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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



first
national
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We put you first

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PME education and training

RTRA Act

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- Hazards – Handbags and briefcases
- Break / morning tea
- No photos or recordings permitted - happy for photos with me for social media (and you 😊)
- Workbooks – links to download emailed three times to email you registered with
- Evacuation
- Bathrooms
- Smoking
- Mobile phones

If it is not in writing, it does not exist – reminder to make plenty of notes as we go along.



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Useful links to study/review

[Housing Legislation Amendment Act 2021](#)

Housing Legislation Amendment Act 2021

Act No. 19 of 2021

An Act to amend the Residential Tenancies and Rooming Accommodation Act 2008, the Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020, the Residential Tenancies and Rooming Accommodation Regulation 2009 and the Retirement Villages Act 1999 for particular purposes

[Assented to 20 October 2021]



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Explanatory notes - review

[Explanatory Notes for Bills \(parliament.qld.gov.au\)](http://parliament.qld.gov.au)

Housing Legislation Amendment Bill 2021

Housing Legislation Amendment Bill 2021

Explanatory Notes

Short title

The short title of the Bill is the Housing Legislation Amendment Bill 2021.



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Stage 1 of 2 – sourced from Government document 2019

A roadmap for reform

Consultation identified a common set of rental issues that are important to tenants, owners and managers.


The two-staged reform approach will prioritise actions to support tenants enforce their existing rights and ensure rental accommodation is safe, secure and functional.

As reforms are identified and developed, there will continue to be opportunities for the community to have their say, particularly where views are divided about reform options.

The Residential Tenancies Authority (RTA) will continue to improve services to offer more channels to do business that are fast, convenient and targeted to meet customer needs.

Together these stages will deliver workable solutions on the issues that matter and improve renting in Queensland.

<p>Stage 1 – Safety, security and certainty:</p> <ul style="list-style-type: none">• ensure rental accommodation is safe, secure and functional• improve livability of rental accommodation• protect vulnerable people in the rental market• prohibit retaliatory evictions• introduce an information disclosure power.	<p>Stage 2 – modern tenancy laws and accountability:</p> <ul style="list-style-type: none">• balance privacy and quiet enjoyment with reasonable entry rights• support accessible and sustainable rental accommodation through effective bond, rent and tenure settings• improve property manager accountability and conduct• improve access to timely, consistent and effective dispute resolution mechanisms.
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Pets – Sections 184A to 184G

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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The prescribed reasonable grounds for refusing a request for approval to keep pets are as follows;


- keeping the pet would exceed a reasonable number of pets being kept at the premises
- the property is unsuitable to keep the requested pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet
- keeping the pet on the property would pose an unacceptable risk to health and safety



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Prescribed reasonable grounds continued


- keeping the pet is likely to result in damage that could not practically be repaired for a cost less than the rental bond for the premises
- keeping the pet on the property would be contrary to other legislation, regulations, or rules, including local government ordinances, caravan park rules or strata title by-laws, or
- the tenant does not agree to reasonable conditions
- the animal is not a pet as defined under the Act



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The lessor's approval can be given subject to the following reasonable conditions set out in the Act


- the pet must stay outside or be restricted to a particular part of the property
- the tenant must arrange for the premises to be professionally fumigated at the end of the tenancy if the pet is capable of carrying parasites that could infest the premises



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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.



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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.




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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.




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Section 192 (2) - current and future definition with amendment to ©

(2) In this section—

significant breach, for a notice to remedy breach, means a breach relating to any of the following—


- (a) using the premises for an illegal purpose;
- (b) the number of occupants allowed to reside in the premises;
- (c) keeping a pet on the premises;
- (d) another matter, if the reasonable cost of rectifying the matter exceeds 1 week’s rent for the premises.



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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;




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Definition of working dog S184A reminder

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.




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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



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297B Application for termination because of serious breach

(b) intentionally or recklessly—

(i) destroyed or seriously damaged a part of the premises;

(ii) or endangered another person in the premises or a person occupying, or allowed on, premises nearby; or



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297B Application for termination because of serious breach

(iii) interfered significantly with the reasonable peace, comfort or privacy of another tenant or another tenant's appropriate use of the other tenant's property.

(2) An application made under this section is called an application made because of **serious breach**.




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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.




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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




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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—



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347A Serious breach

- (a) the damage done to the premises and inclusions by the relevant action, including the likely cost of the damage compared to the rental bond for the premises;
- (b) whether the relevant action was recurrent and, if it was recurrent, the frequency of the recurrences;
- (c) the adverse effects the relevant action had on any person, including physical harm and financial loss.




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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).



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There are no changes to breach procedures such as rent arrears etc. Existing laws apply.



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Possession of property

(current law/no changes)


Section 353 Way of recovering possession of premises

(1) This section applies to premises in the possession of a person—

- (a) as the tenant under an agreement; or
- (b) as the former tenant under an agreement holding over after termination of the agreement.

(2) A person must not recover possession of the premises other than in a way authorised under this Act.

Maximum penalty for subsection (2)—50 penalty units.



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Queensland Government RTA Web Services eServices Disputes **Investigations** Rental as News Contact EN English

Investigations

In this section


- Overview - RTA Investigations
- Outcomes from an RTA Investigation
- Frequently asked questions

Investigations

The RTA's Investigations function supports tenants in the rental sector through ensuring that all parties to a tenancy comply with the Residential Tenancies and Rooming Accommodation Act 2008 (the Act). We achieve this through taking a proactive approach to education, targeted compliance activities and investigations on behalf of customers into alleged breaches of the Act.

The RTA encourages landlords/agents and property managers/tenants to try to resolve disagreements by talking to each other. If help is required to resolve a disagreement, eg. a bond refund dispute, our free dispute resolution service provides conciliation to help the parties reach an outcome.

RTA website
www.rta.qld.gov.au
Refer to investigations at the top of the page.



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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,



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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,



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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



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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).




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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.




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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)



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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.



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Notice to leave **NEW**

- Owner occupation (new, section 290G). 2 months and not before the end of a fixed term agreement.
- End of fixed term agreement (new, section 291). 2 months and not before the end of a fixed term agreement.



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Notice to leave	Notice period
notice to leave for an unremedied breach that is a failure to pay rent (s281)	7 days after the notice is given to the tenant
notice to leave for an unremedied breach that is any failure other than a failure to pay rent (s 281)	14 days after the notice is given to the tenant
notice to leave for non-compliance (tribunal order) (s 282)	7 days after the notice is given to the tenant
notice to leave for non-inhabitability (s284(3))	the day the notice is given to the tenant
notice to leave for compulsory acquisition (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 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 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




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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'.



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NEW SECTION RETALIATORY ACTION TAKEN AGAINST TENANT

SECTION 246A




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246A Retaliatory action taken against tenant

(1) This section applies if—


- (a) any of the following apply—
 - (i) the tenant, or a representative entity, takes action to enforce the tenant's rights, including, for example, by—
 - (A) giving the lessor a notice to remedy breach; or
 - (B) requesting repairs or maintenance to the premises or inclusions; or
 - (C) requiring the lessor to reimburse the tenant for an amount properly incurred by the tenant for emergency repairs; or



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246A Retaliatory action taken against tenant

- (a) applying to the tribunal for an order under this Act;
- (b) the lessor or lessor's agent knows the tenant or a representative entity has complained to the authority or another government entity about an act or omission of the lessor that adversely affected the tenant;
- (c) an order of the tribunal is in force in relation to the lessor and tenant; and




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246A Retaliatory action taken against tenant

(a) after a matter mentioned in paragraph (a) arises, the lessor—

- (i) 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
- (ii) increases the rent payable under the residential tenancy agreement; or
- (iii) takes action to end the residential tenancy agreement; or



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246A Retaliatory action taken against tenant

- (i) refuses to enter into a further residential tenancy agreement, 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 lessor's action if the tenant reasonably believes the action was taken to intimidate or punish the tenant for a matter mentioned in subsection (1)(a).

(2) The application must be made within 1 month after the tenant becomes aware of the lessor taking the action.




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246A Retaliatory action taken against tenant

(1) 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).

(2) The tenant may form a belief under subsection (2), and 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.
- 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




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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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Notice of intention to leave	Notice period
notice of intention to leave for unremedied breach (s 302)	7 days after the notice is given to the lessor
notice of intention to leave for noncompliance (tribunal order) (s 304)	7 days after the notice is given to the lessor
notice of intention to leave for non-liveability (s 305(3))	the day the notice is given to the lessor
notice of intention to leave for compulsory acquisition (s 305(4))	14 days after the notice is given to the lessor
notice of intention to leave for intention to sell (s 307)	14 days after the notice is given to the lessor
notice of intention to leave because of condition of premises (s 307A)	14 days after the notice is given to the lessor
notice of intention to leave because of death of cotenant (s 307B)	14 days after the notice is given to the lessor
notice of intention to leave because of failure to comply with repair order (s 307D)	14 days after the notice is given to the lessor
notice of intention to leave without ground (s 308)	14 days after the notice is given to the lessor and not before the end of a fixed term agreement.




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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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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)



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RTRA regulations Section 19A Prescribed minimum housing standards—Act, s 17A

(1) For section 17A of the Act, the standards stated in
schedule 5A are the prescribed minimum housing
standards for the following premises—

- (a) residential premises let, or to be let, under a
residential tenancy agreement;
- (b) premises in which rooming accommodation is, or is
to be, provided.



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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).



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Minimum Housing Standards

Chapter 4 Amendment of Residential Tenancies and Rooming Accommodation
Regulation NOT YET COMMENCED


Schedule 5A Prescribed minimum housing standards section 19A

Part 1 Safety and security

1 Weatherproof and structurally sound

(1) Premises must be weatherproof, structurally sound and in good repair.

(2) Premises are not weatherproof if the roofing or windows of the premises do not prevent water entering the premises when it rains.




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Minimum Housing Standards

Part 1 Safety and security

(3) Without limiting subsection (1), premises are not structurally sound if—

- (a) a floor, wall, ceiling or roof is likely to collapse because of rot or a defect; or
- (b) a deck or stairs are likely to collapse because of rot or a defect; or
- (c) a floor, wall or ceiling or other supporting structure is affected by significant dampness; or
- (d) the condition of the premises is likely to cause damage to an occupant's personal property.




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Minimum Housing Standards

2 Fixtures and fittings

The fixtures 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.




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Minimum Housing Standards

3 Locks on windows and doors

- (1) Premises let, or to be let, under a residential tenancy agreement must have a functioning 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 functioning 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




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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.



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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.



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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



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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.




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Emergency repairs amounts increase

Amendment of section 219 cost of emergency repairs arrange by tenant

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


(1) 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.



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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.




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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:



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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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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



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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.




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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.




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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.




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Explanatory notes page 44

New subsections 221A(5) and (6) provide that until a **repair order** is complied with, the **repair order** continues to apply to the premises and does not end with any particular residential tenancy agreement. The tribunal must give a copy of a **repair order** made under this section to the authority.


New section 221B *Extensions of time to comply with repair order* to allow the lessor to apply to the tribunal for an extension of time to comply with a **repair order** applying to the lessor. New subsection 221B(2) provides that the tribunal may grant an extension of time to comply with the **repair order** only if the tribunal is satisfied the lessor is unable to complete the ordered repairs within the required time because of any of the following reasons: hardship, a shortage of a material necessary to make the repairs, the remote location of the premises causing the lessor difficulty in being supplied with a material necessary to make the repairs or engaging a suitably qualified person to make the repairs. The tribunal must notify the authority of any extension granted under this section.



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Explanatory notes page 44

New section 221C *Offence to contravene a repair order*. New subsection 221C(1) provides that a person must comply with a **repair order** to the extent the order applies to the person, unless the person has a reasonable excuse. A maximum penalty of 50 units is applied. New subsection 221C(2) provides that an offence against subsection (1) is a continuing offence and may be charged in 1 or more complaints for the periods the offence continues. The maximum penalty for each week the offence continues after a conviction is 5 penalty units. The offence applies whether or not the residential tenancy agreement has ended.



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Application for termination because of misrepresentation

312A Application for termination because of misrepresentation

(1) Within the first 3 months on which the tenant occupies the premises under the residential tenancy agreement, the tenant may apply to the tribunal for a termination order because the lessor or lessor's agent gave the tenant false or misleading information about—



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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



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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***



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Application for termination because of misrepresentation

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



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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—




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Application for termination because of misrepresentation

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;



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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;



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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.




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Application for termination because of misrepresentation

347B Misrepresentation

(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

(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.




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57A Offer of residential tenancy must disclose particular information

A lessor or lessor's agent must not accept a rental bond from a tenant of premises if the residential tenancy for the premises was advertised or otherwise offered in contravention of subsection (1).

- Maximum penalty—20 penalty units.

This section does not apply to a person merely placing a sign on or near premises advertising that the premises are available for residential tenancy.




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RTRA Regulations

The regulations are not yet known for Section 57A.

Reminder, understanding the Act and Regulations

- The difference



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Useful links to study/review

[Housing Legislation Amendment Act 2021](#)

Housing Legislation Amendment Act 2021

Act No. 19 of 2021

An Act to amend the Residential Tenancies and Rooming Accommodation Act 2008, the Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020, the Residential Tenancies and Rooming Accommodation Regulation 2009 and the Retirement Villages Act 1999 for particular purposes.

[Assented to 20 October 2021]

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Explanatory notes - review

[Explanatory Notes for Bills \(parliament.qld.gov.au\)](http://parliament.qld.gov.au)

Housing Legislation Amendment Bill 2021

Housing Legislation Amendment Bill 2021

Explanatory Notes

Short title

The short title of the Bill is the Housing Legislation Amendment Bill 2021.



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Some best practice changes needed


- Follow up change of system for return of entry condition report
- Current periodic agreements and notification to lessors of the upcoming changes
- Lease renewal changes
- Educating property owners for minimum housing standards



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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



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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



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Some best practice changes needed

- Transitional provisions from old law to the new laws
- Current Form 18a tenancy agreements



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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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Useful Recommended Websites

www.realestateexcellence.com.au

www.fairtrading.qld.gov.au OFT
www.legislation.qld.gov.au QLD legislation
www.rta.qld.gov.au RTA
www.qcat.qld.gov.au QCAT Forms and Information

PME - Property Management Excellence system
www.realestateexcellence.com.au/memberonline



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Property Management Excellence (PME) Podcasts

Search Stacey Holt and or Property Management Excellence on your preferred app to listen to many valuable tips and information to assist you and your agency. You can also listen on your PC (visit my website for link).



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Useful links to study/review reminder


[Housing Legislation Amendment Act 2021](#)

Housing Legislation Amendment Act 2021

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Explanatory notes – review reminder

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Housing Legislation Amendment Bill 2021

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