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PROPERTY MANAGEMENT EXCELLENCE | PME EDUCATION AND TRAINING | RTRA Act Changes from October 1, 2022

Presented by Stacey Holt 6-8 September 2022

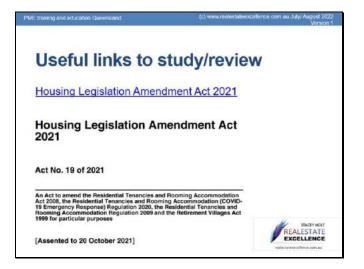
Private training event prepared for the SEQA event

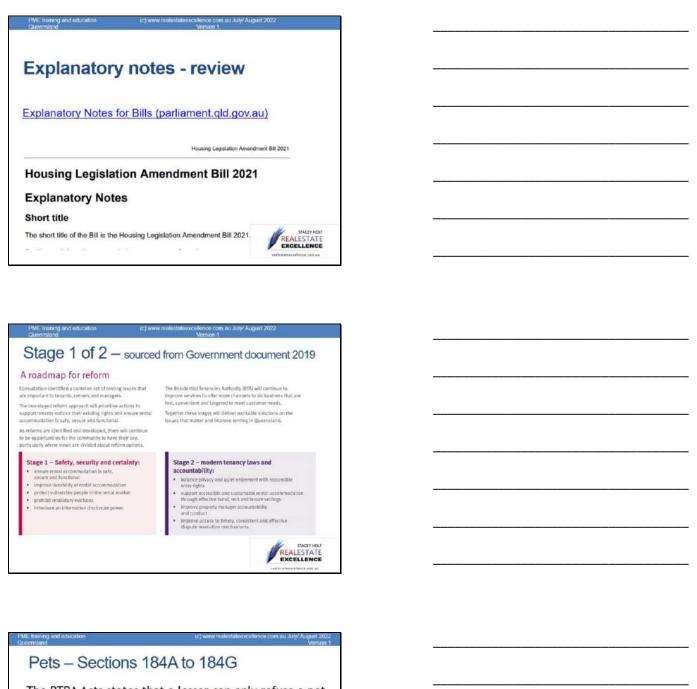


We put you first









The RTRA Acts states that a lessor can only refuse a pet request from a tenant on prescribed reasonable grounds that cannot be rectified by reasonable conditions. (as set out in the Act).

The lessor must respond to a request from a tenant to keep a pet within 14 days and if they do not respond within the specified time, the request will be deemed to be approved.



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	easonable grounds for refu eval to keep pets are as follo	
		5.
	t would exceed a reason being kept at the premis	
requested pet fencing, open s	unsuitable to keep the because of a lack of appr space or another thing umanely accommodate t	* 50 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
- keeping the pe unacceptable r	t on the property would p isk to health and safety	oose an
PME training and education Queensland	(c) www.realestateexcellence.com.au July/ August 20 Version 1	022
Prescribed reason	onable grounds continued	
 keeping the pet in not practically be bond for the pren 	s likely to result in damage the repaired for a cost less than nises	nat could the rental
other legislation,	on the property would be cont regulations, or rules, includin ances, caravan park rules or	g local
• the tenant does r	not agree to reasonable cond	itions
• the animal is not	a pet as defined under the A	Act
		REALESTATE EXCELLENCE
PME training and education Queensland	(c) www.realestateexcellence.com.au.July/August 2 Version 1	2022
	proval can be given subje nable conditions set out in	
	stay outside or be restri t of the property	icted to a
professionally tenancy if the	ust arrange for the premy fumigated at the end of pet is capable of carry to could infest the premise	of the ing
		tidyiest.

The lessor's approval can be given subject to the following reasonable conditions set out in the Act the tenant have the carpets professionally cleaned at the end of the tenancy for relevant pets allowed inside the premises · however, a rent or rental bond increase is not a reasonable condition. REALESTATE The new laws also states the following · fair wear and tear does not include pet damage the tenant is responsible for any nuisance, including noise, or damage caused by the pet · any breach of the conditions of approval for a pet breaches the tenancy agreement approval of the pet is subject to by-laws or park rules in managed communities. REALESTATE EXCEL LENCE

Definition of working dog S184A

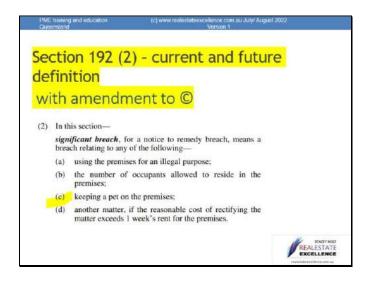
working dog means—

(a) an assistance dog, guide dog or hearing dog under the Guide, Hearing and Assistance Dogs Act 2009, schedule 4; or

(b) a corrective services dog under the Corrective Services Act 2006, schedule 4; or

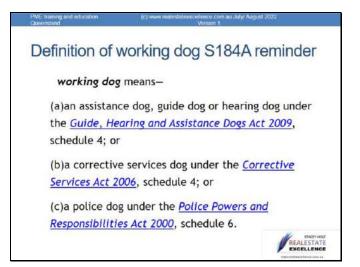
(c) a police dog under the Police Powers and Responsibilities Act 2000, schedule 6.

REALESTATE



Amendment to section 192 – new significant breach

Section 192(2), definition significant breach, insert – (c) keeping an animal, other than a working dog, at the premises without the approval of the lessor;



Serious breach application 297B Application for termination because of serious breach (1) The lessor may apply to the tribunal for a termination order if the lessor reasonably believes the tenant, an occupant, a guest of the tenant or a person allowed on the premises by the tenant has— (a) used the premises or any property adjoining or adjacent to the premises (including any property that is available for use by the tenant in common with others) for an illegal activity; or

297B A serious	To To		nation because of
(b)	intent	ionally or reck	clessly—
(i) destro	A CONTRACTOR OF THE	eriously dama	ged a part of the
Wild Death Death	erson oc	Charles and the Charles of the Charles	son in the premises lowed on, premises



297B Application for termination because of serious breach (3) The lessor may form a reasonable belief that premises or property has been used for an illegal activity whether or not anyone has been convicted or found guilty of an offence in relation to the activity. (4) This section does not apply if the lessor is-(a) the chief executive of the housing department, acting on behalf of the State; or (b) a community housing provider. REALESTATE Serious breach application 347A Serious breach (1) If an application is made to the tribunal for a termination order because of serious breach, the tribunal may make the order if satisfied-(a) the applicant has established the grounds for making the application under section 297B(1); and

347A Serious breach

(b) the relevant action justifies terminating the residential tenancy agreement.

(2) In deciding if the relevant action justifies terminating the residential tenancy agreement, the tribunal must have regard to the following matters—

a) the damage d	lone to the premises and inclusions by the
elevant action, i	ncluding the likely cost of the damage
ompared to the	rental bond for the premises;
b) whether the i	relevant action was recurrent and, if it
vas recurrent, th	e frequency of the recurrences;
c) the adverse e	ffects the relevant action had on any
erson, including	physical harm and financial loss.

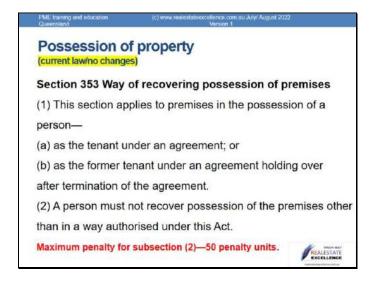
347A Serious breach

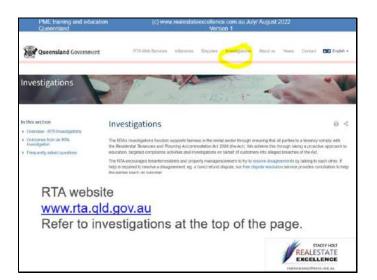
(3) In deciding the application, the tribunal may have regard to any other matter the tribunal considers relevant.

(4) In this section—

relevant action, for an application to the tribunal for a termination order because of serious breach, means an action of a person constituting the grounds for making the application under section 297B(1).







Tenancies legally end in one of the following ways.

Section 277 of the RTRA Act states a residential tenancy agreement ends only in one of the following ways;

the lessor and tenant agree, in a separate written document, to the ending of the tenancy,

the lessor gives the tenant a notice to leave under section 326 and the tenant hands over vacant possession of the premises on or before handover day for the notice,

Tenancies legally end in one of the following ways. . the tenant gives the lessor a notice of intention to leave under section 327 and the tenant hands over vacant possession of the premises on or before the handover day for the notice, · if a sole tenant gives the lessor a notice ending tenancy interest due to domestic violence and hands over vacant possession of the premises in accordance with the notice ending tenancy interest due to domestic violence requirements, Domestic and Family Violence laws reminder These laws commenced October 20, 2021 in the RTRA Act, and were previously part of the Covid tenancy regulations from April 24, 2020 (no longer any COVID laws in place). ·RTA website has a lot of valuable and useful information and resources REALESTATE Tenancies legally end in one of the following ways. · the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person in accordance with section 317, · the tenant abandons the premises and the period for which the tenant has paid rent has ended (Division 8 outlines alternative procedures the lessor must follow in relation to abandonment of premises), or · the tribunal makes an order terminating the agreement (Division 6 outlines making of termination orders by the tribunal).

Notices to leave given by lessor to tenant Existing provisions with no change unless noted Unremedied breach for failure to pay rent (section 281). 7 days. Unremedied breach for a breach other than failure to pay rent (section 281). 14 days. Noncompliance with a tribunal order (section 282). 7 days.

Notices to leave given by lessor to tenant

Existing provisions with no change unless noted

Non-livability (section 284(3)). The day the notice is given to the tenant.

Compulsory acquisition (section 284(4)). 2 months.

Sale contract (amended, section 286). 2 months and not before the end of a fixed term agreement.

(currently 4 weeks for periodic)

Notice to leave NEW Demolition or redevelopment (new, section 290C). 2 months and not before the end of a fixed term agreement. Significant repair or renovations (new, section 290D). 2 months and not before the end of a fixed term agreement. Change of use (new, section 290E). 2 months and not before the end of a fixed term agreement.



Notice to leave	Notice period	
notice to leave for an unremedied breach that is a failure to pay rent (\$281)	7 days after the notice is given to thetenant	
notice to leave for an unremedied breach that is any failure other than a failure to pay rent (s 281)		
notice to leave for noncompliance(tribunal order) (s 282)	7 days after the notice is given to thetenant	
notice to leave for non-livability (s284(3))	the day the notice is given to the tenant	
notice to leave for compulsoryacquisition (s. 284(4))	2 months after the notice is given to the tenant	
notice to leave for a sale contract (s286)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement	
notice to leave for demolition or redevelopment (s 290C)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement	
notice to leave for significant repair or renovations (s 2900)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement	
notice to leave for change of use (s 290E)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement	
notice to leave for owner occupation (s 290G)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement	
notice to leave for end of fixed term agreement (s 291)	2 months after the notice is given to the tenant and not before the end of a fixed term agreement	

The evidence required from the lessor will form part of the Approved new Form 12.

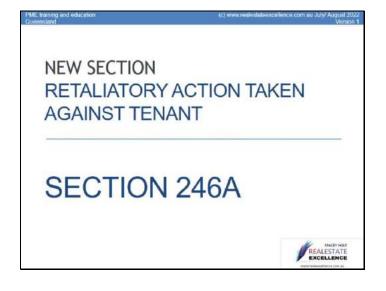
NEW section 365A - cannot make false or misleading statements

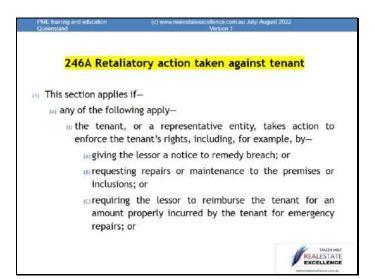
365B Lessor must not let premises for 6 months after ending tenancy for premises being sold

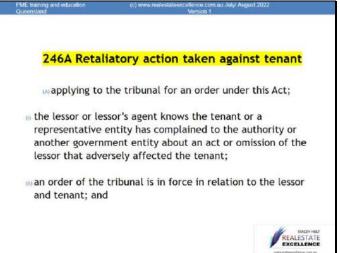
365C Lessor must not let premises for 6 months after ending tenancy for change of use

365D Lessor must not let premises for 6 months after ending tenancy for owner occupation

LET's refer to the sections for the 'detail'.







PME training and education (c) www.realestateexcellence.com au July/ August 2022 Queenstand Version 1	
246A Retaliatory action taken against tenant	
after a matter mentioned in paragraph (a)	
arises, the lessor—	
gives the tenant a notice to remedy breach	,
other than a notice relating to a failure to	
pay rent for at least 7 days; or	
mincreases the rent payable under the	
residential tenancy agreement; or	
mtakes action to end the residential tenancy	
agreement; or	
REALEST	THE PARTY HOLD
EXCELLE Appendix to a principal pr	MCE
PME training and education (c) www.realestateexcellence.com.au.July/ August 2022 Queensland Version 1	
246A Retaliatory action taken against tenant	
m refuses to enter into a further residential tenancy agreemen	nt,
at the end of the current agreement, with the tenant.	
(1) The tenant may apply to the tribunal for an order to set aside the	he
lessor's action if the tenant reasonably believes the action was take	
to intimidate or punish the tenant for a matter mentioned subsection (1)(a).	in
subsection (1)(a).	
(2) The application must be made within 1 month after the tena	nt
becomes aware of the lessor taking the action.	
REALEST.	
EXCELLE 1	NCE
FME training and education (c) www.realestateexcellence.com.au.July/ August 2022 Queensland Version 1	
246A Retaliatory action taken against tenant	
m The tribunal may make the order sought if the tribunal	
is satisfied the lessor's action was likely to have been	
taken by the lessor to intimidate or punish the tenant for a matter mentioned in subsection (1)(a).	
The tenant may form a belief under subsection (1), and	<u></u>
the tribunal may be satisfied of a matter under	
subsection (4), whether or not—	
(a) the tenant was intimidated or suffered a	
punishment; or	
(b) any person was convicted or found guilty of an	
offence against this Act.	
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Notice of intention to leave existing laws/ no changes

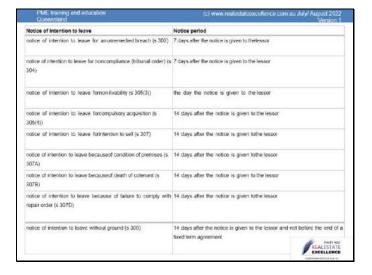
- Unremedied breach (section 302). 7 days.
- Noncompliance with a tribunal order (section 304).
 7 days.

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- Non-liveability (section 305(3)). Day the notice is given.
- Compulsory acquisition (section 305(4)). 14 days.
- · Intention to sell (section 307). 14 days.
- · Without ground (section 308). 14 days



Notice of intention to leave NEW Laws Condition of premises (new, section 307A). 14 days. Death of cotenant (new, section 307B). 14 days. Failure to comply with tribunal repair order (new section 307D). 14 days.



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Amendment of section 65
Entry Condition Report
3 days removed and increased to 7 days
(clear day timeframes remain)
Aligns with new section for tenants (notice of intention to leave)
Condition of premises (new, section 307A). 14 days.
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PME training and education (c) www.realestakeexcellence.com.au July/ August 2022 Quoencland Version 1
RTRA Act
Section 185 Lessor obligations and
section 17A Minimum Housing standards
(Current laws, with no changes)
Section 185 was amended in November 2017, and
section 17a (NEW) added at same time ready for Minimum Housing standards (in the
regulations)
5/
REALESTATE EXCELLENCE
P EXCELLENCE
PME training and education (c) www.realestateexcellence.com.au.July/ August 2022 Queensland Version 1
RTRA regulations Section 19A Prescribed minimum
housing standards—Act, s 17A
(i) For section 17A of the Act, the standards stated in
schedule 5A are the prescribed minimum housing standards for the following premises—
residential premises let, or to be let, under a residential tenancy agreement;
premises in which rooming accommodation is, or is to be, provided.
IMATHOU REALESTATE
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PAIL training and education (c) www.realectate.com. au July/ August 2022 RTRA regulations Section 19A Prescribed minimum housing standards—Act, s 17A From 1 September 2023, the prescribed minimum housing standards apply to premises if a residential tenancy agreement, or rooming accommodation agreement, for the premises starts on or after that date. From 1 September 2024, the prescribed minimum housing standards apply to all premises to which the standards do not already apply under subsection (2). PAIL training and education (c) www.realectate.com. au July/ August 2022 Minimum Housing Standards Minimum Housing Standards

(IUSSINSIAM)	Version 1
Minimum Hous	sing Standards
Chapter 4 Amendment of Reside	ntial Tenancies and Rooming Accommodation
Regulation NOT YET COMMENCED	
Schedule 5A Prescribed min	nimum housing standards section 19A
1 Weatherproof and stre	ucturally sound
(1)Premises must be wearepair.	therproof, structurally sound and in good
(2)Premises are not weat	therproof if the roofing or windows of the
premises do not prevent	water entering the premises when it rains.
	REALESTATE EXCELLENCE

Queensland	Varsion 1
Minimum Ho	ousing Standards
Part 1 Safety and se	curity
(3)Without limiting so if—	ubsection (1), premises are not structurally sound
(a)a floor, wall, ceiling defect; or	ng or roof is likely to collapse because of rot or a
(b)a deck or stairs ar	e likely to collapse because of rot or a defect; or
(c)a floor, wall or cei significant dampness	iling or other supporting structure is affected by ; or
(d)the condition of the occupant's personal	he premises is likely to cause damage to an property.

PME training and education Queensland	(c) www.realestateexcellence.com.au July/ August 2022 Version 1	
Minimum Housing Standards		
2 Fixtures and fittings		
The fixtures a	and fittings, including electrical	
appliances, for premises—		
(a)must be in good repair; and		
(b)must not be likely to cause injury to a person		
through the ordinary use of the fixtures and		
fittings.	SEALEST ATE EXCELLENCE THE EXCELLENCE THE EXCELLENCE OF THE EXCELLENCE	

Queensland	Version 1
Minimum H	ousing Standards
3 Locks on w	indows and doors
(1)Premises let, or	to be let, under a residential tenancy agreement
must have a function	oning lock or latch fitted to all external windows and
doors to secure the	premises against unauthorised entry.
(2)Premises let, or	to be let, under a rooming accommodation agreement
must have a function	oning lock or latch fitted to all windows and doors of a
resident's room to	secure the room against unauthorised entry.
(3)Subsection (1) or	(2) apply only to the windows and doors that a
person outside the	premises or room could access without having to use
a ladder	STACE HOLY REALESTATE

Minimum Housing Standards

4 Vermin, damp and mould

(1)Premises must be free of vermin, damp and mould.

(2)Subsection (1) does not apply to vermin, damp or mould caused by the tenant, including, for example, caused by a failure of the tenant to use an exhaust fan installed at the premises.

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Minimum Housing Standards

5 Privacy

(1) Premises must have privacy coverings for windows in all rooms in which tenants or residents are reasonably likely to expect privacy, including, for example, bedrooms.

(2) Privacy coverings for windows include any of the following—

(a) blinds; (b) curtains; (c) tinting; (d) glass frosting.

(3) Subsection (1) does not apply to a window of a room if a line of sight between a person outside the premises and a person inside the room is obstructed by a fence, hedge, tree or other feature of the property.

Minimum Housing Standards

Part 2 Reasonable functionality

6 Plumbing and drainage

Premises must—

(a)have adequate plumbing and drainage for the number of persons occupying the premises; and

(b)be connected to a water supply service or other infrastructure that supplies hot and cold water suitable for drinking.

Minimum Housing Standards

Part 2 Reasonable functionality

7 Bathrooms and toilets

(1) The bathroom and toilet facilities at premises must provide the user with privacy.

(2) Each toilet must—

(a) function as designed, including flushing and refilling; and

(b) be connected to a sewer, septic system or other waste disposal system.

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Minimum Housing Standards
8 Kitchen
A kitchen, if included, must include a functioning cook-top.
9 Laundry
A laundry, if included, must include the fixtures required to provide a functional laundry other than
whitegoods
SACY HOT REALESTATE EXCELLENCE TENSIONERS AND A
PME training and education (c) www.realestatexcellence.com.au.July/ August 2022 Queenstand Version 1
Amendment of section 214
meaning of emergency repairs.
The following will be added to section 214;
Also, emergency repairs are works needed for the
premises or inclusions to comply with the
prescribed minimum housing standards.
REALESTATE
EXCELLENCE Make your work to a second
PMC training and education (c) www.realestateoxcellence.com au Julyl August 2022 Queenstand Version, 1
Emergency repairs amounts increase
Amendment of section 219
cost of emergency repairs arrange by tenant
Castion 240(4) (agreement for 2 words worth
Section 219(1), 'agreement for 2 weeks rent'— omit, insert— residential tenancy agreement for 4 weeks rent.
Change from 2 weeks to 4 weeks to spend on emergency repair if provisions met.
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	E training and education sensiand	(c) www.rea/estafaexcellence.com.au July/ August 2/ Version 1	2022
The lessor's agent may arrange for a suitably qualified person to carry out emergency repairs to the premises or inclusions if the repairs are not likely to cost more than the emergency repair limit for the residential tenancy agreement.			
The lessor's agent may arrange for a suitably qualified person to carry out emergency repairs to the premises or inclusions if the repairs are not likely to cost more than the emergency repair limit for the residential tenancy agreement.			range for
qualified person to carry out emergency repairs to the premises or inclusions if the repairs are not likely to cost more than the emergency repair limit for the residential tenancy agreement.	emergency repai	rs to be made	
qualified person to carry out emergency repairs to the premises or inclusions if the repairs are not likely to cost more than the emergency repair limit for the residential tenancy agreement.			
the premises or inclusions if the repairs are not likely to cost more than the emergency repair limit for the residential tenancy agreement.			7.0
likely to cost more than the emergency repair limit for the residential tenancy agreement.	qualified perso	n to carry out emergency re	epairs to
for the residential tenancy agreement.	the premises of	or inclusions if the repairs	are not
TACY HOLD REALESTATE	likely to cost m	nore than the emergency rep	pair limit
REALESTATE	for the resident	ial tenancy agreement.	
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PME training and education (c) www.realestateaccelence.com.au Julyl August 2022 Queensland Version 1	New Section 21	9A - Lessor's agent may a	arrange for
The state of the s			3
PME training and education Quientialand (c) www.readestate-accellence com. au July/ August 2022 Version 1 New Section 219A - Lesson's agent may arrange for emergency repairs to be made			
New Section 219A - Lessor's agent may arrange for	If the lessor's		
New Section 219A - Lessor's agent may arrange for	and pays for	agent acts under subsection	on (1)
New Section 219A - Lessor's agent may arrange for emergency repairs to be made	and pays ioi	STATE OF THE STATE	
New Section 219A - Lessor's agent may arrange for emergency repairs to be made If the lessor's agent acts under subsection (1)		the emergency repairs, the	agent
New Section 219A - Lessor's agent may arrange for emergency repairs to be made If the lessor's agent acts under subsection (1) and pays for the emergency repairs, the agent	may make de	the emergency repairs, the ductions from payments of	agent f rent,
New Section 219A - Lessor's agent may arrange for emergency repairs to be made If the lessor's agent acts under subsection (1) and pays for the emergency repairs, the agent may make deductions from payments of rent,	may make de up to the	the emergency repairs, the ductions from payments of cost of the repairs, b	agent f rent, before
New Section 219A - Lessor's agent may arrange for emergency repairs to be made If the lessor's agent acts under subsection (1) and pays for the emergency repairs, the agent may make deductions from payments of rent, up to the cost of the repairs, before	may make de up to the disbursement	the emergency repairs, the ductions from payments of cost of the repairs, b	agent f rent, before
New Section 219A - Lessor's agent may arrange for emergency repairs to be made If the lessor's agent acts under subsection (1) and pays for the emergency repairs, the agent may make deductions from payments of rent, up to the cost of the repairs, before disbursement of the payments to the lessor's	may make de up to the disbursement	the emergency repairs, the ductions from payments of cost of the repairs, b	agent f rent, before
New Section 219A - Lessor's agent may arrange for emergency repairs to be made If the lessor's agent acts under subsection (1) and pays for the emergency repairs, the agent may make deductions from payments of rent, up to the cost of the repairs, before disbursement of the payments to the lessor's account.	may make de up to the disbursement	the emergency repairs, the ductions from payments of cost of the repairs, b	agent f rent, before essor's
New Section 219A - Lessor's agent may arrange for emergency repairs to be made If the lessor's agent acts under subsection (1) and pays for the emergency repairs, the agent may make deductions from payments of rent, up to the cost of the repairs, before disbursement of the payments to the lessor's account.	may make de up to the disbursement	the emergency repairs, the ductions from payments of cost of the repairs, b	agent f rent, before essor's

Section 219A - Lessor's agent may arrange for emergency repairs to be made

If the lessor's agent acts under subsection (1) or (2), the agent must inform the lessor of the action as soon as practicable after taking it.

In this section— emergency repair limit, for a residential tenancy agreement, means an amount equal to the amount payable under the agreement for 4 weeks rent

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Repair orders from the Explanatory notes page 43	
Clause 50 removed existing section 221 Orders of	
tribunal about carrying out emergency repairs and replaces it with a new section 221 Application for repair	
order for residential tenancy agreements.	
 New subsection 221(1) provides that the tenant, or a 	
representative entity, may apply to the tribunal for a	
repair order if the premises or inclusions need repair	
and:	
REALESTATE RECEILENCE	
probabilities and as	
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D	
Repair orders from the Explanatory notes page 43	
for routine repairs, the tenant has informed the lessor	
or agent of the need for repairs (in line with	
requirements under section 217, and the repair was not	
done within a reasonable time after the lessor or agent	
was informed of the need for repair by the tenant.	
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REALESTATE EXCELLENCE	
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PME training and education (c) www.realestatiescontence.com.eu July/ August 2022 Queensland Vinston 1	
D	
Repair orders from the Explanatory notes page 43	
• for emergency repairs, the tenant has been unable	

to notify the lessor or nominated repairer of the need for the repair or the repair was not made within a reasonable time after the tenant had given notice to the lessor or nominated repairer of the need for repair Explanatory notes page 43

Clause 51 inserted new sections 221A to 221C dealing with repair orders granted by the tribunal for a residential tenancy agreement.

Explanatory notes page 44

Under new subsection 221A(2), the tribunal must give consideration to the conduct of the lessor and agent, the risk of injury that the damage is likely to cause a person at the premises, and the loss of amenity caused by the damage. The tribunal may also consider any other matter the tribunal considers relevant.

Under new subsection 221A(3), the tribunal may make any order or give any directions about the repairs it considers appropriate in the circumstances, or if the premises is vacant, the tribunal may make an order that the premises not be occupied under a residential tenancy agreement until stated repairs are completed.

Explanatory notes page 44

New subsection 221A(4) provides that, without limiting new subsection 221(3), the tribunal may make an order about 1 or more of the following matters:

• what is, or is not, to be repaired

• that the lessor carries out the repairs within the time decided by the tribunal

• that the tenant may arrange for a suitably qualified person to carry out the repairs for an amount decided by the tribunal

• who must pay for the repairs

• that the tenant may pay a reduced rent until the repairs are carried out to the standard decided by the tribunal

• that the lessor must pay an amount to the tenant as compensation for loss of amenity

• that a suitably qualified person must assess the need for the repairs or inspect the premises or inclusions

• that the residential tenancy agreement ends if the repairs are not completed by a stated date.

PME training and Queensland	d education	(c) www.realestateexcellence.com.au July/ August Version 1	12022
Expla	anatory	notes page 44	
4.4000000000000000000000000000000000000			
repair order of	continues to app	d (6) provide that until a repair order is co lly to the premises and does not end wi	th any particular
	enancy agreeme ection to the auth	nt. The tribunal must give a copy of a re ority.	pair order made
New section 2	221B Extension	s of time to comply with repair order to al	low the lessor to
		tension of time to comply with a repair of 21B(2) provides that the tribunal may gra	
of time to com	mply with the rep	air order only if the tribunal is satisfied the rs within the required time because of an	lessor is unable
reasons: hard	dship, a shortage	of a material necessary to make the rep sing the lessor difficulty in being supplied	pairs, the remote
necessary to	make the repa	irs or engaging a suitably qualified personify the authority of any extension gra	son to make the
section.	tilburiai most n	only the authority of any extension gra	anted under the
			REALESTATE EXCELLENCE
			resistate our forms (only as
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Expla	anatory	notes page 44	
	an iontoly	notes page	
New section 2	221C Offence	to contravene a repair order. New s	subsection 221C/1)
provides that a	a person must o	comply with a repair order to the exter	nt the order applies
		son has a reasonable excuse. A max ion 221C(2) provides that an offence	
(1) is a continu	uing offence and	may be charged in 1 or more complete	aints for the periods
after a convicti	ion is 5 penalty	naximum penalty for each week the units. The offence applies whether o	
tenancy agreer	ment has ende	d.	
			4
			REALESTATE EXCELLENCE
			mintalementers, on as
PME training and	d education	(c) www.realestateexcellence.com.au July/ August	1 2022
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Applicati	ion for ter	mination because of misrep	presentation
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100000000000000000000000000000000000000		ermination because of misrepre	
11		onths on which the tenant occupie	and the second state of the second se
		nancy agreement, the tenant may	
		on order because the lessor or les	sor's agent gave
the tenant	. raise or misi	eading information about—	
			STACEV HOU
			REALESTATE

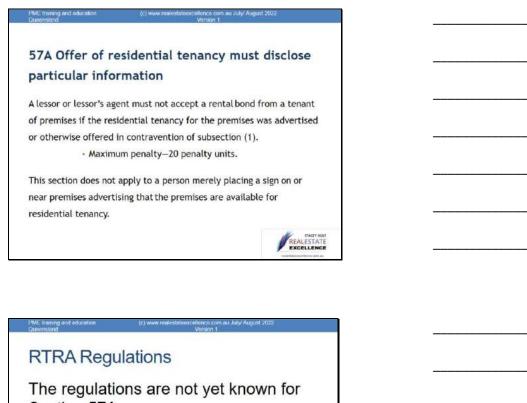
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Accord.
Application for termination because of minutes the
Application for termination because of misrepresentation
312A Application for termination because of misrepresentation
(a) the condition of the premises or inclusions; or
(b) the services provided for the premises; or
(c) a matter relating to the premises that is likely to affect the tenant's
quiet enjoyment of the premises; or
(d)the agreement or any other document the lessor must give the tenant
under this Act; or
under this Act, or
STACEY HOLT
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70.00
Application for termination because of misrepresentation
312A Application for termination because of misrepresentation
continued
Example of document that must be given to tenant—
body corporate by-laws that apply to the premises
(e) the rights and obligations of the tenant or lessor under this Act.
(2) An application made under subsection (1) is called an application made
because of misrepresentation
occours of march community
SACTIVAL
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meta/Massoriene (Int. ar.
PME traning and education (c) www.realestatiexcellence.com.au Julyf August 2022 Queensland Version 1
Application for termination because of misrepresentation
2470 Winnerson to time
347B Misrepresentation
(1) If an application is made to the tribunal for a termination order
because of misrepresentation, the tribunal may make the order if
satisfied—
(a) the applicant has established the grounds for making the application
under section 312A(1); and
entry and a second Co.
MARK A CONTRACTOR OF

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Application for termination because of misrepresentation		
347B Misrepresentation		
(b) the false or misleading information, that is the subject of the		
application, justifies terminating the residential tenancy agreement.		
(2) In deciding whether the false or misleading information justifies terminating the residential tenancy agreement, the tribunal must have		
regard to—		
REALESTATE		
EXCELLENCE CONTROL OF ACTION AS		
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1800 TO 1000 T		
Application for termination because of misrepresentation		
Application to terminate pecuals of mistopressitution		
347B Misrepresentation		
2 (a) the extent to which the false or misleading information did any of the		
following-		
(i) induced the tenant to enter into the agreement;		
REALESTATE		
REALES INC.		
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Quier Scarg Version 1		
Application for termination because of misrepresentation		
347B Misrepresentation		
(ii) misrepresented the condition of the premises or inclusions;		
(iii) misrepresented the services provided for the premises;		
SIACO HOCI		
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And department of the second o	
Application for termination because of misrepresentation	
347B Misrepresentation	
(iv) adversely affected the tenant in exercising a right under this Act;	
(v) adversely affected the tenant's quiet enjoyment of the premises; and	
(b) any adverse effects likely to be suffered by the tenant or other persons	
if the agreement were not terminated.	
W. Williams	
REALESTATE EXCELLENCE	
statemphone others can as	
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West-state Mindows	
Application for termination because of misrepresentation	
347B Misrepresentation	
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(3) In deciding the application, the tribunal may have regard to any	
other matter the tribunal considers relevant.	
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57A Offer of residential tenancy must disclose	
particular information	
The spin-transferonation of th	
$_{\scriptscriptstyle (1)}$ A lessor or lessor's agent must not advertise or otherwise	
offer a residential tenancy for premises unless the	
information prescribed by regulation is stated in, or	
otherwise disclosed with, the advertisement or offer.	
 Maximum penalty—20 penalty units. 	
3MCD HQU	



The regulations are not yet known for Section 57A.

Reminder, understanding the Act and Regulations

• The difference





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Some best	practice changes needed		
 Follow up change of system for return of entry condition report 			
	odic agreements and notification the upcoming changes		
· Lease renewa	al changes		
 Educating prohousing stand 	operty owners for minimum dards		

Some best practice changes needed

- Educating property owners regarding the pet laws

- Educating property owners on repair orders

- Educating owners on new section 246A

- Advising owners of stage 2 More to come

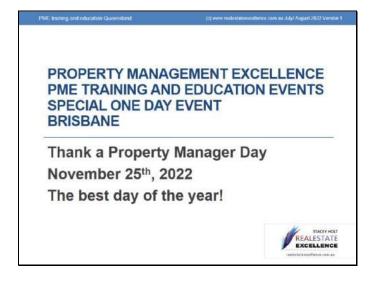
Some best practice changes needed - NEW forms coming such as Form 12 and Form 18a upon commencement of the new laws Updated QCAT Form 2 for new provisions • The PO Form 6 management agreement and expenditure limits REALESTATE Some best practice changes needed · Transitional provisions from old law to the new laws · Current Form 18a tenancy agreements REALESTATE Please read the supplied Housing Act and Explanatory notes with these notes. The RTRA Act and regulations can be found at www.legislation.qld.gov.au - IN Force legislation link and then go to R. Noting it will be amended.

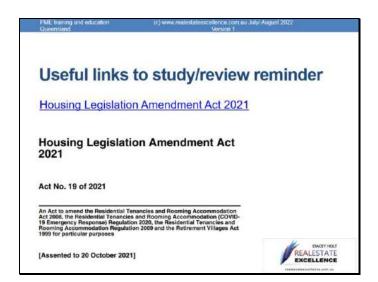
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