>Cth Gaz S285</i> , 13 July 2001)

Residential Tenancies Amendment Act 2001 (Act No. 24, 2001)

Assent date	19 July 2001
Commenced	30 July 2001 (<i>Gaz S36</i> , 30 July 2001)

Fines and Penalties (Recovery) (Consequential Amendments) Act 2001 (Act No. 60, 2001)

Assent date	11 December 2001
Commenced	1 January 2002 (s 2, s 2 <i>Fines and Penalties (Recovery) Act 2001</i> (Act No. 59, 2001) and <i>Gaz G50</i> , 19 December 2001, p 3)

Misuse of Drugs (Consequential Amendments) Act 2002 (Act No. 33, 2002)

Assent date 16 July 2002
Commenced 1 August 2002 (s 2, s 2 *Misuse of Drugs Act 2002* (Act No. 32, 2002) and *Gaz G30*, 31 July 2002, p 4)

Statute Law Revision (Financial Provisions) Act 2002 (Act No. 38, 2002)

Assent date 13 September 2002
Commenced 30 October 2002 (*Gaz G43*, 30 October 2002, p 3)

Swimming Pool Fencing (Consequential Amendments) Act 2002 (Act No. 67, 2002)

Assent date 9 December 2002
Commenced 1 January 2003 (s 2 and s 2 *Swimming Pool Fencing Act 2002* (Act No. 66, 2002))

Swimming Pool Safety Act 2004 (Act No. 13, 2004)

Assent date 9 March 2004
Commenced 15 March 2004 (*Gaz S6*, 15 March 2004)

Residential Tenancies Amendment Act 2005 (Act No. 14, 2005)

Assent date 17 March 2005
Commenced 1 July 2005 (*Gaz G24*, 15 June 2005, p 2)

Antisocial Behaviour (Miscellaneous Amendments) Act 2006 (Act No. 2, 2006)

Assent date 8 March 2006
Commenced 14 June 2006 (*Gaz G24*, 14 June 2006, p 3)

Legal Profession (Consequential Amendments) Act 2007 (Act No. 7, 2007)

Assent date 17 May 2007
Commenced s 10: 1 July 2007 (*Gaz G26*, 27 June 2007, p 3);
rem: 17 May 2007

Domestic and Family Violence Act 2007 (Act No. 34, 2007)

Assent date 12 December 2007
Commenced 1 July 2008 (*Gaz G25*, 25 June 2008, p 4)

Unit Title Schemes Act 2009 (Act No. 14, 2009)

Assent date 26 May 2009
Commenced pt 2.3, div 3, sdv 4 and s 135 (to ext ins s 54C):
1 January 2010; s 111: 1 July 2010; rem: 1 July 2009 (s 2,
Gaz S30, 26 June 2009, p 1, s 2 *Land Title and Related
Legislation Amendment Act 2008* (Act No. 3, 2008) and *Gaz
S30*, 26 June 2009, p 1)

Residential Tenancies Amendment Act 2010 (Act No. 8, 2010) (Act expired by s 35 as ins by Act No. 1, 2012, s 189)

Assent date 17 March 2010
Commenced pt 2: nc (rep by Act No. 1, 2012, s 188); rem: 14 April 2010
(*Gaz G15*, 14 April 2010, p 4)

Amending Legislation**Caravan Parks Act 2012 (Act No. 1, 2012)**

Assent date 21 March 2012
Commenced ss 21 and 22: 21 March 2012; rem: 1 May 2012 (s 2)

Justice Legislation Amendment (Penalties) Act 2010 (Act No. 12, 2010)

Assent date 20 May 2010
 Commenced 1 July 2010 (*Gaz G24*, 16 June 2010, p 2)

Oaths, Affidavits and Declarations (Consequential Amendments) Act 2010 (Act No. 40, 2010)

Assent date 18 November 2010
 Commenced 1 March 2011 (s 2, s 2 *Oaths, Affidavits and Declarations Act 2010* (Act No. 39, 2010) and *Gaz G7*, 16 February 2011, p 4)

Housing and Other Legislation Amendment Act 2011 (Act No. 45, 2011)

Assent date 21 December 2011
 Commenced 22 February 2012 (other than amdts to ss 21, 24 and 25 of the *Housing Act* in the Sch) (*Gaz G8*, 22 February 2012, p 3)

Caravan Parks Act 2012 (Act No. 1, 2012)

Assent date 21 March 2012
 Commenced ss 21 and 22: 21 March 2012; rem: 1 May 2012 (s 2)

Evidence (National Uniform Legislation) (Consequential Amendments) Act 2012 (Act No. 23, 2012)

Assent date 21 November 2012
 Commenced 1 January 2013 (*Gaz G51*, 19 December 2012, p 4)

Northern Territory Civil and Administrative Tribunal (Conferral of Jurisdiction Amendments) (No. 2) Act 2014 (Act No. 35, 2014)

Assent date 13 November 2014
 Commenced pts 4, 9, 10 and 19: 1 June 2015 (*Gaz S53*, 29 May 2015, p 2); rem: 1 January 2015 (*Gaz G51*, 24 December 2014, p 7)

Justice Legislation Amendment Act 2015 (Act No. 14, 2015)

Assent date 22 May 2015
 Commenced pts 4, 6, 7 and 9: 1 June 2015; rem: 1 July 2015 (*Gaz S53*, 29 May 2015, p 1)

Statute Law Amendment (Directors' Liability) Act 2015 (Act No. 26, 2015)

Assent date 18 September 2015
 Commenced 14 October 2015 (*Gaz G41*, 14 October 2015, p 3)

Statute Law Revision Act 2017 (Act No. 4, 2017)

Assent date 10 March 2017
 Commenced 12 April 2017 (*Gaz G15*, 12 April 2017, p 3)

Residential Tenancies Amendment Act 2018 (Act No. 11, 2018)

Assent date 23 May 2018
 Commenced 1 July 2018 (*Gaz S41*, 20 June 2018)

Residential Tenancies Legislation Amendment Act 2020 (Act No. 13, 2020)

Assent date	16 April 2020
Commenced	s 20: 1 April 2021 (Gaz G12, 24 March 2021, p 1); rem: 1 January 2021 (Gaz G51, 23 December 2020, p 1)

Amending Legislation**Statute Law Revision Act 2020 (Act No. 26, 2020)**

Assent date	19 November 2020
Commenced	20 November 2020 (s 2)

Tenancies Legislation Amendment Act 2020 (Act No. 15, 2020)

Assent date	24 April 2020
Commenced	25 April 2020 (s 2)

3 GENERAL AMENDMENTS

General amendments of a formal nature (which are not referred to in the table of amendments to this reprint) are made by the *Interpretation Legislation Amendment Act 2018* (Act No. 22, 2018) to: ss 1, 4, 6, 7, 12, 13, 15, 16, 18, 29, 32, 34, 41, 51, 69, 82, 88A, 96, 99A, 114, 116, 118, 135, 136, 159, 160, 163 and 167.

4 LIST OF AMENDMENTS

s 3	amd No. 8, 2010, s 34
s 4	amd No. 14, 2005, s 4; No. 2, 2006, s 16; No. 14, 2009, s 154; No. 8, 2010, s 26; No. 35, 2014, s 133; No. 11, 2018, s 4; No. 15, 2020, s 9; No. 13, 2020, s 4 as amended by No. 26, 2020, s 3
s 6	amd No. 1, 2012, s 191
s 8	amd No. 35, 2014, s 142
ss 9 – 10	amd No. 8, 2010, s 34
s 11	amd No. 8, 2010, s 34 rep No. 26, 2015, s 106
s 12	amd No. 34, 2007, s 146
s 13	amd No. 35, 2014, s 142
s 16	amd No. 14, 2005, s 5; No. 8, 2010, s 34
s 18	amd No. 60, 2001, s 18; No. 11, 2018, s 5
ss 19 – 20	amd No. 12, 2010, s 3
s 22	amd No. 35, 2014, s 142
s 23	amd No. 12, 2010, s 3
s 24	amd No. 14, 2005, s 6; No. 12, 2010, s 3
pt 5	
div 1 hdg	amd No. 14, 2005, s 7
s 24A	ins No. 14, 2005, s 8 amd No. 8, 2010, s 34; No. 13, 2020, s 5
s 25	amd No. 14, 2005, s 9; No. 8, 2010, s 27
s 26	amd No. 14, 2005, s 10; No. 8, 2010, s 34; No. 35, 2014, s 142
s 27	amd No. 14, 2005, s 11; No. 35, 2014, s 134
s 28	sub No. 8, 2010, s 28 amd No. 35, 2014, s 142
ss 28A – 28B	ins No. 8, 2010, s 28
s 29	amd No. 38, 2002, s 6; No. 8, 2010, s 34; No. 12, 2010, s 3
s 31	amd No. 8, 2010, s 34; No. 12, 2010, s 3
s 32	amd No. 12, 2010, s 3

s 33	amd No. 35, 2014, s 142
s 36	amd No. 8, 2010, s 34; No. 12, 2010, s 3
s 37	amd No. 38, 2002, s 6; No. 8, 2010, s 34; No. 12, 2010, s 3
ss 38 – 39	amd No. 12, 2010, s 3
s 42	amd No. 8, 2010, s 34; No. 12, 2010, s 3; No. 35, 2014, s 142; No. 11, 2018, s 6
s 42A	ins No. 8, 2010, s 29 amd No. 35, 2014, s 135
s 43	amd No. 12, 2010, s 3; No. 35, 2014, s 142
s 44	amd No. 8, 2010, s 34; No. 12, 2010, s 3
s 45	amd No. 35, 2014, s 142
s 47	amd No. 67, 2002, s 3; No. 13, 2004, s 59; No. 8, 2010, s 34; No. 12, 2010, s 3
s 48	amd No. 67, 2002, s 3; No. 13, 2004, s 59
s 50	amd No. 12, 2010, s 3
s 51	amd No. 15, 2001, s 10; No. 14, 2009, s 155; No. 35, 2014, s 142
s 52	amd No. 3, 2001, s 8
s 53	amd No. 12, 2010, s 3
s 54	amd No. 8, 2010, s 34
s 60	amd No. 8, 2010, s 34
s 61	amd No. 8, 2010, s 34; No. 35, 2014, s 142
s 62	amd No. 8, 2010, s 34
s 63	amd No. 8, 2010, s 34; No. 35, 2014, s 142
ss 65A – 65B	ins No. 13, 2020, s 6
ss 66 – 67	amd No. 12, 2010, s 3
s 69	amd No. 8, 2010, s 34
s 74	amd No. 8, 2010, s 34
s 76	amd No. 8, 2010, s 34
s 77	amd No. 35, 2014, s 142 sub No. 13, 2020, s 7
s 77A	ins No. 13, 2020, s 7
s 79	amd No. 35, 2014, s 142
s 81	amd No. 12, 2010, s 3; No. 35, 2014, s 142
s 82	amd No. 8, 2010, s 34; No. 35, 2014, s 142
s 83	amd No. 8, 2010, s 34; No. 13, 2020, s 8
s 84	amd No. 35, 2014, s 142
s 86	amd No. 8, 2010, s 34
ss 87 – 88	rep No. 14, 2005, s 12
s 88A	ins No. 33, 2002, s 3 amd No. 14, 2005, s 13; No. 8, 2010, s 34; No. 4, 2017, s 34
s 90	sub No. 13, 2020, s 9
s 91	amd No. 8, 2010, s 34; No. 13, 2020, s 10
s 92	amd No. 8, 2010, s 34
s 93	rep No. 14, 2005, s 14
s 95	sub No. 13, 2020, s 11
s 96	amd No. 8, 2010, s 34
pt 11	
div 3A hdg	ins No. 14, 2005, s 15 amd No. 13, 2020, s 12
ss 96A – 96C	ins No. 14, 2005, s 15 amd No. 35, 2014, s 142
pt 11	
div 4 hdg	amd No. 14, 2005, s 16; No. 35, 2014, s 142
s 97	amd No. 8, 2010, s 34; No. 35, 2014, s 142
ss 98 – 99	amd No. 35, 2014, s 142
s 99A	ins No. 2, 2006, s 17 amd No. 45, 2011, s 15; No. 35, 2014, s 142

ENDNOTES

s 100	sub No. 2, 2006, s 17 amd No. 35, 2014, s 142
s 100A	ins No. 14, 2005, s 17 amd No. 35, 2014, s 142
pt 11	
div 5 hdg	amd No. 13, 2020, s 13
s 101	amd No. 8, 2010, s 34; No. 13, 2020, s 14
s 102	amd No. 13, 2020, s 15
s 103	amd No. 13, 2020, s 16
s 104	amd No. 14, 2005, s 18; No. 35, 2014, s 142; No. 13, 2020, s 17
s 105	amd No. 35, 2014, s 142; No. 13, 2020, s 18
s 106	amd No. 12, 2010, s 3; No. 35, 2014, s 142
s 107	amd No. 3, 2001, s 8; No. 14, 2005, s 19; No. 35, 2014, s 142
s 108	amd No. 35, 2014, s 142
s 109	amd No. 8, 2010, s 34; No. 12, 2010, s 3; No. 35, 2014, s 142
s 110	amd No. 14, 2005, s 20; No. 8, 2010, s 30; No. 35, 2014, s 136; No. 11, 2018, s 7
s 111	amd No. 35, 2014, s 142
s 112	amd No. 24, 2001, s 3; No. 14, 2005, s 21; No. 8, 2010, s 31; No. 12, 2010, s 3; No. 35, 2014, s 142
s 113	amd No. 35, 2014, s 142
s 116	amd No. 35, 2014, s 142
s 116A	ins No. 13, 2020, s 19
s 117	amd No. 12, 2010, s 3
s 118	amd No. 3, 2001, s 8; No. 8, 2010, s 34; No. 12, 2010, s 3
s 119	amd No. 35, 2014, s 142
s 121	amd No. 35, 2014, s 142
s 122	amd No. 8, 2010, s 32; No. 35, 2014, s 142; No. 14, 2015, s 65
pt 14 hdg	rep No. 35, 2014, s 137 ins No. 11, 2018, s 8
pt 14	
div 1 hdg	rep No. 35, 2014, s 137
ss 123 – 125	rep No. 35, 2014, s 137 ins No. 11, 2018, s 8
s 126	amd No. 8, 2010, s 34 rep No. 35, 2014, s 137 ins No. 11, 2018, s 8
s 127	rep No. 35, 2014, s 137 ins No. 11, 2018, s 8
s 128	amd No. 8, 2010, s 34 rep No. 35, 2014, s 137 ins No. 11, 2018, s 8
s 129	amd No. 14, 2005, s 22; No. 7, 2007, s 16 rep No. 35, 2014, s 137 ins No. 11, 2018, s 8
s 130	rep No. 35, 2014, s 137 ins No. 11, 2018, s 8
pt 14	
div 2 hdg	rep No. 35, 2014, s 137
s 131	amd No. 8, 2010, s 34 rep No. 35, 2014, s 137 ins No. 11, 2018, s 8
ss 132 – 134	rep No. 35, 2014, s 137 ins No. 11, 2018, s 8
s 135	amd No. 12, 2010, s 3 rep No. 35, 2014, s 137 ins No. 11, 2018, s 8

ENDNOTES

pt 14	
div 3 hdg	rep No. 35, 2014, s 137
s 136	rep No. 35, 2014, s 137 ins No. 11, 2018, s 8
pt 15 hdg	ins No. 13, 2020, s 20
pt 15	
div 1 hdg	ins No. 13, 2020, s 20
s 137	rep No. 35, 2014, s 137 ins No. 13, 2020, s 20
pt 15	
div 2 hdg	ins No. 13, 2020, s 20
s 138	amd No. 14, 2005, s 23 rep No. 35, 2014, s 137 ins No. 13, 2020, s 20
s 139	rep No. 35, 2014, s 137 ins No. 13, 2020, s 20
pt 14	
div 4 hdg	rep No. 35, 2014, s 137
s 140	amd No. 8, 2010, s 34; No. 12, 2010, s 3; No. 40, 2010, s 118 rep No. 35, 2014, s 137 ins No. 13, 2020, s 20
s 141	rep No. 35, 2014, s 137 ins No. 13, 2020, s 20
s 142	amd No. 12, 2010, s 3; No. 23, 2012, s 32 rep No. 35, 2014, s 137 ins No. 13, 2020, s 20
s 143	rep No. 35, 2014, s 137 ins No. 13, 2020, s 20
pt 14	
div 5 hdg	rep No. 35, 2014, s 137
pt 15	
div 3 hdg	ins No. 13, 2020, s 20
ss 144 – 147	rep No. 35, 2014, s 137 ins No. 13, 2020, s 20
s 148	amd No. 7, 2007, s 16; No. 8, 2010, s 34 rep No. 35, 2014, s 137 ins No. 13, 2020, s 20
s 149	amd No. 7, 2007, s 16; No. 8, 2010, s 34; No. 12, 2010, s 3 rep No. 35, 2014, s 137 ins No. 13, 2020, s 20
pt 15 hdg	rep No. 35, 2014, s 137
s 150	amd No. 8, 2010, s 34 rep No. 35, 2014, s 137
ss 151 – 153	rep No. 35, 2014, s 137
s 154	amd No. 17, 2001, s 15; No. 14, 2005, s 24
s 156	amd No. 12, 2010, s 3
pt 16A hdg	ins No. 15, 2020, s 10
ss 157A –	
157K	ins No. 15, 2020, s 10
pt 16B hdg	ins No. 15, 2020, s 10
ss 157L –	
157M	ins No. 15, 2020, s 10
pt 16C hdg	ins No. 15, 2020, s 10
s 157N	ins No. 15, 2020, s 10
s 158	amd No. 8, 2010, s 34
s 159	amd No. 11, 2018, s 9
pt 18 hdg	sub No. 35, 2014, s 138

ENDNOTES

pt 18	
div 1 hdg	ins No. 35, 2014, s 138
s 160	amd No. 14, 2005, s 25
pt 20 hdg	ins No. 8, 2010, s 33
	sub No. 35, 2014, s 139
s 165	ins No. 8, 2010, s 33
pt 21 hdg	ins No. 1, 2012, s 192
	sub No. 35, 2014, s 140
s 166	ins No. 1, 2012, s 192
pt 18	
div 4 hdg	ins No. 35, 2014, s 141
ss 167 – 169	ins No. 35, 2014, s 141
s 170	ins No. 35, 2014, s 141
	amd No. 14, 2015, s 66
s 171	ins No. 35, 2014, s 141
pt 18	
div 5 hdg	ins No. 11, 2018, s 10
ss 172 – 174	ins No. 11, 2018, s 10
pt 18	
div 6 hdg	ins No. 13, 2020, s 21
s 175	ins No. 13, 2020, s 21