

Serial 108  
Residential Tenancies Legislation Amendment Bill 2023  
Mr Paech

A Bill for an Act to amend the *Residential Tenancies Act 1999* and the  
*Residential Tenancies Regulations 2000*



NORTHERN TERRITORY OF AUSTRALIA

RESIDENTIAL TENANCIES LEGISLATION AMENDMENT ACT 2023

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Act No. [ ] of 2023

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# NORTHERN TERRITORY OF AUSTRALIA

Act No. [ ] of 2023

An Act to amend the *Residential Tenancies Act 1999* and the *Residential Tenancies Regulations 2000*

[Assented to [ ] 2023]  
[Introduced [ ] 2023]

The Legislative Assembly of the Northern Territory enacts as follows:

## Part 1 Preliminary matters

### 1 Short title

This Act may be cited as the *Residential Tenancies Legislation Amendment Act 2023*.

### 2 Commencement

- (1) Subject to subsection (2), this Act commences on the day fixed by the Administrator by *Gazette* notice.
- (2) If a provision of this Act does not commence before 23 October 2024, it commences on that day.

## Part 2 Amendment of Residential Tenancies Act 1999

### 3 Act amended

This Part amends the *Residential Tenancies Act 1999*.

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**4 Section 4 amended (Definitions)**

- (1) Section 4, definitions **COVID-19**, **COVID-19 public health emergency**, **EMA declaration**, **emergency period**, **modification notice** and **personal information**

*omit*

- (2) Section 4

*insert*

**domestic violence**, see section 5 of the *Domestic and Family Violence Act 2007*.

**experienced domestic violence**, see section 4A.

**key** includes any device or information that enables the operation of a lock or security device.

**5 Section 4A inserted**

After section 4, in Part 1

*insert*

**4A Establishing experience of domestic violence**

- (1) For the purposes of this Act, a tenant may establish that they or another occupant of a premises has experienced domestic violence by providing the landlord or the Tribunal with a copy of any of the following documentation:
- (a) a court DVO as defined in section 4 of the *Domestic and Family Violence Act 2007*;
  - (b) an injunction under section 68B(1)(a) or (b) or 114(1)(a) of the *Family Law Act 1975* (Cth);
  - (c) a certificate in the approved form provided by a person with an occupation prescribed by regulation.
- (2) Documentation provided under subsection (1) conclusively establishes that the tenant or other occupant has experienced domestic violence.

**6 Section 12 replaced**

Section 12

*repeal, insert*

**12 Vicarious liability of tenant**

- (1) Subsections (2) and (3) have effect as terms of a tenancy agreement.
- (2) A tenant is responsible under a tenancy agreement for an act or omission of a person, other than a co-tenant, who:
  - (a) is on the tenant's premises with the consent of the tenant; and
  - (b) performs or omits to perform any act that, if it had been an act or omission of the tenant, would have been a breach of the agreement.
- (3) A tenant is not responsible for a breach of a tenancy agreement under subsection (2) if:
  - (a) the person who performs or omits to perform the act is in a domestic relationship as defined in section 9 of the *Domestic and Family Violence Act 2007* with the tenant; and
  - (b) the act is an act of domestic violence; and
  - (c) it is reasonable in all the circumstances for the tenant not to be taken to be responsible under the agreement for the act or omission because the tenant or another occupant of the premises has experienced domestic violence.
- (4) If, in accordance with subsection (3), a tenant is not responsible for an act or omission under subsection (2), the landlord may bring a claim against the perpetrator of the domestic violence for any act or omission performed on the premises by the perpetrator that, but for subsection (3), would have been a breach of the tenancy agreement for which the tenant is responsible.
- (5) A claim under subsection (4) may be brought:
  - (a) in the case of a small claim – under the *Small Claims Act 2016*; or
  - (b) otherwise – in the Local Court.
- (6) Nothing in this section makes a tenant criminally responsible for an act or omission of another person.

**7 Sections 18A and 18B inserted**

Before section 19, in Part 4

*insert*

**18A Applying for a tenancy**

- (1) The Commissioner may, in writing, approve a class of information or documents relating to prospective tenants that a landlord may require a prospective tenant to provide in support of an application for a tenancy of residential premises.
- (2) If a landlord requires a prospective tenant to apply for a tenancy, the landlord must not require the tenant to provide any information or a document that is not approved by the Commissioner under subsection (1).
- (3) A landlord commits an offence if the landlord contravenes subsection (2).

Maximum penalty      20 penalty units.

- (4) Within 5 business days of entering into a tenancy agreement or deciding not to enter into a tenancy agreement, a landlord must destroy any information or documents the landlord received from any applicant for the tenancy who did not become a party to a tenancy agreement with the landlord.

**18B Keeping of tenant information**

- (1) A landlord who holds information or documents received from a tenant in relation to a tenancy must take steps that are reasonable in the circumstances to protect the information and documents:
  - (a) from misuse, interference or loss; and
  - (b) from unauthorised access, modification or disclosure.
- (2) A landlord must remove or destroy any information or document the landlord holds in relation to a tenant 3 years after termination of the tenancy, unless the information or document is required as evidence in a proceeding in relation to the tenancy.
- (3) A tenant may request a landlord to give the tenant a copy of any information or documents relating to the tenant that are held by the landlord.



- (4) Within 5 business days of receiving a request under subsection (3), the landlord must give the tenant a copy of the information and documents requested.
- (5) A tenant may request the landlord to amend or remove any inaccurate information or destroy any inaccurate document the landlord holds in relation to the tenant.
- (6) Within 28 days of receiving a request under subsection (5), the landlord must amend or remove the inaccurate information or destroy the inaccurate document as requested, if the request is reasonable in the circumstances.
- (7) A landlord commits an offence if the landlord contravenes subsection (1), (2), (4) or (6).

Maximum penalty: 20 penalty units.

- (8) If this section and a provision of Part 14 applies to the same information, the provision of Part 14 prevails to the extent of any inconsistency.

#### **8 Section 23 repealed (Landlord cannot charge tenant for cost of preparing agreement)**

Section 23

*repeal*

#### **9 Section 24 amended (Landlord cannot impose extra charges or liabilities)**

- (1) Section 24(1) and (2)

*omit, insert*

- (1) A landlord must not require or accept any payment or amount from a tenant or prospective tenant, other than the following:
  - (a) rent;
  - (b) a security deposit;
  - (c) another payment or amount expressly permitted or required by or under this Act.

Maximum penalty: 20 penalty units.

---

(2) Without limiting subsection (1), the following payments are prohibited by this Act:

- (a) payment for the preparation, extension, renewal or operation of a tenancy agreement, other than in accordance with an express provision of this Act;
- (b) an amount paid as consideration for an option to enter into an agreement for premises.

(2) Section 24(2A)

*omit*

requiring

*insert*

accepting

(3) Section 24(3)

*omit, insert*

(3) In relation to a tenancy or the renewal or extension of a tenancy, a landlord must not require a tenant to:

- (a) provide the landlord a guarantee or indemnity under a tenancy agreement, other than by way of a bond; or
- (b) otherwise enter into a contract of insurance, guarantee or other agreement, other than by way of a bond.

Maximum penalty: 20 penalty units.

*Note for section 24*

*A landlord is vicariously liable in most circumstances for the actions of the landlord's agent or staff of the landlord's agent.*

## **10 Section 38A inserted**

Before section 39, in Part 6, Division 2

*insert*

### **38A Amount of rent charged**

(1) A landlord must not offer a tenancy of residential premises to a tenant, or to generally advertise residential premises to tenants, for a rent that is not a fixed amount.

- (2) A landlord commits an offence if the landlord contravenes subsection (1).

Maximum penalty: 20 penalty units.

- (3) Subject to subsection (4), a landlord must not require a tenant to pay, or accept from a tenant, rent that is higher than the fixed amount the landlord offered or advertised for the tenancy of residential premises in accordance with subsection (1).

Maximum penalty: 20 penalty units.

- (4) A landlord may require a tenant to pay rent that is higher than the amount offered or advertised for in accordance with subsection (1) if:

- (a) the tenancy agreement contains terms that grant additional services or benefits to the tenant that were not offered when the landlord offered or advertised the rent in accordance with subsection (1); and
- (b) the additional rent so charged represents a reasonable and proportionate additional amount given the nature of those services or benefits.

*Examples for subsection (4)*

1 *Gardening.*

2 *Exclusive use of a part of a premises not included in the initial offer.*

- (5) This section does not apply to a rent increase under section 41.
- (6) This section does not prevent a landlord from withdrawing a premises from the market and re-advertising the premises for a higher rent not less than 1 month after the day the premises are withdrawn from the market.

## **11 Sections 44 and 45 repealed**

Sections 44 and 45

*repeal*

---

**12 Section 49 amended (Premises to be secure)**

Section 49(2) and (3)

*omit, insert*

- (2) It is a term of a tenancy agreement that the landlord will not, without the consent of the tenant:
- (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.
- (3) A landlord commits an offence if the landlord contravenes the term of a tenancy agreement incorporated by subsection (2), unless the landlord has a reasonable excuse.

Maximum penalty: 100 penalty units.

- (4) It is a term of a tenancy agreement that if the landlord alters a lock or security device on, or adds a lock or security device to, the premises or ancillary property without the consent of the tenant, the landlord must give the tenant a key to the lock or security device within 24 hours of doing so.
- (5) A landlord commits an offence if the landlord contravenes the term of a tenancy agreement incorporated by subsection (4), unless the landlord has a reasonable excuse.

Maximum penalty: 100 penalty units.

- (6) A tenant may advise the landlord in writing not to give a key to the premises to a nominated person if the tenant, or another occupant of the premises, is under a reasonable apprehension of experiencing domestic violence from the nominated person.
- (7) If a landlord is required to provide a key to premises to any person other than a tenant in order to carry out an obligation under this Act or a tenancy agreement, the landlord must not give the key to any person nominated under subsection (6).

**13 Section 50 repealed (Landlord must not change locks)**

Section 50

*repeal*

---

**14 Sections 52 and 53 replaced**

Sections 52 and 53

*repeal, insert*

**52 Tenant's right to alter locks or security devices**

- (1) It is a term of a tenancy agreement that the tenant may do either of the following with the consent of the landlord:
  - (a) alter or remove a lock or security device on the premises or ancillary property;
  - (b) add a lock or security device to the premises or ancillary property.
- (2) It is a term of a tenancy agreement that the tenant may do either of the following without the consent of the landlord if the tenant has a reasonable excuse for not seeking the landlord's prior consent:
  - (a) alter or remove a lock or security device on the premises or ancillary property;
  - (b) add a lock or security device to the premises or ancillary property.
- (3) It is a term of a tenancy agreement that if the tenant alters a lock or security device on, or adds a lock or security device to, the premises or ancillary property, the tenant must give the landlord a key to the lock or security device within 2 business days after making the alteration or addition, unless the landlord consents to the tenant doing otherwise.
- (4) Subject to subsection (5), a tenant commits an offence if the tenant contravenes subsection (3).

Maximum penalty: 20 penalty units.

- (5) A tenant is not required to comply with subsection (3) if the landlord has committed, or if the tenant or another occupant of the premises believes on reasonable grounds that the landlord may commit, domestic violence against the tenant or another occupant of the premises.

---

**15 Section 55 amended (Alteration of premises or ancillary property)**

(1) Section 55(1)

*omit, insert*

(1) It is a term of a tenancy agreement that the tenant must not make an alteration or addition to the premises or ancillary property unless either of the following applies:

- (a) the landlord has provided written consent to the alteration or addition;
- (b) the alteration or addition is authorised or required by this Act, another law of the Territory or a law of the Commonwealth.

(2) After section 55(3)

*insert*

(4) This section does not apply to a modification to which section 55A applies.

**16 Section 55A inserted**

After section 55

*insert*

**55A Minor modifications permitted for safety or security purposes**

(1) It is a term of a tenancy agreement that a tenant may make a safety or security modification to the premises.

(2) Subject to subsection (5), before making a safety or security modification to the premises, the tenant must obtain the landlord's consent to the modification.

(3) A landlord who receives a request for consent under subsection (2) must:

- (a) consider the request without delay; and
- (b) grant or refuse the request within 10 business days of receiving the request.

- (4) Consent sought under subsection (2):
- (a) must not be unreasonably refused; and
  - (b) if not granted or refused within the time specified in subsection (3) is taken to have been granted immediately after the expiry of that period; and
  - (c) may be granted subject to reasonable conditions.

*Example for subsection (4)(c)*

*The landlord consents to a modification that represents an enhancement to the premises and agrees to pay or partially pay for the modification on the condition that the modification is left in place at the end of the tenancy.*

- (5) A tenant may make a safety or security modification without obtaining the landlord's consent if the safety or security modification is required urgently due to an immediate safety or security issue.
- (6) If the tenant makes a safety or security modification without obtaining the landlord's consent in accordance with subsection (5), the tenant must notify the landlord of the safety or security modification within 2 business days of the modification being commenced.
- (7) The Tribunal may, on the application of the tenant, declare that:
  - (a) the landlord's refusal to grant the tenant consent for the safety or security modification under subsection (3)(b) was unreasonable; or
  - (b) a condition imposed under subsection (4)(c) is unreasonable.
- (8) If the Tribunal declares the landlord's refusal to grant consent is unreasonable under subsection (7)(a), the Tribunal may, by order, authorise the tenant to carry out the safety or security modification to the premises in accordance with any conditions the Tribunal considers appropriate.
- (9) If the Tribunal declares a condition imposed under subsection (7)(b) unreasonable, the Tribunal may, by order:
  - (a) vary or revoke the condition; and
  - (b) impose any new condition for carrying out the safety or security modifications to the premises that the Tribunal considers appropriate.

- (10) A tenant who carries out a safety or security modification to the premises must restore the premises to its original condition before giving up possession of the premises, unless the landlord consents to the premises not being restored.

*Example for subsection (10)*

*If the tenant changed the window dressings, the tenant must remove tenant's window dressings and reinstall the original window dressings provided by the landlord.*

- (11) In this section:

**safety or security modification** means any of the following:

- (a) installation of a security camera or alarm system;
- (b) securing an item of furniture to a wall;
- (c) replacing window dressings;
- (d) any similar modification, other than a matter to which section 52 applies.

*Note for section 55A*

*See also the Anti-Discrimination Act 1992 and the Disability Discrimination Act 1992 (Cth).*

## **17 Section 74A inserted**

After section 74

*insert*

### **74A Authorisation to enter to produce images and videos and limitation on use of images and video**

- (1) The landlord may enter the premises or ancillary property in accordance with section 74 to capture images or video of the premises for use in advertising the premises or ancillary property for sale or lease.
- (2) The landlord must not publish or publicly display any image or video captured in accordance with subsection (1) to which either of the following apply, unless the landlord obtains the consent of the tenant:
  - (a) the image or video shows a possession of the tenant that:
    - (i) directly identifies the tenant or another occupant of the premises; or



- (ii) reveals sensitive information about the tenant or another occupant of the premises; or
  - (iii) is valuable and would increase the risk of theft at the premises; or
  - (iv) it would be unreasonable to expect the tenant to remove or conceal;
- (b) the image or video may identify the tenant or another occupant of the premises who has experienced domestic violence or is at risk of domestic violence.
- (3) Before giving consent under subsection (2), the tenant may request the landlord to make the images or video available for review before the images or video are published or displayed.
- (4) A landlord must not publish or publicly display any images or video referred to in subsection (2) before the tenant has given written consent to the landlord for the images or video to be published or displayed.
- Maximum penalty: 20 penalty units.
- (5) Consent of a tenant under this section is valid for 12 months, or any lesser period specified in writing by the tenant.

**18 Section 89 amended (Periodic tenancy, other than for breach)**

Section 89

*omit*

42

*insert*

60

**19 Section 90 amended (Fixed term tenancy)**

Section 90

*omit*

14

*insert*

60

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**20 Section 92A inserted**

After section 92

*insert*

**92A If domestic violence experienced**

- (1) A tenant may terminate the tenant's interest in a tenancy immediately (or on a later specified date) by giving written notice to the landlord and any co-tenants in the approved form if the tenant or a dependent of the tenant has experienced domestic violence.
- (2) A tenant who terminates their interest in a tenancy agreement under this section is not liable under the tenancy agreement after the termination date but continues to be liable for any liabilities that have been accrued by the tenant under the tenancy agreement immediately before the termination.
- (3) The landlord or a co-tenant may apply to the Tribunal for a declaration of the rights and liabilities between the co-tenants that have accrued under the tenancy agreement immediately before the termination under subsection (1).
- (4) A tenancy agreement remains in place in respect of any remaining co-tenant after a termination under subsection (1) unless all remaining co-tenants elect to terminate the tenancy.
- (5) An election under subsection (4) must be given to the landlord in the approved form within 7 days after the termination takes effect in accordance with subsection (1).
- (6) Section 101(2) and (3) do not apply to a termination under this section.

**21 Section 99 amended (Hardship)**

After section 99(2)

*insert*

- (3) In this section:

***undue hardship*** includes:

- (a) financial hardship; and
- (b) risk to physical, psychological or mental health or to safety.

---

**22 Section 103 amended (Tenant to give vacant possession)**

- (1) Section 103, before "If"
- insert*
- (1)
- (2) Section 103, at the end
- insert*
- (2) If a landlord gives a tenant notice of termination under section 89 or 90, the tenant may terminate the tenancy before the date stated in the notice of termination:
- (a) by written notice to the landlord stating an earlier date; and
- (b) by giving up vacant possession of the premises on the date stated in the tenant's notice under paragraph (a).
- (3) If the tenant gives up vacant possession in accordance with subsection (2), the tenancy terminates on the day possession is given up.

**23 Section 122 amended (Compensation and civil penalties)**

- (1) Section 122(5)(b)(ii)
- omit*
- payable.
- insert*
- payable; or
- (2) After section 122(5)(b)
- insert*
- (c) in respect of a termination of a fixed term tenancy before the end of the tenancy agreement, ordering the payment by the tenant of more than:
- (i) if less than half of the agreed term of the tenancy agreement has elapsed – 28 days rent; or
- (ii) otherwise – 14 days rent.

(3) After section 122(5)

*insert*

(6) For subsection (5)(c), an order may only be made to the extent the landlord establishes an actual loss, having regard to the landlord's obligation to mitigate its losses.

**24 Section 128 amended (Listing can be made only for particular breaches by particular persons)**

(1) Section 128(1)(c)

*omit, insert*

(ba) the person was a tenant at the time of the breach; and

(c) at least one of the following applies:

(i) the person agreed in writing to the listing;

(ii) the Tribunal found that the person personally breached the tenancy agreement and, because of that breach:

(A) the person owed the landlord an amount of money that was more than the security deposit; or

(B) the Tribunal made an order terminating the tenancy agreement; and

(2) After section 128(3)

*insert*

(4) A person commits an offence if the person:

(a) is a landlord or database operator; and

(b) while a tenancy agreement is in place, threatens to list personal information about a tenant in a tenancy database.

Maximum penalty: 20 penalty units.

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

---

**25 Section 129 amended (Further restriction on listing)**

Section 129(1)(a)(i), after "information"

*insert*

in the approved form

**26 Section 134 amended (Powers of Tribunal)**

After section 134(2)

*insert*

(2A) Without limiting subsection (2)(b), the Tribunal may order a database operator to remove personal information about a person who previously agreed to its inclusion under section 128(1)(c)(i), if the person:

- (a) has experienced domestic violence; and
- (b) is not personally responsible for the breach of the tenancy agreement that gave rise to the listing.

**27 Section 154 replaced**

Section 154

*repeal, insert*

**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:

- (a) delivered personally to the person; or
- (b) left at the person's usual or last known place of residence or business with a person apparently over the age of 16 years and apparently residing or employed at that place; or
- (c) sent by post addressed to the person's usual or last known place of residence or business; or
- (d) in the case of a body corporate:
  - (i) for a company within the meaning of the *Corporations Act 2001* (Cth) – by serving it in accordance with section 109X of that Act; or

- (ii) for a registered body within the meaning of the *Corporations Act 2001* (Cth) – by serving it in accordance with section 601CX of that Act; or
- (e) given by electronic communication in accordance with the *Electronic Transactions (Northern Territory) Act 2000*.

**28 Parts 16A to 16C repealed**

Parts 16A, 16B and 16C

*repeal*

**29 Part 17 heading amended**

Part 17, heading

*omit*

**Regulations**

*insert*

**Miscellaneous matters****30 Section 157A inserted**

Before section 158, in Part 17

*insert*

**157A Approved forms**

- (1) The Commissioner may approve forms for this Act.
- (2) The Commissioner must publish an approved form.

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**31 Part 18, Division 7 inserted**

After section 175

*insert*

**Division 7 Transitional Matters for Residential Tenancies  
Legislation Amendment Act 2023****176 Definition**

In this Division:

***amending Act*** means the *Residential Tenancies Legislation Amendment Act 2023*.

**177 Saving of section 45**

Section 45 continues to apply after the commencement of section 11 of the amending Act to enable the Tribunal to hear and determine an application in relation to a tenancy agreement that was entered into before the repeal of section 44 by the amending Act.

**178 Application of amendment to section 89**

The amendment to section 89 by the amending Act:

- (a) subject to paragraph (b), does not apply to a tenancy agreement entered into before the commencement of section 18 of the amending Act; and
- (b) applies in respect of a periodic tenancy established in accordance with section 83 after the commencement of section 18 of the amending Act in respect of a fixed term tenancy agreement that was in force immediately before the commencement.

**179 Application of amendment to section 90**

The amendment to section 90 by the amending Act:

- (a) subject to paragraph (b), does not apply to a tenancy agreement entered into before the commencement of section 19 of the amending Act; and
- (b) applies to a tenancy agreement for a subsequent fixed term tenancy agreed to after the commencement of section 19 of the amending Act.

**180 Application of amendment to section 128**

- (1) The amendments to section 128(1) by the amending Act also apply to personal information that was entered into a tenancy database in the 3 years immediately before the commencement of section 24 of the amending Act.
- (2) For subsection (1), a database operator must, within 3 months after the commencement of section 24 of the amending Act, review the tenancy database and remove any entries that do not comply with section 128(1) as in force after that commencement.

**Part 3 Amendment of Residential Tenancies Regulations 2000****32 Regulations amended**

This Part amends the *Residential Tenancies Regulations 2000*.

**33 Regulation 9A inserted**

After regulation 9

*insert*

**9A Domestic violence certification occupations**

For the purposes of section 4A(1)(c) of the Act, the following occupations are prescribed:

- (a) a health practitioner who practices in the medical or psychology professions under the Health Practitioner Regulation National Law;
- (b) a social worker with a qualification endorsed or accredited by the Australian Association of Social Workers;
- (c) a police officer;
- (d) an Australian legal practitioner;
- (e) in charge of a domestic violence support service.

**34 Schedule 1 amended (Offences and penalties)**

- (1) Schedule 1, entries for sections 23, 44(1) and 53(2)  
*omit*



(2)	Schedule 1	
	<i>insert (in numerical order)</i>	
	18A(2) and 18B(1), (2), (4) and (6)	4
	38A(2) and (3)	4
	49(3) and (5)	10
	74A(4)	4
(3)	Schedule 1, after "128(2)"	
	<i>insert</i>	
	and (4)	

### **35 Schedule 2 amended (Residential tenancy agreement)**

(1)	Schedule 2, clause 12(3)	
	<i>omit</i>	
	all words after "to the lock or security device"	
	<i>insert</i>	
	within 24 hours after the alteration or addition.	
(2)	Schedule 2, clause 13(1)	
	<i>omit, insert</i>	
	(1) The tenant may, with the consent of the landlord:	
	(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.	
(3)	Schedule 2, clause 13(2)	
	<i>omit</i>	
	as soon as practicable	
	<i>insert</i>	
	within 2 business days	

- 
- (4) Schedule 2, clause 17  
*omit, insert*
17. Vicarious liability of tenant
- (1) The tenant is responsible for an act or omission of a person, other than a co-tenant, who:
- (a) is on the tenant's premises with the consent of the tenant; and
  - (b) performs or omits to perform any act that, if it had been an act or omission of the tenant, would have been a breach of this agreement.
- (2) A tenant is not responsible for a breach of this agreement if:
- (a) the person who performs or omits to perform the act is in a domestic relationship as defined in section 9 of the *Domestic and Family Violence Act 2007* with the tenant; and
  - (b) the act is an act of domestic violence as defined in section 5 of that Act; and
  - (c) it is reasonable in all the circumstances for the tenant not to be taken to be responsible under this agreement for the act or omission because the tenant or another occupant of the premises has experienced domestic violence.
- (3) A tenant may establish that an act is an act of domestic violence for subclause (2)(b) by providing a document specified by or under section 4A of the Act.

## **Part 4                      Repeal**

### **36                      Repeal of Act**

This Act is repealed on the day after it commences.