

House of Assembly

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South Australia

Residential Tenancies (Miscellaneous) Amendment Bill 2023

A BILL FOR

An Act to amend the *Residential Tenancies Act 1995* and to make related amendments to the *Real Property Act 1886* and the *Residential Parks Act 2007*.

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The Parliament of South Australia enacts as follows:

Part 1—Preliminary

1—Short title

This Act may be cited as the *Residential Tenancies (Miscellaneous) Amendment Act 2023*.

2—Commencement

This Act comes into operation on a day to be fixed by proclamation.

Part 2—Amendment of *Residential Tenancies Act 1995*

3—Amendment of section 3—Interpretation

- (1) Section 3(1)—after the definition of *Commissioner* insert:

controlled drug has the same meaning as in the *Controlled Substances Act 1984*;

- (2) Section 3(1)—after the definition of *domestic services agreement* insert:

drug related conduct means conduct of a kind prescribed by the regulations in relation to a controlled drug;

exempt animal means—

- (a) an assistance animal within the meaning of the *Equal Opportunity Act 1984*; or
- (b) a therapeutic animal within the meaning of section 88A of the *Equal Opportunity Act 1984*;

- (3) Section 3(1), definition of *residential tenancy agreement*—insert at the foot of the definition:

Note—

An agreement under which a person grants another person, for valuable consideration, a right to occupy for residential purposes a building on land (such as a studio or "granny flat") that is located adjacent to or near the primary residence on the land and which the other person has exclusive access to, and possession of, is a residential tenancy agreement.

- (4) Section 3(1), definition of *rooming house*—delete the definition and substitute:

rooming house means residential premises in which 2 or more rooms are available, for valuable consideration, for residential occupation;

- (5) Section 3—after subsection (4) insert:

- (5) For the purposes of this Act—

- (a) a reference to a rooming house is taken to include a reference to a designated rooming house (within the meaning of Part 7 Division 1A); and
- (b) a reference to a rooming house agreement is taken to include a designated rooming house agreement (within the meaning of Part 7 Division 1A); and
- (c) a reference to a rooming house proprietor is taken to include a reference to a designated rooming house proprietor (within the meaning of Part 7 Division 1A).

4—Amendment of section 5—Application of Act

- (1) Section 5(2)—after paragraph (b) insert:

(ba) Section 67B (*Testing and remediation in relation to drug contamination*);

- (2) Section 5(2)—after paragraph (c) insert:

(caa) Section 80A (*Termination by landlord on ground of drug contamination*);

5—Amendment of section 35—Special powers to make orders

Section 35(2)—delete "legally qualified" and substitute:

a legally qualified member (within the meaning of the *South Australian Civil and Administrative Tribunal Act 2013*)

6—Amendment of section 47A—Prospective tenant to be notified of sale of premises

Section 47A—after its present contents insert:

Maximum penalty: \$20 000.

Expiation fee: \$1 200.

7—Amendment of section 47B—Prospective tenant—requirements relating to provision of information

- (1) Section 47B(1)—delete "a prospective tenant to disclose" and substitute:
the provision of
- (2) Section 47B(1)—after "information" insert:
from a prospective tenant or any other person (except in prescribed circumstances)
- (3) Section 47B—after subsection (2) insert:
 - (2a) A prospective tenant must not give a landlord, or an agent of a landlord, false information or a falsified document in connection with an application to enter a residential tenancy agreement.
Maximum penalty: \$20 000.
Expiation fee: \$1 200.

8—Insertion of section 47C

After section 47B insert:

47C—Advertising premises and misleading etc conduct

- (1) A landlord, or an agent of a landlord, who advertises or otherwise offers premises for rent under a residential tenancy agreement must display or distribute the prescribed information relating to the agreement in accordance with the requirements determined by the Commissioner.
Maximum penalty: \$35 000.
Expiation fee: \$2 000.
- (2) A landlord, or an agent of a landlord, must not induce a tenant to enter into a residential tenancy agreement by any statement, representation or promise that the landlord or agent knows to be false, misleading or deceptive or by knowingly concealing a material fact of a kind prescribed by the regulations.
Maximum penalty: \$35 000.
Expiation fee: \$2 000.

9—Amendment of section 48—Information to be provided by landlords to tenants

- (1) Section 48(1)(a)—before "address" insert:
postal or email
- (2) Section 48(1)(b)—before "address" first occurring insert:
postal or email

- (3) Section 48(1)—after paragraph (e) insert:
 - (ea) if electricity is supplied to the premises via a connection point that is part of an embedded network—the prescribed information relating to the supply of electricity; and
- (4) Section 48(1), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$20 000.
- (5) Section 48(1), expiation fee—delete the expiation fee and substitute:

Expiation fee: \$1 200.
- (6) Section 48(3)(a)—before "address" insert:

postal or email
- (7) Section 48(3)(b)—before "address" first occurring insert:

postal or email
- (8) Section 48(3), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$20 000.
- (9) Section 48(3), expiation fee—delete the expiation fee and substitute:

Expiation fee: \$1 200.
- (10) Section 48(4)—before "address" insert:

postal or email
- (11) Section 48(4), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$20 000.
- (12) Section 48(4), expiation fee—delete the expiation fee and substitute:

Expiation fee: \$1 200.
- (13) Section 48—after subsection (4) insert:
 - (5) In this section—

embedded network has the same meaning as in the *National Electricity Rules*.

10—Amendment of section 49—Residential tenancy agreements

- (1) Section 49(1)(b)(i)—before "address" insert:

postal or email
- (2) Section 49(1)(b)(ii)—before "address" first occurring insert:

postal or email
- (3) Section 49(3), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.
- (4) Section 49(3), expiation fee—delete the expiation fee and substitute:

Expiation fee: \$1 200.

- (5) Section 49(5), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (6) Section 49(5), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.
- (7) Section 49(6), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$35 000.
- (8) Section 49(6), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$2 000.

11—Amendment of section 51—False information from tenant

Section 51, penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$20 000.

12—Amendment of section 52—Discrimination against tenants with children

- (1) Section 52(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 52(2), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.

13—Amendment of section 53—Permissible consideration for residential tenancy

- (1) Section 53(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
Expiation fee: \$1 500.
- (2) Section 53(2)(b)—delete paragraph (b) and substitute:
 - (b) if the consumption of water at the premises is separately metered, the landlord may require the tenant to reimburse the landlord for rates and charges for water consumption that are based on the amount of water used at the premises pursuant to the residential tenancy agreement or a collateral agreement; and

14—Amendment of section 54—Rent in advance

- (1) Section 54(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 54(1), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.
- (3) Section 54(2), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (4) Section 54(2), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.

- (5) Section 54(3), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

- (6) Section 54(3), expiation fee—delete the expiation fee and substitute:

Expiation fee: \$1 200.

15—Amendment of section 55—Variation of rent

- (1) Section 55—after subsection (2a) insert:

(2b) However, an increase of rent under subsection (2a) must be at least 12 months after the date on which the residential tenancy agreement was entered into or, if there has been a previous increase of rent under this section, the last increase.

- (2) Section 55(7)—after "parties" insert:

(whether on the same terms or otherwise)

16—Amendment of section 56—Excessive rent

- (1) Section 56—after subsection (1) insert:

(1a) If an application under subsection (1) is made on the basis of an increase of rent under section 55, the application must be made within 90 days after the notice of increased rent is given.

- (2) Section 56(2)—after paragraph (fb) insert:

(fc) without limiting paragraph (fb), if the rent has been increased—whether the increase was disproportionate considering the amount of rent payable; and

- (3) Section 56(5), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

Expiation fee: \$1 500.

17—Amendment of section 56A—Manner of payment of rent

- (1) Section 56A, heading—after "Manner" insert:

etc

- (2) Section 56A—delete "permit a tenant to pay rent under the agreement by at least 1 means that does not involve the payment of cash by the tenant or the collection of rent from the tenant by a third party who charges a fee, payable by the tenant, for the collection service" and substitute:

ensure that rent may be paid by the tenant under the agreement in a reasonably convenient manner and, in particular, must permit the tenant to pay by at least 1 means that is electronic and does not involve the collection of rent from the tenant by a third party who charges a fee for the collection service

- (3) Section 56A, penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

- (4) Section 56A, expiation fee—delete the expiation fee and substitute:
Expiation fee: \$2 000.
- (5) Section 56A—after its present contents as amended by this section (now to be designated as subsection (1)) insert:
 - (2) A person must not charge or receive from a tenant a fee for the payment of rent by, or collection of rent from, the tenant.
Maximum penalty: \$35 000.
Expiation fee: \$2 000.

18—Amendment of section 57—Landlord's duty to keep proper records of rent and other payments

- (1) Section 57(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$20 000.
- (2) Section 57(1), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.
- (3) Section 57(2), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.

19—Amendment of section 58—Duty to provide statement or give receipt for rent

- (1) Section 58(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 58(1), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.
- (3) Section 58(2), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (4) Section 58(2), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.

20—Amendment of section 61—Bond

- (1) Section 61(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$35 000.
Expiation fee: \$2 000.
- (2) Section 61—after subsection (1) insert:
 - (1a) A bond must—
 - (a) be paid to the Commissioner or the landlord in the manner and form approved by the Commissioner; and
 - (b) be accompanied by the information determined by the Commissioner.

- (1b) For the purposes of this section, a payment of an amount by way of a bond to a landlord's agent will be taken to be a payment to the landlord.

21—Amendment of section 62—Receipt of bond and transmission to Commissioner

- (1) Section 62(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 62(1), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.
- (3) Section 62(2)—after "Commissioner" insert:
in the manner and form approved by the Commissioner and accompanied by the information determined by the Commissioner
- (4) Section 62(2), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$35 000.
- (5) Section 62(2), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$2 000.
- (6) Section 62—after subsection (2) insert:
- (3) If the Commissioner receives an amount by way of a bond for a residential tenancy agreement from a person who is not the landlord, the Commissioner must, as soon as is reasonably practicable after receiving the amount, notify the landlord or the landlord's agent (as determined by the Commissioner) of the receipt of the amount in accordance with the regulations.
- (4) If the Commissioner receives an amount apparently by way of a bond and the Commissioner is satisfied that the amount is not within the ambit of the definition of a bond under this Act, the Commissioner may refund the amount in accordance with the regulations.

22—Amendment of section 63—Repayment of bond

- (1) Section 63(2)(a)—after "a" insert:
manner and
- (2) Section 63(4)—delete "ten days" and substitute:
the prescribed period
- (3) Section 63(5)—delete "10 days" and substitute:
the prescribed period
- (4) Section 63(7)(d)(ii)(A)—delete "ten days" and substitute:
the prescribed period
- (5) Section 63(9)(d)(i)—delete "ten days" and substitute:
the prescribed period

- (6) Section 63—after subsection (11) insert:
- (12) For the purposes of the payment of an amount of a bond under this section, the Registrar may disclose to the Commissioner the details of a decision or order given or made by the Tribunal the disclosure of which would otherwise be contrary to a direction or order of the Tribunal.
- (7) Section 63(13)(c)—delete "the tenant is the" and substitute:
- each tenant is a
- (8) Section 63(13)(c)—delete "the tenant, the landlord is the respondent" and substitute:
- a tenant, the landlord and any other tenant are the respondents
- (9) Section 63—after subsection (13) insert:
- (14) Despite any provision of this section, the following provisions apply to the repayment of a bond under a residential tenancy agreement where there are co-tenants, other than if the whole amount of the bond is to be paid to the landlord:
- (a) if the application proposes that none of the bond is to be paid to the landlord and the landlord agrees to the application—
- (i) in the case of an application that proposes that the bond be paid to the co-tenants in shares that are not equal and each co-tenant consents to their share as proposed—the Commissioner must pay the bond as specified in the application; or
- (ii) in the case of an application that proposes that the bond be paid to the co-tenants in equal shares—the Commissioner must pay the bond to all co-tenants in equal shares;
- (b) if the application proposes the payment of a specified amount of the bond to the landlord and the balance to the co-tenants, and the amount proposed to be paid to the landlord is agreed to by the landlord—
- (i) in a case where the balance payable to the co-tenants is to be paid in shares that are not equal and each co-tenant consents to their share as proposed—the Commissioner must pay the bond as specified in the application; or
- (ii) in a case where the balance payable to the co-tenants is to be paid in equal shares and at least 1 of the co-tenants consents—the Commissioner may pay the bond as specified in the application.
- (15) If the Commissioner acts under subsection (14) in relation to an application, the application is not liable to be disputed.

- (16) Despite any provision of this section, an application by or on behalf of a landlord for the payment of the whole or a specified amount of a bond to the landlord must be made—
- (a) within the prescribed period after the end of the tenancy to which the bond relates; and
 - (b) in the manner and form determined by the Commissioner.
- (17) The regulations may modify or disapply a provision of this section for the purposes of an electronic system approved by the Commissioner for the repayment of bonds.

23—Amendment of section 65—Quiet enjoyment

Section 65(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

24—Amendment of section 66—Security of premises

- (1) Section 66(1)—delete "It" and substitute:

Subject to this Division, it

- (2) Section 66(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

- (3) Section 66(3), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

25—Insertion of sections 66A and 66B

After section 66 insert:

66A—Altering locks etc for premises in certain circumstances

- (1) If—

- (a) a tenant under a residential tenancy agreement is excluded from the premises because of an order of a prescribed kind relating to domestic abuse or personal safety (a *relevant order*); and
- (b) a person to whom a relevant order relates in a manner prescribed by the regulations (a *protected person*) is also a party to the residential tenancy agreement or has been living at the premises as their primary place of residence,

the protected person may alter any lock or security device of the premises, whether or not the protected person is a party to the residential tenancy agreement.

- (2) As soon as practicable after a protected person alters a lock or security device, the protected person must—

- (a) give the landlord or landlord's agent—

- (i) a key to the lock or security device; and

- (ii) either a certified extract or a copy of the relevant order; and
- (b) give a key to the lock or security device to the parties to the residential tenancy agreement, other than the tenant excluded from the premises.
- (3) A landlord or landlord's agent must not disclose a certified extract or a copy of a relevant order received under this section except in accordance with the regulations.

Maximum penalty: \$50 000.

Expiation fee: \$2 000.

66B—Application to Tribunal to alter etc locks or security devices without consent

- (1) If a tenant under a residential tenancy agreement believes that the landlord is unreasonably withholding their consent contrary to the term of the agreement set out in section 66(1)(c), the tenant may apply to the Tribunal for a determination that the consent of the landlord to the alteration, removal or addition of a lock or security device is not required.
- (2) If, after giving each party an opportunity to be heard, the Tribunal determines that consent is not required, the tenant may alter, remove or add the lock or security device without the landlord's consent.

26—Insertion of Part 4 Division 6A

After Part 4 Division 6 insert:

Division 6A—Keeping of pets on premises

66C—Keeping of pets on premises

- (1) A tenant may—
 - (a) keep a pet on premises rented under a residential tenancy agreement with the approval of the landlord; and
 - (b) keep an exempt animal on premises rented under a residential tenancy agreement without the approval of the landlord.
- (2) A tenant may apply to the landlord, or an agent of a landlord, for approval under subsection (1).
- (3) An application under subsection (2) must—
 - (a) be made in a manner and form determined by the Commissioner; and
 - (b) comply with any other requirements set out in the regulations.

- (4) A landlord, or an agent of the landlord, must, within 14 days after receipt of an application under subsection (2), give the tenant a written notice setting out—
 - (a) whether the landlord approves or refuses the tenant’s application; and
 - (b) if the landlord approves the tenant’s application subject to conditions—the conditions of the approval; and
 - (c) if the landlord refuses the tenant’s application—
 - (i) the grounds for the refusal; and
 - (ii) the reasons the landlord believes the grounds for the refusal apply to the application.
- (5) If a landlord, or an agent of the landlord, fails to give the tenant a written notice within the period specified in subsection (4), or gives the tenant a notice that does not comply with that subsection, the landlord will be taken to have given approval to the keeping of the pet specified in the application on the relevant premises.
- (6) An approval under subsection (5) is taken to be subject to any conditions determined by the Commissioner for the purposes of this subsection.
- (7) A landlord may, by notice in writing to the tenant, impose, vary or revoke a condition of an approval given (or taken to be given) at any time.
- (8) An approval given by a landlord, or an agent of the landlord, under this section may be subject to conditions if the conditions—
 - (a) relate only to keeping the pet on the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant under subsection (4) or in a written notice given to the tenant under subsection (7).
- (9) Without limiting subsection (8)(b), the following conditions of an approval are taken to be reasonable:
 - (a) a condition requiring the pet to be effectively restrained while a landlord or an agent of the landlord is entering or at the premises in the exercise of a right of entry to the premises under section 72;
 - (b) if the pet is not a type of pet ordinarily kept inside—a condition requiring the pet to be kept outside on the premises;
 - (c) if the pet is allowed inside the premises—a condition requiring carpets in the premises to be cleaned to a professional standard at the end of the tenancy.

- (10) A condition of a landlord's approval for a tenant to keep a pet on premises is void if the condition—
- (a) would require the tenant to buy goods or services from the landlord or a specified person or business; or
 - (b) would require the tenant to pay an amount in the nature of an incentive (other than rent, a bond or another amount required or authorised to be paid under this or any other Act); or
 - (c) would require the tenant to pay an amount in the nature of a penalty or liquidated damages; or
 - (d) would increase the rent or bond payable by the tenant; or
 - (e) would require any form of security from the tenant.
- (11) This section is in addition to, and does not derogate from, a provision of any other Act or law that relates to the keeping of animals.

66D—Grounds for refusing pets being kept on premises

For the purposes of this Division, the following are the only grounds for a landlord to refuse a tenant's application for approval to keep a pet on premises:

- (a) keeping the pet would exceed a reasonable number of animals being kept on the premises;
- (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
- (c) keeping the pet would pose an unacceptable risk to the health or safety of a person, including, for example, because the pet is venomous;
- (d) keeping the pet would contravene a law;
- (e) keeping the pet would contravene a by-law or rule applying to the premises under this or any other Act or law;
- (f) the tenant has not agreed to the reasonable conditions proposed by the landlord for approval to keep the pet, provided that the conditions are in accordance with section 66C(8) to (10) (inclusive);
- (g) the animal stated in the request is not a pet;
- (h) if the premises is a moveable dwelling premises—keeping the pet would contravene a condition of a licence applying to the premises;
- (i) any other ground prescribed by regulation.

66E—Tenant may seek Tribunal orders

- (1) If a tenant receives a notice under section 66C(4) refusing their application for approval under section 66C(2), the tenant may, in a manner and form determined by the Tribunal, apply to the Tribunal for an order under this section.
- (2) Subject to this section, the Tribunal may, on an application under this section, make 1 or more of the following orders:
 - (a) an order confirming the refusal of approval to the keeping of a pet on premises rented under a residential tenancy agreement;
 - (b) an order varying or revoking a condition of an approval under section 66C;
 - (c) an order permitting a pet to be kept on premises rented under a residential tenancy agreement;
 - (d) such ancillary or other orders as the Tribunal considers appropriate.
- (3) The Tribunal may only make an order under subsection (2)(a) if it is satisfied that it is reasonable to refuse approval to the keeping of a pet in accordance with section 66D.
- (4) Before making an order under subsection (2)(c), the Tribunal must have regard to reasonable conditions proposed by the landlord for approval to keep the pet in accordance with section 66C(8) to (10) (inclusive).
- (5) An order under subsection (2)(a), (c) or (d) remains in force—
 - (a) for the period specified by the Tribunal in the order; or
 - (b) if no such period is specified, until further order by the Tribunal,

whether or not a new residential tenancy agreement is entered in respect of the relevant premises during the period.

66F—Continuation of approval to keep pet on premises

Without limiting section 66E(5), if a pet is authorised to be kept on premises under this Division, the approval to keep the pet on the premises continues for the life of the pet and is not affected by any of the following:

- (a) the ending of a residential tenancy agreement, if the tenant continues occupying the premises under a new agreement;
- (b) a change in the landlord or landlord's agent.

66G—Limitation of landlord's liability

A landlord, or an agent of a landlord, has no additional duty of care to a person arising in relation to an approval under section 66C or an order under section 66E.

27—Insertion of sections 67A and 67B

After section 67 insert:

67A—Occupation of premises that do not comply with minimum housing standards

- (1) Without limiting sections 64, 66, 67, 67B and 68, a landlord under a residential tenancy agreement must ensure that the premises comply with the prescribed minimum housing standards under the *Housing Improvement Act 2016* on or before the day on which the tenant enters into occupation of the premises.

Maximum penalty: \$25 000.

Expiation fee: \$1 200.

- (2) If premises do not comply with the standards referred to in subsection (1) on or immediately after the day on which the tenant enters into occupation of the premises, the tenant may request the landlord to carry out urgent repairs to the premises to ensure that the premises comply with the standards.

67B—Testing and remediation in relation to drug contamination

- (1) If a landlord becomes aware that drug related conduct has occurred on premises subject to, or proposed to be subject to, a residential tenancy agreement, or ancillary property, the landlord must as soon as reasonably practicable give the tenant notice that the premises or ancillary property (or both, as the case requires) will be tested for contamination.
- (2) If a notice is given to a tenant under this section and the landlord has not, within 1 month after giving the notice, conducted testing of the relevant premises in accordance with any requirements of the regulations the landlord is guilty of an offence.

Maximum penalty: \$25 000.

Expiation fee: \$1 200.

- (3) If premises are contaminated according to testing conducted under this section, it is a term of a residential tenancy agreement relating to the premises that the landlord will ensure the contamination is remediated as soon as is reasonably practicable such that the premises comply with the prescribed minimum housing standards under the *Housing Improvement Act 2016*.

28—Insertion of section 68A

After section 68 insert:

68A—Minimum efficiency standards

It is a term of a residential tenancy agreement that the landlord will ensure that the requirements prescribed by the regulations relating to energy and water efficiency are complied with in relation to appliances, fittings or fixtures installed or replaced on or after the commencement of this section by the landlord at the premises.

Note—

This requirement does not apply to appliances, fittings and fixtures that were installed by the landlord on the premises before the day on which this section commences (even though those appliances, fittings and fixtures remain in use on the premises on and after that day) but will apply when those appliances, fittings and fixtures are replaced on or after that day.

29—Amendment of section 69—Tenant's responsibility for cleanliness, damage and loss

Section 69(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

30—Amendment of section 70—Alteration of premises

- (1) Section 70(1a)—delete "that is necessary to ensure the provision of infrastructure or a service of a prescribed kind." and substitute:

—

- (a) that is necessary to ensure the provision of infrastructure or a service of a prescribed kind; or
- (b) that is a minor alteration or addition; or
- (c) if the tenant has a disability within the meaning of the *Equal Opportunity Act 1984*—that is reasonable and necessary for the tenant and would not significantly change, or affect the structure of, the premises; or
- (d) if the tenant has mobility or access needs relating to their age—that is reasonable and necessary for the tenant and would not significantly change, or affect the structure of, the premises.

- (2) Section 70—after subsection (1a) insert:

- (1ab) Without limiting a landlord's right to refuse consent to an alteration or addition, the landlord may refuse consent if—
 - (a) a valid notice of termination has been given to the tenant in connection with an imminent change of possession, use or ownership of the premises; or
 - (b) the alteration or addition—
 - (i) would significantly change the premises; or

- (ii) would require modifications to other premises or a part of the premises that the tenant uses in common with the landlord or another tenant of the landlord; or
 - (iii) would result in noncompliance with any other Act or law; or
 - (c) any action required to restore the premises to the condition the premises were in immediately before the alteration or addition is not reasonably practicable in the circumstances.
- (3) Section 70—after subsection (2) insert:
- (2a) Unless otherwise agreed between the landlord and the tenant—
 - (a) the cost of an alteration or addition to the premises made by the tenant is to be borne by the tenant; and
 - (b) at the end of the tenancy, the tenant must return the premises to its former state as if the alteration or addition had not been made.
 - (2b) Subsection (2a) applies regardless of whether the alteration or addition was made pursuant to a consent of the landlord or otherwise.

31—Amendment of section 71A—Sale of residential premises

Section 71A—after subsection (2) insert:

- (3) A landlord who, without reasonable excuse, contravenes a term of the agreement arising under this section is guilty of an offence.
Maximum penalty: \$20 000.
Expiation fee: \$1 200.

32—Amendment of section 72—Right of entry

- (1) Section 72(1)(c)(i)—delete "once each 4 weeks" and substitute:
4 times in a year (or, if an order of the Tribunal has permitted otherwise under subsection (5c), in accordance with that order)
- (2) Section 72(1)(c)(ii)—delete "14" and substitute:
28
- (3) Section 72(1)(g)(ii)—delete "of which the tenant has been given reasonable notice" and substitute:
as ordered by the Tribunal, on application by the landlord, if the Tribunal is satisfied that the tenant is unreasonably withholding their agreement
- (4) Section 72—after subsection (5) insert:
 - (5a) For the purposes of subsection (1)(c), (ca), (f), (g) and (h), the regulations may prescribe requirements relating to the production, distribution or publication of documents or records in connection with the relevant entry onto the premises.

- (5b) A landlord who contravenes a requirement under subsection (5a) is guilty of an offence.
Maximum penalty: \$25 000.
Expiation fee: \$1 200.
- (5c) The Tribunal may, on application by the landlord or an agent of the landlord, order that the landlord or agent is permitted to inspect the premises more than 4 times in a year if the Tribunal is satisfied that such an order is necessary because of the state of the premises or any other prescribed circumstance.

33—Amendment of section 73—Statutory charges

- (1) Section 73(1)—delete "It" and substitute:
Subject to this Division, it
- (2) Section 73(2)—delete subsections (2) and (3) and substitute:
- (2) Subject to subsections (3) to (5) (inclusive)—
- (a) rates and charges for a prescribed service are to be borne as agreed between the landlord and tenant; or
- (b) in the absence of an agreement, the following provisions apply:
- (i) if the consumption of the prescribed service to the premises is separately metered—
- (A) rates and charges for the prescribed service that are based on the level of consumption at the premises are to be borne by the tenant; and
- (B) rates and charges for the prescribed service that are not based on the level of consumption at the premises are to be borne by the landlord;
- (ii) in any other case—rates and charges for the prescribed service are to be borne by the landlord.
- (3) A tenant is not required to pay rates and charges for a prescribed service in accordance with subsection (2) if the landlord fails to provide a copy of the invoice for those rates and charges within 30 days of the issue of the invoice by the authority responsible for the supply of the prescribed service.
- (3) Section 73(4)—delete "subsection (2)(b)(i)" and substitute:
subsection 2(b)(i)(A) in relation to the consumption of water at the premises
- (4) Section 73(5)—delete "billing period in" first occurring and substitute:
period to which an invoice applies for
- (5) Section 73(5)—delete "billing period in" second occurring and substitute:
invoice period for

- (6) Section 73(6)—before the definition of *proportionate water security rebate amount* insert:

prescribed service—each of the following is a prescribed service:

- (a) the supply of electricity;
 - (b) the supply of gas;
 - (c) the supply of water;
 - (d) the supply of a service of a kind prescribed by the regulations;
- (7) Section 73(6), definition of *water security rebate amount*—delete "water supply to" and substitute:

consumption of water at

34—Insertion of sections 73A and 73B

After section 73 insert:

73A—Agreements relating to installation of solar energy systems

- (1) A landlord and tenant in respect of a residential tenancy agreement may enter into an agreement under which the tenant is liable for an amount in relation to the costs and charges for the installation of a solar energy system for the premises.
- (2) In this section—

solar energy system means—

- (a) a solar photovoltaic system; or
- (b) a solar hot water system; or
- (c) a solar battery system; or
- (d) any combination of a system or systems referred to in paragraphs (a) to (c); or
- (e) any ancillary equipment related to a system referred to in paragraphs (a) to (d).

73B—Excessive water usage charges

- (1) Subject to this section, if a tenant has been charged for excessive usage of water at the premises caused by a fault in water infrastructure or equipment (both within the meaning of the *Water Industry Act 2012*), or other appliances, fittings or fixtures relating to water supply, on or connected to the premises, the landlord is liable for that part of the excessive usage charge that is additional to an amount of ordinary water usage by the tenant.

Example—

Excessive usage charges caused by a leak in the underground pipe of a water service connected to premises.

- (2) A landlord is not liable for excessive usage charges under subsection (1) unless—
 - (a) the tenant notified the landlord, as soon as practicable, of—
 - (i) the excessive usage charges; and
 - (ii) if the tenant knew or ought reasonably to have known the fault that caused the excessive usage—details of the fault; and
 - (b) the fault was not caused by any action or omission of the tenant.
- (3) Neither a landlord nor a tenant is responsible for any excess usage charges or other costs for a fault caused by any property that is the responsibility of a water industry entity under the *Water Industry Act 2012*.
- (4) A landlord must reimburse a tenant for any reasonable costs incurred by the tenant for diagnosis of the fault referred to in subsection (1) conducted by a suitably qualified person.
- (5) For the purposes of this section, the regulations may make provision in relation to calculating or determining the amount of excessive usage charges (including by making provision in relation to an amount of ordinary water usage by a tenant).

35—Substitution of Part 4 Division 12

Part 4 Division 12—delete Division 12 and substitute:

Division 12—Assignment and sub-letting

74—Assignment and sub-letting by tenant

- (1) A tenant under a residential tenancy agreement must not assign or sub-let the whole or any part of the premises without the landlord's written consent.
- (2) A landlord must not unreasonably withhold consent to the assignment or sub-letting of the whole or any part of the premises.
- (3) For the purposes of subsection (2), it is unreasonable to withhold consent if the basis for doing so would constitute discrimination under the *Equal Opportunity Act 1984*.
- (4) For the purposes of subsection (2), it is not unreasonable for a landlord who is a community housing provider registered under the *Community Housing Providers National Law* to withhold consent if the person to whom the premises, or part of the premises, is to be sub-let does not meet the eligibility requirements for the community housing or any membership or other requirements of the provider associated with the occupation of those premises.
- (5) An assignment or sub-letting of the whole or any part of the premises without the landlord's consent is invalid unless the Tribunal has determined that consent is not required.

74A—Tenant may apply to Tribunal

- (1) If a tenant under a residential tenancy agreement believes that the landlord unreasonably withheld their consent to the assignment or sub-letting of the whole or part of the premises, the tenant may apply to the Tribunal for a determination that the consent is not required.
- (2) If, after giving each party an opportunity to be heard, the Tribunal determines that consent is not required, the assignment or sub-letting may proceed without the landlord's consent.

74B—Landlord cannot demand or receive fee for giving consent

- (1) A landlord under a residential tenancy agreement must not—
 - (a) demand or receive a fee or payment for giving consent to the assignment or sub-letting of premises; or
 - (b) refuse to consent to an assignment or sub-letting of premises on the ground that the tenant has refused to pay a fee or amount for the consent.

Maximum penalty: \$20 000.

Expiation fee: \$1 200.

- (2) If the tenant under a residential tenancy agreement has paid the landlord a fee or amount for the consent to an assignment or sub-letting, the tenant may apply to the Tribunal for an order that the landlord refund to the tenant the amount of the payment.
- (3) This section does not prevent a landlord from requiring a tenant to bear any reasonable expenses that are reasonably incurred by the landlord because of the assignment or sub-letting of premises.

36—Insertion of Part 4 Division 13A

After section 75 insert:

Division 13A—Maximum liability for rent payable following tenant's termination of fixed term tenancy

75A—Maximum liability for rent payable following tenant's termination of fixed term tenancy

- (1) If a tenant under a residential tenancy agreement for a fixed term terminates a tenancy, the tenant will not be liable to pay more than the following amount of rent under the agreement:
 - (a) if the term of the agreement remaining after the day on which the tenant is to give up vacant possession of the premises is less than 24 months—1 month's rent;
 - (b) in any other case—1 month's rent for each whole 12 month period of the term of the agreement remaining after the day on which the tenant is to give up vacant possession of the premises (provided that a tenant cannot be liable to pay more than 6 months' rent in total under this paragraph).

- (2) Nothing in subsection (1) affects a landlord's entitlement to compensation in relation to the termination of a tenancy in the circumstances referred to in that subsection.

37—Amendment of section 76A—Preliminary

- (1) Section 76A(1)—after the definition of *national privacy principles* insert:
- prospective tenant information* means personal information provided for the purposes of applying to enter into a residential tenancy agreement;
- (2) Section 76A(1), definition of *successful tenant*—delete the definition
- (3) Section 76A(1), definition of *tenant information*—delete "—see section 76B(1)" and substitute:
- , in relation to a tenant under a residential tenancy agreement, means personal or financial information provided for the purposes of the residential tenancy

38—Amendment of section 76B—Dealing with tenant information

- (1) Section 76B, heading—after "information" insert:
- and prospective tenant information
- (2) Section 76B(1)—delete "personal information provided for the purposes of applying to enter into a residential tenancy agreement (*tenant information*)" and substitute:
- tenant information or prospective tenant information
- (3) Section 76B(1)—delete "tenant" second occurring
- (4) Section 76B(2)—before "tenant information" first occurring insert:
- prospective
- (5) Section 76B(2)—before "tenant information" second occurring insert:
- prospective
- (6) Section 76B(2)(a) and (b)—delete paragraphs (a) and (b) and substitute:
- (a) if the person who provided the prospective tenant information consents to the information being dealt with under this paragraph—as soon as practicable after the day that falls 6 months after the date on which the information was provided; or
- (b) if paragraph (a) does not apply—as soon as practicable after the day that falls 30 days after the date on which the relevant residential tenancy agreement was entered into.
- (7) Section 76B—after subsection (2) insert:
- (2a) A person who holds tenant information must take such steps as are reasonable in the circumstances to destroy the tenant information as soon as practicable after the day that falls 3 years after the date on which the end of the tenancy occurs.
- Maximum penalty: \$20 000.
- Expiation fee: \$1 200.

(2b) Subsections (2) and (2a) apply subject to any Act of this State or of the Commonwealth relating to the preservation of records.

- (8) Section 76B(3)—after "tenant information" first occurring insert:
or prospective tenant information
- (9) Section 76B(3)—delete "tenant" second occurring
- (10) Section 76B(3)(a)—delete "tenant"
- (11) Section 76B(3)(b)—delete "tenant"

39—Amendment of section 76C—Powers of Tribunal

- (1) Section 76C(1)—after "tenant information" insert:
or prospective tenant information
- (2) Section 76C(2)—after "tenant information" insert:
or prospective tenant information

40—Amendment of section 77—Accelerated rent and liquidated damages

- (1) Section 77(3), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$35 000.
- (2) Section 77(3), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$2 000.

41—Amendment of section 79—Termination of residential tenancy

- (1) Section 79(b)—delete "(as required under this Act)" and substitute:
as required under this Act, including—
 - (i) as a result of a breach of the residential tenancy agreement; or
 - (ii) on a ground prescribed by the regulations as contemplated by this Part
- (2) Section 79(g)—delete paragraph (g) and substitute:
 - (g) the tenancy terminates in accordance with Division 1A following the death of the sole tenant;

42—Insertion of Part 5 Division 1A

After section 79A insert:

Division 1A—Termination following death of sole tenant

79B—Termination following death of sole tenant

- (1) Subject to subsection (2), if the sole tenant of premises subject to a residential tenancy agreement dies, the tenancy terminates 30 days after the death of the tenant.

- (2) If, within 30 days of the death of the tenant—
- (a) a notice of termination is given under subsection (3) or (4);
or
 - (b) an order of the Tribunal is made under subsection (5); or
 - (c) the landlord and the administrator of the deceased tenant's estate or, in the absence of an administrator, the next of kin of the deceased tenant (the *relevant person*) make an agreement in writing; or
 - (d) vacant possession of the premises is given to the landlord,
- the tenancy terminates on—
- (e) the day specified in the notice of termination; or
 - (f) the day specified in the order of the Tribunal; or
 - (g) the day agreed by the landlord and the relevant person; or
 - (h) the day on which vacant possession is given,
- (whichever is the earliest).
- (3) The relevant person may, by notice in writing given to the landlord, terminate the residential tenancy agreement on the day specified in the notice on the ground that the tenant has died.
- (4) The landlord may, by notice in writing given to the relevant person, terminate the residential tenancy agreement on the day specified in the notice on the ground that the tenant has died.
- (5) If the landlord is unable to locate a relevant person for a deceased tenant, the landlord may apply to the Tribunal for the following orders:
- (a) an order to terminate the residential tenancy agreement on a specified day;
 - (b) an order for possession of the premises the subject of the agreement on a specified day,
- and the Tribunal may make such orders.
- (6) If the residential tenancy agreement is for a fixed term, the day specified in a notice of termination or an order of the Tribunal under this section may be earlier than the last day of that term.
- (7) In this section—
- sole tenant* of premises to which a residential tenancy agreement applies means a person—
- (a) who is the only tenant under the agreement; and
 - (b) if the person has dependants—whose dependants are not in occupation of the premises.

43—Amendment of section 80—Notice of termination by landlord on ground of breach of agreement

Section 80—after subsection (2) insert:

- (2a) For the purposes of subsection (2)(d), the regulations may make provision in relation to the matters to which regard must be had in determining whether a landlord has taken reasonable steps to mitigate any loss.

44—Insertion of section 80A

After section 80 insert:

80A—Termination by landlord on ground of drug contamination

A landlord may, by notice of termination given to the tenant, terminate a residential tenancy if—

- (a) the landlord is aware that the tenant has engaged in, or allowed another person to engage in, drug related conduct on the premises or ancillary property; and
- (b) testing for contamination conducted in accordance with section 67B indicates that the premises or ancillary property are contaminated as a result of that drug related conduct.

45—Amendment of section 81—Termination because possession is required by landlord for certain purposes

- (1) Section 81(2)—delete "this section" and substitute:

subsection (1)

- (2) Section 81—after subsection (2) insert:

(2a) A tenant to whom a notice is given under subsection (1)—

- (a) may give up possession of the premises prior to the end of the period of notice specified in subsection (2); and
- (b) will not be liable to pay rent after either of the following days:
 - (i) if the tenant gives the landlord at least 7 days written notice of the tenant's intention to give up possession of the premises—the day on which possession is given up;
 - (ii) if the tenant gives the landlord less than 7 days written notice of the tenant's intention to give up possession of the premises—the 7th day after notice is given to the landlord.

- (3) Section 81(3), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$50 000.

Expiation fee: \$2 000.

- (4) Section 81(4), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

Expiation fee: \$2 000.

46—Amendment of section 83—Termination by landlord without specifying a ground of termination

- (1) Section 83, heading—delete "without specifying a ground of termination" and substitute:

on ground prescribed

- (2) Section 83(1)—delete "A" and substitute:

Subject to this Part, a

- (3) Section 83(1)—delete "without specifying a ground of termination" and substitute:

on any ground prescribed by the regulations

47—Amendment of section 83A—Notice to be given at end of fixed term

- (1) Section 83A(1)—delete "without specifying a ground of termination" and substitute:

on any ground prescribed by the regulations

- (2) Section 83A(2)—delete "this section must be at least 28 days" and substitute:

subsection (1) must be at least 60 days

- (3) Section 83A—after subsection (2) insert:

- (3) A tenant to whom a notice of termination is given under this section—

(a) may give up possession of the premises before the end of the fixed term; and

(b) will not be liable to pay rent after either of the following days:

(i) if the tenant gives the landlord at least 7 days written notice of the tenant's intention to give up possession of the premises—the day on which possession is given up;

(ii) if the tenant gives the landlord less than 7 days written notice of the tenant's intention to give up possession of the premises—the 7th day after notice is given to the landlord.

- (4) However, subsection (3) does not apply if the notice of termination is on a ground prescribed by the regulations for the purposes of this subsection.

48—Amendment of section 84—Limitation of right to terminate

- (1) Section 84, heading—delete "Limitation of right to terminate" and substitute:

Tribunal must approve certain terminations

- (2) Section 84(1)—delete "the notice of termination is given on 1 or more grounds prescribed by regulation for the purposes of this subsection and the Tribunal authorises the notice of termination." and substitute:

-
- (c) the notice of termination is given on—
 - (i) the ground of a breach of a residential tenancy agreement of a kind for which a notice of termination may be effected under section 80; or
 - (ii) a ground of termination of a periodic residential tenancy specified in section 81(1); or
 - (iii) any other ground prescribed by the regulations for the purposes of this subsection; and
 - (d) the Tribunal authorises the notice of termination.

49—Insertion of section 84A

After section 84 insert:

84A—Compensation for termination in certain circumstances

- (1) If a landlord reasonably incurs costs or expenses of a kind determined by the Commissioner in connection with the termination of a residential tenancy agreement in prescribed circumstances—
 - (a) the landlord is entitled to compensation for the costs or expenses; and
 - (b) the Tribunal may, on application by the landlord, order the tenant to pay to the landlord compensation to which the landlord is entitled under this subsection.
- (2) Subsection (1) does not apply in prescribed circumstances.

50—Insertion of section 85AA

After section 85 insert:

85AA—Notice of termination by tenant for successive breaches of the agreement

- (1) The tenant under a residential tenancy agreement may, by notice of termination given to the landlord, terminate the tenancy if the landlord—
 - (a) breaches a provision of the agreement; and
 - (b) on 2 previous occasions in the period of 12 months before the giving of the notice, has been in breach of the same provision.
- (2) A notice under this section must specify the breach referred to in subsection (1)(a) and the minimum period of notice under this section is 7 days.

51—Insertion of sections 85B, 85C and 85D

After section 85A insert:

85B—Notice of termination by tenant due to condition of premises

- (1) The tenant under a residential tenancy agreement may, by notice of termination given to the landlord, terminate the tenancy—
 - (a) if the premises do not comply with the prescribed minimum housing standards under the *Housing Improvement Act 2016*; or
 - (b) if the premises are destroyed totally or to such an extent as to be rendered unsafe; or
 - (c) in prescribed circumstances.
- (2) The minimum period of notice under this section is 7 days.

85C—Notice of termination by tenant in certain circumstances

- (1) The tenant under a residential tenancy agreement may, by notice of termination given to the landlord, terminate the tenancy if—
 - (a) the tenant requires care of a kind prescribed by the regulations and needs to vacate the premises in order to obtain that care; or
 - (b) the tenant has been offered and accepted accommodation by the South Australian Housing Trust, a subsidiary of the South Australian Housing Trust or a community housing provider registered under the *Community Housing Providers National Law*; or
 - (c) the tenant requires prescribed temporary crisis accommodation and needs to vacate the premises in order to obtain that accommodation.
- (2) The minimum period of notice under this section is 7 days.

85D—Notice of termination by tenant on ground of domestic abuse

- (1) The tenant under a residential tenancy agreement may, by notice of termination given to the landlord, terminate the tenancy if—
 - (a) an intervention order is in force against a prescribed person for the protection of the tenant or a domestic associate of the tenant who normally or regularly resides at the premises; or
 - (b) the tenant or a domestic associate of the tenant who normally or regularly resides at the premises is in any other circumstances of domestic abuse of kind prescribed by the regulations for the purposes of this section.

- (2) A notice given under subsection (1) must—
- (a) be accompanied by evidence of a prescribed kind; and
 - (b) specify a termination date that is on or after the day on which the notice is given and, in the case of a fixed term agreement, may specify a day before the end of the fixed term.
- (3) A person who is in possession of a document provided as evidence under subsection (2)(a) must ensure that the document is stored and disposed of securely.
- Maximum penalty: \$50 000.
Expiation fee: \$2 000.
- (4) A person must not use or disclose a document, or information contained in a document, provided as evidence under subsection (2)(a) except—
- (a) with the consent of the person to whom the document or information relates; or
 - (b) for the purposes of referring the matter to a law enforcement agency, or a person or agency exercising official duties under an Act relating to the care or protection of a child; or
 - (c) if the disclosure is reasonably necessary for the protection of the lawful interests of the person disclosing the document or information.
- Maximum penalty: \$50 000.
Expiation fee: \$2 000.
- (5) A document, or information contained in a document, disclosed under subsection (4) for a particular purpose must not be used for any other purpose by—
- (a) the person to whom the document or information was disclosed; or
 - (b) any other person who gains access to the document or information (whether properly or improperly and whether directly or indirectly) as a result of that disclosure.
- Maximum penalty: \$50 000.
Expiation fee: \$2 000.

52—Amendment of section 89A—Termination based on domestic abuse

- (1) Section 89A(2)—delete "the South Australian Housing Trust, a subsidiary of the South Australian Housing Trust or a community housing provider registered under the *Community Housing Providers National Law*" and substitute:
- a landlord

- (2) Section 89A(3)—delete subsection (3) and substitute:
- (3) For the purposes of an application under this section, the following persons are parties to proceedings concerning the tenancy dispute:
 - (a) the applicant;
 - (b) the landlord;
 - (c) a tenant or co-tenant;
 - (d) if the application is made under subsection (2)—the person who normally or regularly resides at the residential premises for whose protection an intervention order is in force or against whom domestic abuse has been committed.
- (3) Section 89A(4)(a)—delete paragraph (a) and substitute:
- (a) subject to this section, an order requiring the landlord to enter into a new residential tenancy agreement for the remainder of the term of the tenancy with any 1 or more of the following:
 - (i) the applicant or a co-tenant under the terminated agreement;
 - (ii) a person who normally or regularly resides at the residential premises for whose protection an intervention order is in force against a tenant or against whom a tenant has committed domestic abuse;
- (4) Section 89A(5)—delete "a co-tenant who is"
- (5) Section 89A(5)(a)—after "(1)(a)" insert:
- or (2)(a)
- (6) Section 89A(5)—after paragraph (b) insert:
- ; or
 - (c) the person referred to in subsection (2)(b) whom the Tribunal is satisfied has committed domestic abuse against an applicant,
- (7) Section 89A(12)—delete subsection (12) and substitute:
- (12) If 1 or more, but not all, of the co-tenants under a residential tenancy agreement are liable under subsection (10) or (11) for making a payment of compensation, the Tribunal may give a direction under section 110(1)(i) that—
 - (a) the bond (if any) be paid to the landlord and any co-tenant who is not liable for making the payment under subsection (10) or (11) (as the case may be) in such proportions as the Tribunal thinks fit; and

- (b) if the amount of bond payable to a landlord is limited under a direction under paragraph (a)—a co-tenant who is liable for making the payment under subsection (10) or (11) (as the case may be) is liable to pay the remaining amount of the bond payable to the landlord (or if there is more than 1 co-tenant liable for making the payment, that the co-tenants are liable to pay the remaining amount of the bond payable to the landlord in such proportions as the Tribunal thinks fit).

53—Insertion of Part 5 Division 4A

After section 90 insert:

Division 4A—Tribunal may make orders in relation to retaliatory behaviour and circumstances of domestic abuse

90A—Tribunal may make orders in relation to retaliatory behaviour

- (1) The Tribunal may, on application by a tenant or in proceedings relating to the termination or proposed termination of a residential tenancy agreement—
 - (a) declare that a notice of termination under this Act has no effect; or
 - (b) refuse to make an order terminating a residential tenancy agreement,

if it is satisfied that a notice of termination given or application made by the landlord was a retaliatory notice or a retaliatory application.

- (2) In addition, the Tribunal may (on its own initiative), if it is satisfied that a notice of termination given or application made by the landlord was a retaliatory notice or a retaliatory application, order the landlord to make a payment of an amount not exceeding \$5 000 into the Fund.
- (3) The Tribunal may find that a notice of termination is a retaliatory notice or that an application is a retaliatory application if it is satisfied that the landlord was wholly or partly motivated to give the notice or make the application for any of the following reasons:
 - (a) the tenant had applied or proposed to apply to the Tribunal for an order;
 - (b) the tenant had taken or proposed to take any other action to enforce a right of the tenant under the residential tenancy agreement, this Act or any other law;
 - (c) an order of the Tribunal was in force in relation to the landlord and tenant.

- (4) A tenant may only make an application to the Tribunal for a declaration under this section if the application complies with the requirements prescribed by the regulations (if any).

90B—Tribunal may make orders in relation to circumstances of domestic abuse

- (1) The Tribunal may, on application by a tenant under a residential tenancy agreement given a notice of termination on a ground prescribed by the regulations for the purposes of this subsection (a *relevant ground*), make an order that the notice of termination is invalid if satisfied that—
 - (a) the tenant or a domestic associate of the tenant who normally or regularly resides at the premises has been, or is being, subjected to domestic abuse; and
 - (b) the relevant ground was caused by an act of a person who has subjected the tenant or a domestic associate of the tenant who normally or regularly resides at the premises to domestic abuse.
- (2) An application under this section must be made within 30 days after the notice of termination is given.

54—Amendment of section 91—Form of notice of termination

- (1) Section 91(1)(e)—delete "if the tenancy is to be terminated on a particular ground—"
- (2) Section 91(1)—after paragraph (e) insert:
 - (ea) in the case of a notice given on a ground prescribed by the regulations for the purposes of this paragraph, be accompanied by written evidence, as approved by the Commissioner from time to time, which supports the ground for giving the notice; and

55—Insertion of section 91A

After section 91 insert:

91A—Prohibition on letting premises after notice of termination

- (1) If a landlord or a person acting on behalf of a landlord who obtains possession of premises in respect of which a notice of termination has been given on a ground of a kind prescribed by the regulations must not let the premises to a person for use primarily as a residence before the end of 6 months after the date on which the notice was given.

Maximum penalty: \$25 000.
Expiation fee: \$1 200.
- (2) Subsection (1) does not apply if the Tribunal determines that the premises may be let before the end of the period referred to in subsection (1).

56—Amendment of section 95—Repossession of premises

Section 95, penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

Expiation fee: \$2 000.

57—Amendment of section 97A—Offence to deal with abandoned property in unauthorised way

Section 97A, penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$10 000.

58—Amendment of section 97B—Action to deal with abandoned property other than personal documents

- (1) Section 97B(4)(b)—delete "until at least 28 days" and substitute:

for the prescribed period

- (2) Section 97B(6)—delete "period of 28 days referred to in subsection (4)(b)" and substitute:

prescribed period

59—Amendment of section 97C—Action to deal with abandoned personal documents

- (1) Section 97C(2)(b)—delete "until at least 28 days" and substitute:

for the prescribed period

- (2) Section 97C(3)—delete "28 day period referred to in subsection (2)(b)" and substitute:

prescribed period

60—Amendment of section 99—Enforcement of orders for possession

- (1) Section 99(5), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$50 000.

Expiation fee: \$2 000.

- (2) Section 99(6), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$50 000.

Expiation fee: \$2 000.

61—Amendment of section 99D—Notice of usual use of database

- (1) Section 99D(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

- (2) Section 99D(2), expiation fee—delete the expiation fee and substitute:

Expiation fee: \$2 000.

62—Amendment of section 99E—Notice of listing if database used

- (1) Section 99E(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

- (2) Section 99E(2), expiation fee—delete the expiation fee and substitute:

Expiation fee: \$2 000.

63—Amendment of section 99F—Listing can be made only for particular breaches by particular persons

Section 99F(1), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

Expiation fee: \$2 000.

64—Amendment of section 99G—Further restriction on listing

Section 99G(1), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

Expiation fee: \$2 000.

65—Amendment of section 99H—Ensuring quality of listing—landlord's or agent's obligation

- (1) Section 99H(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

Expiation fee: \$2 000.

- (2) Section 99H(3), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

Expiation fee: \$2 000.

66—Amendment of section 99I—Ensuring quality of listing—database operator's obligation

Section 99I(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

Expiation fee: \$2 000.

67—Amendment of section 99J—Providing copy of personal information listed

- (1) Section 99J(1), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

Expiation fee: \$2 000.

- (2) Section 99J(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

Expiation fee: \$2 000.

- (3) Section 99J(3) and (4)—delete subsections (3) and (4) and substitute:

- (3) A landlord, landlord's agent or database operator must not charge a fee for giving personal information under subsection (1) or (2).

Maximum penalty: \$35 000.

Expiation fee: \$2 000.

68—Amendment of section 99K—Keeping personal information listed

- (1) Section 99K(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$35 000.
- (2) Section 99K(1), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$2 000.

69—Amendment of section 101—Application of income

Section 101(1)(f)—before "Commissioner" insert:
Minister or

70—Insertion of Part 7 Division 1A

After section 103 insert:

Division 1A—Registration of proprietors of designated rooming houses

103A—Interpretation

In this Division—

designated rooming house means residential premises in which 5 or more rooms are available, for valuable consideration, for residential occupation;

designated rooming house agreement means an agreement under which accommodation is provided (with or without meals, or other facilities or services) in a designated rooming house;

designated rooming house proprietor means a person registered under section 103C.

103B—Proprietors must be registered to carry on business relating to designated rooming houses

A person must not carry on a business involving the provision of accommodation under designated rooming house agreements unless the person is registered under section 103C.

Maximum penalty:

- (a) in the case of a body corporate—\$250 000;
- (b) in the case of an individual—
 - (i) for a first or second offence—\$50 000; or
 - (ii) for a third or subsequent offence—\$100 000 or 12 months imprisonment or both.

103C—Registration

- (1) The Commissioner may, on application under this section and by notice in writing, register a person to carry on a business involving the provision of accommodation under designated rooming house agreements.
- (2) An application for registration must—
 - (a) be made in a manner and form determined by the Commissioner; and
 - (b) be accompanied by any information or document as may be required by the Commissioner; and
 - (c) be accompanied by the prescribed fee.
- (3) The Commissioner must not register a person under this section unless satisfied that—
 - (a) the person is a fit and proper person to be registered (or in the case of a body corporate, each director of the body corporate (however described) is a fit and proper person to be registered); and
 - (b) holds qualifications and has experience the Commissioner considers appropriate (or in the case of a body corporate, the directors of the body corporate (however described) collectively hold such qualifications or have such experience).
- (4) Registration under this section may be conditional or unconditional.
- (5) The Commissioner may, by notice in writing, amend or revoke a condition of registration.
- (6) A person registered under this section must not refuse or fail to comply with a condition of the registration.
Maximum penalty: \$50 000.
Expiation fee: \$2 000.
- (7) The registration of a person under this section remains in force (except for any period for which it is suspended) until—
 - (a) the registration is surrendered or cancelled; or
 - (b) the person to whom the registration applies dies, or, in the case of a body corporate, the body corporate is dissolved or wound up.

103D—Annual return and fee

- (1) A designated rooming house proprietor must, each year not later than the prescribed date—
 - (a) pay to the Commissioner the prescribed fee; and
 - (b) provide to the Commissioner any information or document required by the Commissioner.

- (2) If a person fails to comply with subsection (1), the Commissioner may, by notice in writing, require the person to so comply.
- (3) If a person fails to comply with the notice under subsection (2) within 28 days of service of the notice, the person's registration will be cancelled by force of this subsection.

103E—Notification of change in circumstances

- (1) If there is a change in any 1 or more of the following names or addresses, a designated rooming house proprietor must, within 14 days of that change, give notice in writing to the Commissioner of the new name or address (as the case may be):
 - (a) the business or trading name under which the designated rooming house proprietor carries on business;
 - (b) the residential address of the designated rooming house proprietor;
 - (c) the address of any designated rooming house in relation to which the proprietor carries on business;
 - (d) if the designated rooming house proprietor is a body corporate, the address of the registered corporate office of the proprietor.

Maximum penalty: \$25 000.

Expiation fee: \$1 200.

- (2) A designated rooming house proprietor must, within 14 days after ceasing to carry on a business involving the provision of accommodation under designated rooming house agreements, give written notice to the Commissioner of that fact.

Maximum penalty: \$25 000.

Expiation fee: \$1 200.

- (3) A designated rooming house proprietor must, within 14 days of entering into a partnership to carry on a business involving the provision of accommodation under designated rooming house agreements or ceasing to be in such a partnership, give written notice to the Commissioner of that fact, together with the names of the members of the new or former partnership.

Maximum penalty: \$25 000.

Expiation fee: \$1 200.

- (4) If a person is appointed as a director of a body corporate (however described) that is a designated rooming house proprietor, the proprietor must, within 14 days after that appointment—
 - (a) notify the Commissioner in the manner and form approved by the Commissioner of the appointment of the new director; and

- (b) provide the Commissioner with any information required by the Commissioner for the purposes of determining whether the new director meets the standard for registration set out in section 103C(3).

Maximum penalty: \$25 000.

Expiation fee: \$1 200.

103F—Cancellation or suspension of registration

- (1) The Commissioner may, by notice in writing, cancel or suspend the registration of a designated rooming house proprietor if the Commissioner is of the opinion that—
 - (a) the person is no longer a fit and proper person to be registered (or, in the case of a body corporate, a director of the body corporate is no longer a fit and proper person to be registered); or
 - (b) a prescribed circumstance applies.
- (2) The Commissioner must give the designated rooming house proprietor at least 28 days notice in writing of the Commissioner's intention to cancel or suspend the registration.
- (3) Subsection (2) does not apply if the Commissioner is of the opinion that, were the cancellation or suspension of the registration to be delayed, a person may suffer significant harm, loss or damage.

103G—Review by Tribunal

- (1) A person who is dissatisfied with a reviewable decision may apply to the Tribunal under section 34 of the *South Australian Civil and Administrative Tribunal Act 2013* for review of the decision.
- (2) Subject to subsection (4), an application for review must be made within 28 days of the making of the reviewable decision of the Commissioner.
- (3) The Commissioner must, if so required by a person dissatisfied with a reviewable decision, state in writing the reasons for the reviewable decision.
- (4) If the reasons of the Commissioner are not given in writing at the time of making the reviewable decision and the person (within 28 days of the making of the decision) requires the Commissioner to state the reasons in writing, the time for making an application for review runs from the time at which the person receives written statement of those reasons.
- (5) In this section—

reviewable decision means—

 - (a) a decision of the Commissioner to refuse to register a person under section 103C; or

- (b) a decision of the Commissioner to cancel or suspend the registration of a designated rooming house proprietor under section 103F.

71—Amendment of section 105—Copies of written agreements

- (1) Section 105(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 105(1), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.

72—Amendment of section 105C—Application to Tribunal if house rules are considered unreasonable

- Section 105C(4), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
Expiation fee: \$2 000.

73—Amendment of section 105D—Availability of house rules

- (1) Section 105D(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 105D(1), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.

74—Amendment of section 105E—Permissible consideration and statutory charges

- (1) Section 105E(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 105E(4), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$20 000.

75—Amendment of section 105F—Rent in advance

- (1) Section 105F(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 105F(1), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.
- (3) Section 105F(2), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (4) Section 105F(2), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.
- (5) Section 105F(3), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.

- (6) Section 105F(3), expiation fee—delete the expiation fee and substitute:

Expiation fee: \$1 200.

76—Amendment of section 105G—Duty to provide statement or give receipt for payments

- (1) Section 105G(1), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

- (2) Section 105G(1), expiation fee—delete the expiation fee and substitute:

Expiation fee: \$1 200.

- (3) Section 105G(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

- (4) Section 105G(2), expiation fee—delete the expiation fee and substitute:

Expiation fee: \$1 200.

77—Amendment of section 105K—Bond

- (1) Section 105K, penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

Expiation fee: \$2 000.

- (2) Section 105K—after its present contents as amended by this section (now to be designated as subsection (1)) insert:

- (2) A bond must—

(a) be paid to the Commissioner or the proprietor in the manner and form approved by the Commissioner; and

(b) be accompanied by the information determined by the Commissioner.

- (3) For the purposes of this section, a payment of an amount by way of a bond to a proprietor's agent will be taken to be a payment to the proprietor.

78—Amendment of section 105L—Receipt of bond and transmission to Commissioner

- (1) Section 105L(1), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

- (2) Section 105L(1), expiation fee—delete the expiation fee and substitute:

Expiation fee: \$1 200.

- (3) Section 105L(2)—after "Commissioner" insert:

in the manner and form approved by the Commissioner and accompanied by the information determined by the Commissioner

- (4) Section 105L(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

- (5) Section 105L(2), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$2 000.
- (6) Section 105L—after subsection (2) insert:
 - (3) If the Commissioner receives an amount by way of a bond for a rooming house agreement from a person who is not the proprietor, the Commissioner must, as soon as is reasonably practicable after receiving the amount, notify the proprietor or the proprietor's agent (as determined by the Commissioner) of the receipt of the amount in accordance with the regulations.
 - (4) If the Commissioner receives an amount apparently by way of a bond and the Commissioner is satisfied that the amount is not within the ambit of the definition of a bond under this Act, the Commissioner may refund the amount in accordance with the regulations.

79—Amendment of section 105M—Repayment of bond

- (1) Section 105M(2)(a)—after "a" insert:
manner and
- (2) Section 105M(4)—delete "10 days" and substitute:
the prescribed period
- (3) Section 105M(5)—delete "10 days" and substitute:
the prescribed period
- (4) Section 105M(8)(d)(ii)(A)—delete "10 days" and substitute:
the prescribed period
- (5) Section 105M(10)(d)(i)—delete "10 days" and substitute:
the prescribed period
- (6) Section 105M—after subsection (12) insert:
 - (12a) For the purposes of the payment of an amount of a bond under this section, the Registrar may disclose to the Commissioner the details of a decision or order given or made by the Tribunal the disclosure of which would otherwise be contrary to a direction or order of the Tribunal.
- (7) Section 105M(13)(c)—delete "the resident is the" and substitute:
each resident is a
- (8) Section 105M(13)(d)—delete "the resident, the proprietor is the respondent" and substitute:
a resident, the proprietor and any other resident are the respondents

(9) Section 105M—after subsection (13) insert:

(14) Despite subsection (13)(a), an application that involves payment of an amount to more than 1 resident is only undisputed if—

- (a) it proposes the payment of the amount to the residents in equal shares; or
- (b) it indicates that each resident agrees to the payment of the bond as proposed in the application,

(and an application that involves payment of an amount to more than 1 resident that does not comply with paragraph (a) or (b) is liable to be disputed).

(15) Despite any provision of this section, an application by or on behalf of a proprietor for the payment of the whole or a specified amount of a bond to the proprietor must be made—

- (a) within the prescribed period after the end of the agreement to which the bond relates; and
- (b) in the manner and form determined by the Commissioner.

(16) The regulations may modify or disapply a provision of this section for the purposes of an electronic system approved by the Commissioner for the repayment of bonds.

80—Amendment of section 105N—Use and enjoyment of room and facilities

Section 105N(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

81—Amendment of section 105O—Security of premises and personal property

Section 105O(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

82—Insertion of section 105PA

After section 105P insert:

105PA—Minimum efficiency standards

It is a term of a rooming house agreement that the proprietor will ensure that the requirements prescribed by the regulations relating to energy and water efficiency are complied with in relation to appliances, fittings or fixtures installed or replaced on or after the commencement of this section by the proprietor at the rooming house.

Note—

This requirement does not apply to appliances, fittings and fixtures that were installed by the proprietor in the rooming house before the day on which this section commences (even though those appliances, fittings and fixtures remain in use in the rooming house on and after that day) but will apply when those appliances, fittings and fixtures are replaced on or after that day.

83—Amendment of section 105Q—Sale of rooming house

Section 105Q—after subsection (2) insert:

- (3) A proprietor who, without reasonable excuse, contravenes a term of an agreement arising under this section is guilty of an offence.

Maximum penalty: \$20 000.

Expiation fee: \$1 200.

84—Amendment of section 105R—General obligations of resident

Section 105R(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

Expiation fee: \$1 500.

85—Amendment of section 105S—Accelerated rent and liquidated damages

- (1) Section 105S(3), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

- (2) Section 105S(3), expiation fee—delete the expiation fee and substitute:

Expiation fee: \$2 000.

86—Amendment of section 105T—Goods not to be taken in lieu of amounts owing to proprietor

Section 105T, penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$35 000.

87—Amendment of section 105U—Termination of rooming house agreement

- (1) Section 105U(6)—delete "without specifying a ground for termination" and substitute:

on any ground prescribed by the regulations

- (2) Section 105U(6)—delete "4 weeks" and substitute:

60 days

88—Amendment of section 105W—Abandoned property

- (1) Section 105W(1)(b)(ii) and (2)(b)—delete "at least 14 days" wherever occurring and substitute in each case:

the prescribed period

- (2) Section 105W(4), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

89—Amendment of section 114—Remuneration of representative

Section 114, penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$50 000.

90—Insertion of Part 8 Division 5

After section 114 insert:

Division 5—Other matters

114A—Internal review in relation to certain orders

- (1) Despite section 70 of the *South Australian Civil and Administrative Tribunal Act 2013*, leave must not be granted under section 70(1a) of that Act in relation to an application for review of a relevant decision, except if exceptional circumstances apply.
- (2) In this section—
relevant decision means an order of the Tribunal under this Act that a person make a payment (which may include compensation) to another person.

91—Amendment of section 115—Contract to avoid Act

Section 115(3), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$50 000.

92—Amendment of section 119—Tribunal may exempt agreement or premises from provision of Act

Section 119(3), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
Expiation fee: \$1 500.

93—Amendment of section 120—Service

Section 120(1)(d)—delete "fax or email to a fax number or" and substitute:
email to an

94—Amendment of section 121—Regulations

- (1) Section 121, heading—after "Regulations" insert:
and fee notices
- (2) Section 121(2)—after paragraph (a) insert:
 - (ab) may make different provision according to the matters or circumstances to which they are expressed to apply; and
- (3) Section 121—after subsection (4) insert:
 - (5) The Minister may prescribe fees for the purposes of this Act by fee notice under the *Legislation (Fees) Act 2019*.
 - (6) A fee notice may provide for the waiver, reduction or remission of fees.

95—Insertion of Schedule 3

After Schedule 2 insert:

Schedule 3—Transitional provisions—*Residential Tenancies (Miscellaneous) Amendment Act 2023*

1—Interpretation

In this Schedule—

amending Act means the *Residential Tenancies (Miscellaneous) Amendment Act 2023*.

2—Operation of amendments

- (1) Subject to the regulations, an amendment made by the amending Act applies to a residential tenancy agreement or rooming house agreement whether the agreement was entered into before or after the commencement of the amendment.
- (2) However—
 - (a) paragraph (b) of section 49(1) as amended by the amending Act does not apply in relation to a residential tenancy agreement entered into before the commencement of the amendments to that paragraph; and
 - (b) subsection (1a) of section 56 and paragraph (fc) of section 56(2) as inserted by section 16 of the amending Act do not apply to an application made under section 56(1) before the commencement of section 16; and
 - (c) section 67A as inserted by the amending Act does not apply in relation to a residential tenancy agreement entered into before the commencement of that section; and
 - (d) the amendments to section 73 by the amending Act do not apply in relation to a residential tenancy agreement entered into before the commencement of those amendments; and
 - (e) Part 5 Division 1A as inserted by the amending Act does not apply in relation to a residential tenancy agreement entered into before the commencement of that section.

3—Abandoned property

- (1) The revised abandoned property provisions apply in respect of property (including documents) left on premises whether the property was left on the premises before or after the commencement of those provisions.
- (2) In this clause—

revised abandoned property provisions means sections 97B, 97C and 105W as amended by the amending Act.

4—Internal review

Section 114A as inserted by the amending Act does not apply to an application for the grant of leave under section 70(1a) of the *South Australian Civil and Administrative Tribunal Act 2013* made before the commencement of section 114A.

5—Other provisions

- (1) The Governor may, by regulation, make additional provisions of a saving or transitional nature consequent on the enactment of the amending Act.
- (2) A provision of a regulation made under subclause (1) may, if the regulation so provides, take effect from the commencement of the amending Act or from a later day.
- (3) To the extent to which a provision takes effect under subclause (2) from a day earlier than the day of the regulation's publication in the Gazette, the provision does not operate to the disadvantage of a person by—
 - (a) decreasing the person's rights; or
 - (b) imposing liabilities on the person.

Schedule 1—Related amendments

Part 1—Amendment of *Real Property Act 1886*

1—Amendment of section 69—Title of registered proprietor indefeasible

- (1) Section 69(h)—delete "a year" and substitute:
3 years
- (2) Section 69(h)—delete "one year" and substitute:
3 years

Part 2—Amendment of *Residential Parks Act 2007*

2—Amendment of section 7—Residents committees

- (1) Section 7(1a), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 7(1b), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
Expiation fee: \$1 200.
- (3) Section 7(5), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (4) Section 7(5), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$750.

- (5) Section 7(6), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
Expiation fee: \$1 200.

3—Amendment of section 10—Residential park agreement to be in writing

- (1) Section 10(5), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 10(5), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.

4—Amendment of section 11—Copies of written agreements

- (1) Section 11, penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$35 000.
- (2) Section 11, expiation fee—delete the expiation fee and substitute:
Expiation fee: \$2 000.

5—Amendment of section 12—Agreements incorporate park rules

- (1) Section 12(2), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 12(2), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.

6—Amendment of section 14—Information to be provided by park owners to residents

- (1) Section 14(1)—after paragraph (b) insert:
(ba) if electricity is supplied to the rented property via a connection point that is part of an embedded network—the prescribed information relating to the supply of electricity;
- (2) Section 14(5), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (3) Section 14(5), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.
- (4) Section 14(6), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (5) Section 14—after subsection (6) insert:
(7) In this section—
embedded network has the same meaning as in the *National Electricity Rules*.

7—Amendment of section 15—False information from resident

Section 15, penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

Expiation fee: \$1 200.

8—Amendment of section 17—Discrimination against residents with children

(1) Section 17(1), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

(2) Section 17(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

9—Amendment of section 17B—Certain site agreements to be reissued

(1) Section 17B(11), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$50 000.

(2) Section 17B(11), expiation fee—delete the expiation fee and substitute:

Expiation fee: \$2 000.

10—Amendment of section 18—Permissible consideration for residential park agreement

(1) Section 18(1), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$50 000.

Expiation fee: \$2 000.

(2) Section 18—after subsection (2) insert:

(3) For the purposes of subsection (1), a reference to a payment includes a reference to any 1 or more of the following:

(a) an entry or exit fee;

(b) a management fee;

(c) a fee for amenities (or the improvement of amenities) provided at the residential park (commonly known as a "communal contribution fee");

(d) any other prescribed fee,

regardless of how the payment is described by the person purporting to require or receive the payment from the resident.

Note—

For example, an entry fee that is purportedly required by a person from a resident and is described as "deferred rent" is a payment that the person is not permitted to require or receive under this section.

11—Amendment of section 19—Rent in advance

(1) Section 19(1), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$25 000.

- (2) Section 19(1), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.
- (3) Section 19(2), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (4) Section 19(2), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.
- (5) Section 19(3), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (6) Section 19(3), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.

12—Amendment of section 20—Method of payment of rent

- (1) Section 20, penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$35 000.
- (2) Section 20, expiation fee—delete the expiation fee and substitute:
Expiation fee: \$2 000.

13—Amendment of section 22—Excessive rent

- Section 22(5), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
Expiation fee: \$1 500.

14—Amendment of section 23—Park owner's duty to keep proper records of rent

- (1) Section 23(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$20 000.
- (2) Section 23(1), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.
- (3) Section 23(2), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.

15—Amendment of section 24—Duty to give receipt for rent

- (1) Section 24(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 24(1), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.

16—Amendment of section 27—Bond

- Section 27(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$35 000.
Expiation fee: \$2 000.

17—Amendment of section 28—Receipt of bond and transmission to Commissioner

- (1) Section 28(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 28(1), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 000.
- (3) Section 28(2), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (4) Section 28(2), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 000.

18—Amendment of section 31—Quiet enjoyment

Section 31(2), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$50 000.

19—Amendment of section 32—Residential park tenancy agreement—security of dwelling

Section 32(2), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$35 000.

20—Amendment of section 33—Access to residential park

Section 33(3), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.

21—Amendment of section 36—Resident's responsibility for cleanliness and damage

Section 36(2), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.

22—Amendment of section 46—Accelerated rent and liquidated damages

Section 46(3), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.

23—Amendment of section 48—Assignment of residential park agreement

- (1) Section 48(12), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 48(12), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 000.
- (3) Section 48(14), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (4) Section 48(14), expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 000.

24—Amendment of section 50—Residential park site agreement—sale of dwelling on-site

Section 50(2), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$50 000.

25—Amendment of section 59—Termination where periodic tenancy and sale of rented property

- (1) Section 59(3), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$50 000.
- (2) Section 59(4), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$50 000.
Expiation fee: \$2 000.

26—Amendment of section 85—Repossession of rented property

Section 85, penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$50 000.

27—Amendment of section 87—Enforcement of orders for possession

- (1) Section 87(7), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$50 000.
Expiation fee: \$2 000.
- (2) Section 87(8), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$50 000.
Expiation fee: \$2 000.

28—Amendment of section 89—Resident to give forwarding address

- (1) Section 89, penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$20 000.
- (2) Section 89, expiation fee—delete the expiation fee and substitute:
Expiation fee: \$750.

29—Amendment of section 91—Offence to deal with abandoned property in unauthorised way

Section 91, penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$10 000.

30—Amendment of section 95—Park owner may give person notice to leave for serious act of violence

- (1) Section 95(5), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 95(6), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.

31—Amendment of section 96—Exclusion from park for certain period

Section 96(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.

32—Amendment of section 98—Occupation of rented property pending application or hearing

Section 98(1), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.

33—Amendment of section 137—Contract to avoid Act

Section 137(3), penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$50 000.

34—Amendment of section 138A—Park owner must have safety evacuation plan

- (1) Section 138A, penalty provision—delete the penalty provision and substitute:
Maximum penalty: \$25 000.
- (2) Section 138A, expiation fee—delete the expiation fee and substitute:
Expiation fee: \$1 200.