



New South Wales

Residential Tenancies Amendment (Domestic Violence Reform) Bill 2025

Explanatory note

This explanatory note relates to this Bill as introduced into Parliament.

Overview of Bill

The object of this Bill is to amend the *Residential Tenancies Act 2010* (***the Act***) as a result of a statutory review of provisions of the Act dealing with domestic violence. This Bill—

- (a) provides that a tenant is not vicariously liable for property damage that occurred in the course of domestic abuse by a person other than the tenant, and
- (b) clarifies the circumstances in which a landlord may access residential premises for the purpose of taking photos and visual recordings of the premises and places safeguards on the publication of photographs and visual recordings, and
- (c) expands the circumstances in which a tenant may change the locks at residential premises, and
- (d) clarifies and expands the existing categories of competent persons who can provide a declaration that a tenant or a dependent child of the tenant is a victim of domestic abuse, and
- (e) strengthens confidentiality requirements relating to tenants who have terminated a residential tenancy agreement due to domestic abuse, including by preventing certain information being kept on residential tenancy databases, and
- (f) introduces and amends offences and penalties to support compliance and enforcement of the amendments, and
- (g) makes other related and miscellaneous amendments.

Outline of provisions

Clause 1 sets out the name, also called the short title, of the proposed Act.

Clause 2 provides for the commencement of the proposed Act.

Schedule 1 Amendment of Residential Tenancies Act 2010 No 42

Schedule 1[1] and [2] insert certain definitions for the Act.

Schedule 1[3] and [4] provide that a tenant is not vicariously responsible to the landlord for any act or omission committed by a co-tenant or any other person lawfully on the residential premises if—

- (a) the act or omission is considered to be domestic abuse that results in damage to the residential premises, and
- (b) the tenant is not the alleged perpetrator of the domestic abuse.

The Civil and Administrative Tribunal (the *Tribunal*) may make an order determining liability for an act or omission committed by a co-tenant or any other person that is considered to be domestic abuse and results in damage.

Schedule 1[5] and [6] clarify the circumstances in which a landlord may access residential premises without the consent of the tenant to take photographs or make visual recordings of the premises for the purpose of advertising the residential premises for sale or lease. Access is only permitted with notice and once in the 28-day period before the premises are advertised for sale or lease, or the termination of the tenant's lease.

Schedule 1[7] provides that the landlord must not take photographs or make visual recordings of the residential premises during a residential tenancy agreement if the photographs or recordings will be published and the tenant has not been given 7 days notice and an opportunity to move the tenant's or a dependent child of the tenant's possessions.

Schedule 1[8] amends requirements relating to the publication of photographs and visual recordings of residential premises to—

- (a) require that a copy of photographs or visual recordings proposed to be published be given to the tenant free of charge, and
- (b) provide that a tenant is taken to have refused consent to the publication of a photograph or visual recording 7 days after having been given the photograph or recording if the tenant has not given a written response, and
- (c) clarify the circumstances in which a tenant may refuse consent if it is alleged that a person has committed domestic abuse against the tenant or a dependent child of the tenant.

Schedule 1[9] inserts definitions for the Act, Part 3, Division 7. **Schedule 1[10] and [11]** make consequential amendments.

Schedule 1[12] provides that the landlord or tenant must not change locks at residential premises except in certain circumstances. It also provides for requirements that need to be met by the tenant if the tenant changes locks without the agreement of the landlord.

Schedule 1[13] provides for various orders a Tribunal may make for the security of a residential premises if applied to by the landlord or tenant.

Schedule 1[14] substitutes the Act, Part 5, Division 3A, which relates to terminations of tenancies in circumstances of domestic violence.

Proposed section 105A inserts a definition for the proposed division.

Proposed section 105B sets out the circumstances in which and requirements for a tenant giving a termination notice to a landlord for a residential tenancy agreement if the tenant alleges domestic abuse by a person against the tenant or a dependent child of the tenant.

Proposed section 105C defines *evidence of domestic abuse*.

Proposed section 105D defines *competent person*.

Proposed section 105E sets out how a competent person may declare a tenant or dependent child of a tenant to be a victim of domestic abuse perpetrated by an alleged perpetrator.

Proposed section 105F makes it an offence for a person to knowingly give false or misleading information or do another thing in purported compliance with proposed section 105E or for a person to knowingly give a competent person false or misleading information for the purposes of a competent person making a declaration under proposed section 105E. Both offences are punishable by a maximum penalty of 100 penalty units or imprisonment for 2 years, or both.

Proposed section 105G provides for the effect of a termination notice given under proposed section 105B.

Proposed section 105H requires a landlord who receives a termination notice under proposed section 105B to give each other tenant written notice of the termination notice and sets out requirements relating to notices given to other tenants.

Proposed section 105I provides for a temporary rent adjustment for the remaining tenants if another tenant's tenancy is terminated because of a termination notice given under proposed section 105B.

Proposed section 105J makes it an offence for a person to use or disclose information contained in certain documents relating to the proposed division (*relevant documents*) except in certain circumstances, and provides that a person must ensure relevant documents are stored and disposed of securely.

Proposed section 105K provides that proposed Division 3A does not limit any other right to terminate a residential tenancy agreement and does not affect other rights of a tenant or occupant under the Act.

Schedule 1[15] substitutes section 174 to provide for the circumstances in which a former tenant may request the remaining tenants of a residential tenancy agreement to pay an equal amount of a rental bond for the tenancy formerly paid by the former tenant.

Schedule 1[16] provides for certain powers of the Tribunal concerning co-tenant disputes under the Act, proposed section 174.

Schedule 1[17] and [18] make amendments consequential to Schedule 1[14].

Schedule 1[19] corrects a reference to a landlord's agent to instead refer to an agent of a landlord.

Schedule 1[20] substitutes section 213A and inserts proposed section 213B.

Proposed section 213A makes it an offence for a landlord to list information about a tenancy in a residential tenancy database if the information is personal information about a person who terminated a tenancy under proposed section 105B or who alleges domestic abuse against the person or a dependent child of the person during the tenancy (*excluded information*). It also makes it an offence for a landlord or agent of a landlord to fail to give written notice to the database operator requiring the operator to remove the excluded information. Both offences are punishable by a maximum penalty of 50 penalty units for an individual, or otherwise, 200 penalty units.

Proposed section 213B provides that if a person has not been able to have excluded information about the person removed from a residential tenancy database under proposed section 213A, the Secretary may give a written order to the database operator directing the database operator to remove the excluded information.

Schedule 1[21] makes an amendment consequential to Schedule 1[20].

Schedule 1[22] provides for the circumstances in which an appointment of a person as a tenant's agent is revoked.

Schedule 1[23] contains savings, transitional and other provisions consequent on the enactment of the proposed Act.



New South Wales

Residential Tenancies Amendment (Domestic Violence Reform) Bill 2025

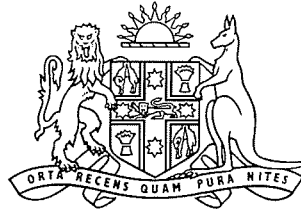
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This PUBLIC BILL, originated in the LEGISLATIVE COUNCIL and, having this day passed, is now ready for presentation to the LEGISLATIVE ASSEMBLY for its concurrence.

Legislative Council

Clerk of the Parliaments



New South Wales

Residential Tenancies Amendment (Domestic Violence Reform) Bill 2025

No , 2025

A Bill for

An Act to amend the *Residential Tenancies Act 2010* as a result of a statutory review of the provisions of the Act dealing with domestic violence; and for other purposes.

The LEGISLATIVE ASSEMBLY has this day agreed to this Bill with/without amendment.

Legislative Assembly

Clerk of the Legislative Assembly

Tabling copy

The Legislature of New South Wales enacts—	1
1 Name of Act	2
This Act is the <i>Residential Tenancies Amendment (Domestic Violence Reform) Act 2025</i> .	3
	4
2 Commencement	5
This Act commences on a day or days to be appointed by proclamation.	6

Schedule 1 Amendment of Residential Tenancies Act 2010 No 42

[1] Section 3 Definitions

Insert in alphabetical order in section 3(1)—

alleged perpetrator—see section 105B(1)(a).

change, for Part 3, Division 7—see section 70A.

competent person, for Part 5, Division 3A—see section 105A.

condition report—see section 29(1).

dependent child, of a tenant of residential premises, means a child who—

- (a) is an occupant of the premises, regardless of whether the child occupies the premises only from time to time, and
- (b) is wholly or partly dependent on the tenant for support.

domestic abuse has the same meaning as in the *Crimes (Domestic and Personal Violence) Act 2007*.

DVO means—

- (a) a serious domestic abuse prevention order within the meaning of the *Crimes (Domestic and Personal Violence) Act 2007*, or
- (b) the following orders within the meaning of that Act, Part 13B—
 - (i) a local DVO,
 - (ii) an interstate DVO,
 - (iii) a foreign order.

evidence of domestic abuse—see section 105C.

family violence injunction means an injunction granted under the *Family Law Act 1975* of the Commonwealth, section 68B or 114, on the basis of evidence of family violence.

key, for Part 3, Division 7—see section 70A.

legal prohibition, for Part 3, Division 7—see section 70A.

lock, for Part 3, Division 7—see section 70A.

[2] Section 29 Condition reports

Omit “A condition report” from section 29(1). Insert instead “A report (a *condition report*)”.

[3] Section 54 Liability of tenant for actions of others

Omit section 54(1A) and (1B). Insert instead—

- (1A) Subsection (1) does not apply to a tenant if—
 - (a) the act or omission—
 - (i) constitutes or results in damage to the residential premises, and
 - (ii) is, or occurs in conjunction with, conduct that would reasonably be considered to be domestic abuse, and
 - (b) the tenant is not the alleged perpetrator of the domestic abuse.
- (1B) For this section, a tenant is taken to be the alleged perpetrator of the domestic abuse if—
 - (a) the tenant is identified as the alleged perpetrator in a document that is evidence of the domestic abuse, or

(b)	the Tribunal identifies the tenant as the alleged perpetrator of the domestic abuse in an order made under section 54B.	1 2
[4]	Sections 54A and 54B	3
	Omit section 54A. Insert instead—	4
54A	Tenant not liable for actions of other tenants occurring during domestic abuse	5
(1)	A tenant is not responsible to the landlord for any act or omission by a co-tenant that is a breach of the residential tenancy agreement if—	6 7
(a)	the act or omission—	8
(i)	constitutes or results in damage to the residential premises, and	9
(ii)	is, or occurs in conjunction with, conduct that would reasonably be considered to be domestic abuse, and	10 11
(b)	the tenant is not the alleged perpetrator of the domestic abuse.	12
(2)	For this section, a tenant is taken to be the alleged perpetrator of the domestic abuse if—	13 14
(a)	the tenant is identified as the alleged perpetrator in a document that is evidence of the domestic abuse, or	15 16
(b)	the Tribunal identifies the tenant as the alleged perpetrator of the domestic abuse in an order made under section 54B.	17 18
(3)	This section is a term of every residential tenancy agreement.	19
54B	Application to Tribunal—dispute about liability	20
(1)	The Tribunal may make an order determining liability for an act or omission referred to in section 54(1A) or 54A(1).	21 22
(2)	The order may be made—	23
(a)	on the application of the landlord or a tenant, including a former tenant, or	24 25
(b)	during other proceedings under this Act.	26
(3)	The Tribunal, when making a decision about whether an act or omission is, or occurs in conjunction with, conduct that would reasonably be considered to be domestic abuse—	27 28 29
(a)	must consider evidence of domestic abuse that relates to the act or omission, and	30 31
(b)	may consider other matters, and	32
(c)	must make the decision on the balance of probabilities.	33
[5]	Section 55 Access generally by landlord to residential premises without consent	34
	Omit section 55(2)(d1). Insert instead—	35
(d1)	to take photographs, or make a visual recording, of the interior or exterior of the premises, for the purpose of advertising the residential premises for sale or lease,	36 37 38
[6]	Section 55(2A) and (2B)	39
	Insert after section 55(2)—	40

(2A)	A landlord, landlord's agent or other person authorised by the landlord may enter the residential premises under subsection (2)(d1) only within the period of 28 days immediately before—	1 2 3
(a)	the residential premises are first advertised for the particular sale or lease, or	4 5
(b)	the termination of the residential tenancy agreement.	6
(2B)	The entry may occur only once in the 28-day period.	7
[7] Section 55AA		8
	Insert after section 55—	9
55AA Notice to tenant before taking photographs		10
(1)	A landlord, landlord's agent or other person authorised by the landlord must not take photographs or make visual recordings of the interior or exterior of residential premises during a residential tenancy agreement if—	11 12 13
(a)	the photos or recordings will be published, and	14
(b)	the tenant has not been given—	15
(i)	at least 7 days notice, and	16
(ii)	a reasonable opportunity to move possessions of the tenant or a dependent child of the tenant so the possessions do not appear in the photographs or recordings.	17 18 19
	Maximum penalty—50 penalty units.	20
(2)	This section is a term of every residential tenancy agreement.	21
(3)	In this section—	22
	published , for a photograph or visual recording, has the same meaning as in section 55A.	23 24
[8] Section 55A Publishing photographs of residential premises with tenant's consent		25
	Omit section 55A(1)–(3). Insert instead—	26
(1)	This section applies to a photograph or visual recording of the interior or exterior of residential premises in which possessions of the tenant or a dependent child of the tenant are visible.	27 28 29
(1A)	A landlord or landlord's agent must not publish the photograph or visual recording unless—	30 31
(a)	a copy of the photograph or visual recording is given to the tenant free of charge, and	32 33
(b)	the tenant gives written consent to the publication.	34
	Maximum penalty—50 penalty units.	35
(1B)	If the publication is for the purpose of advertising the residential premises for sale or lease, the tenant's consent must not be obtained earlier than 3 weeks before the residential premises are first advertised in relation to the particular sale or lease.	36 37 38 39
(1C)	A tenant is taken to have refused to give consent if the tenant has not given a written response within 7 days after being given the photograph or visual recording.	40 41 42
(2)	A tenant must not unreasonably refuse to give consent.	43
(3)	Without limiting subsection (2), a tenant may refuse to give consent if—	44

(a)	the tenant has alleged that a person has committed domestic abuse against the tenant or a dependent child of the tenant and there is, or has been, evidence of the domestic abuse, or	1 2 3
(b)	the tenant has a reasonable fear that the publication may expose the tenant or dependent child to domestic abuse.	4 5
[9]	Section 70A	6
	Insert before section 70—	7
	70A Definitions	8
	In this division—	9
	change , a lock, means—	10
(a)	alter, remove or add the lock, or	11
(b)	cause the lock to be altered, removed or added.	12
	key , for a lock, includes a device or information required to open the lock.	13
	legal prohibition means a prohibition—	14
(a)	imposed by a court or another person or body, and	15
(b)	that restricts a person going to a particular place, whether that place is identified directly or by reference to a person, and	16 17
(c)	that is imposed by way of the following—	18
(i)	an apprehended violence order,	19
(ii)	a DVO,	20
(iii)	a family violence injunction,	21
(iv)	bail conditions,	22
(v)	conditions of parole,	23
(vi)	anything prescribed by the regulations.	24
	lock includes security device.	25
[10]	Section 70 Locks and other security devices	26
	Omit “or other security devices” from section 70(1).	27
[11]	Section 70(2)	28
	Omit “or any other opening device or information required to open a lock or security device”.	29 30
	Insert instead “required to open a lock”.	31
[12]	Sections 71–72	32
	Omit sections 71 and 72. Insert instead—	33
	71 Changes of locks, including other security devices	34
(1)	A landlord or tenant must not change locks at residential premises unless the landlord or tenant—	35 36
(a)	has the agreement of the other party, or	37
(b)	changes the locks—	38
(i)	in an emergency, or	39
(ii)	in accordance with an order of the Tribunal, or	40
(iii)	after the tenancy of a co-tenant was terminated, or	41

	(iv)	after a tenant or occupant of residential premises has become subject to a legal prohibition that prevents the person from having access to the residential premises, or	1 2 3
	(v)	because the tenant reasonably believed a change of locks was necessary to prevent the following persons being subject to a domestic violence offence or domestic abuse by a person other than a co-tenant—	4 5 6 7
	(A)	the tenant,	8
	(B)	a dependent child of the tenant,	9
	(C)	another person occupying the residential premises, or	10
	(vi)	with another reasonable excuse.	11
		Maximum penalty—20 penalty units.	12
	(2)	This section is a term of every residential tenancy agreement.	13
71A		Requirements if tenant changes locks with reasonable excuse	14
	(1)	A tenant who changes locks under section 71 without the agreement of the landlord must engage a locksmith or other appropriately qualified person to carry out the work, unless—	15 16 17
	(a)	the locks are changed in an emergency, or	18
	(b)	it is not practicable for the tenant to engage a locksmith or other person considering—	19 20
	(i)	the tenant's circumstances, and	21
	(ii)	the reasonable excuse under section 71(1)(b)(ii)–(iv) that was relied on by the tenant to change the lock, or	22 23
	(c)	the Tribunal orders otherwise.	24
		Maximum penalty—20 penalty units.	25
	(2)	A tenant who changes locks under section 71 without the agreement of the landlord must give a key for the changed lock to each other co-tenant within 48 hours after the change, unless—	26 27 28
	(a)	the co-tenant otherwise agrees, or	29
	(b)	the Tribunal authorises the key not to be given, or	30
	(c)	the co-tenant is subject to a legal prohibition that prevents the co-tenant from having access to the residential premises.	31 32
		Maximum penalty—20 penalty units.	33
	(3)	This section is a term of every residential tenancy agreement.	34
72		Key to changed lock must be given to other party	35
	(1)	A key required to open a lock that is changed by a landlord must be given by the landlord to each tenant as soon as is reasonably practicable and not later than 7 days after the lock is changed, unless—	36 37 38
	(a)	the tenant otherwise agrees, or	39
	(b)	the Tribunal authorises the key not to be given.	40
		Maximum penalty—20 penalty units.	41
	(2)	A key required to open a lock that is changed by a tenant must be given by the tenant to the landlord not later than 7 days after the lock is changed, unless—	42 43
	(a)	the landlord otherwise agrees, or	44
	(b)	the Tribunal authorises the key not to be given.	45

Maximum penalty—20 penalty units.	1
(3) This section does not require a key to be given to a person who is subject to a legal prohibition that prevents the person from having access to the residential premises.	2 3 4
(4) This section is a term of every residential tenancy agreement.	5
[13] Section 73 Remedies for security of residential premises	6
Omit section 73(a)–(c). Insert instead—	7
(a) an order authorising the landlord or tenant to change a lock,	8
(b) an order authorising the tenant to refuse to give a key to another tenant,	9
(c) an order authorising the landlord or tenant to refuse to give a key to the other party,	10 11
(d) an order requiring a key to be given to the landlord or a tenant.	12
[14] Part 5, Division 3A	13
Omit the division. Insert instead—	14
Division 3A Termination by tenant—domestic violence	15
Subdivision 1 Preliminary	16
105A Definition	17
In this division—	18
<i>competent person</i> —see section 105D.	19
Subdivision 2 Terminating tenancy agreement	20
105B Giving termination notice	21
(1) A tenant may give a termination notice to the landlord for a residential tenancy agreement if the tenant—	22 23
(a) alleges domestic abuse by a person (the <i>alleged perpetrator</i>) against the tenant or a dependent child of the tenant, and	24 25
(b) has evidence of the domestic abuse, and	26
(c) states that the tenant is ending the tenancy to avoid exposing the tenant or dependent child to further domestic abuse from the alleged perpetrator.	27 28 29
(2) The termination notice must—	30
(a) be accompanied by the evidence of the domestic abuse, and	31
(b) specify a termination date that is on or after the day on which the notice is given.	32 33
(3) For a fixed term agreement, the termination date may be before the end of the fixed term.	34 35
105C Meaning of “evidence of domestic abuse”	36
(1) In this Act, <i>evidence of domestic abuse</i> by an alleged perpetrator against a tenant or a dependent child of the tenant means—	37 38
(a) a copy of a certificate of conviction of the alleged perpetrator for an offence arising from the domestic abuse, or	39 40

(b)	a copy of a DVO or family violence injunction that is—	1
(i)	in force, and	2
(ii)	for the protection of the tenant or dependent child, and	3
(iii)	against the alleged perpetrator, or	4
(c)	a copy of a declaration made in accordance with section 105E declaring the tenant or dependent child to be a victim of domestic abuse perpetrated by the alleged perpetrator.	5
		6
		7
(2)	A document that becomes evidence of domestic abuse in relation to a tenancy under subsection (1) continues to be evidence of the domestic abuse in relation to the tenancy even if the document later ceases to be in force.	8
		9
		10
	Note— This means a person may continue to rely on the evidence for matters relating to the tenancy, including for disputes about liability arising after the tenancy or listings on residential tenancy databases in relation to the tenancy.	11
		12
		13
105D	Meaning of “competent person”	14
(1)	In this division, <i>competent person</i> means the following—	15
(a)	a registered health practitioner within the meaning of the <i>Health Practitioner Regulation National Law (NSW)</i> , but only if the health practitioner is registered under that Law, Part 7, Division 1 or 2,	16
		17
		18
(b)	a person who is, or is eligible to be, a member, other than a student member, of the Australian Association of Social Workers,	19
		20
(c)	a prescribed employee of a government agency that provides services to children and young people and their families directly relating to—	21
		22
(i)	child welfare, or	23
(ii)	child abuse or neglect,	24
(d)	a prescribed employee of a government agency that provides services relating to—	25
		26
(i)	domestic violence, or	27
(ii)	sexual assault, or	28
(iii)	refuge or emergency accommodation,	29
(e)	a prescribed employee of a non-government agency that receives funding to provide services described in paragraph (d) from the State or the Commonwealth,	30
		31
		32
(f)	a person approved by the Commissioner of Victims Rights under the <i>Victims Rights and Support Act 2013</i> to provide approved counselling services for that Act,	33
		34
		35
(g)	a person prescribed by the regulations.	36
(2)	In this section—	37
	<i>government agency</i> means—	38
(a)	a government sector agency within the meaning of the <i>Government Sector Employment Act 2013</i> , or	39
		40
(b)	a person or body prescribed by the regulations.	41
	<i>prescribed employee</i> , of an agency, means an employee of a class prescribed by the regulations.	42
		43

105E	Declaration by competent person	1
(1)	A competent person may make a declaration declaring a tenant or a dependent child of a tenant to be a victim of domestic abuse perpetrated by an alleged perpetrator.	2
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(2)	The declaration may be made only if the tenant or dependent child has consulted with the competent person in the competent person's professional practice.	5
		6
		7
(3)	The declaration must—	8
	(a) be in the form prescribed by the regulations, and	9
	(b) contain the matters prescribed by the regulations.	10
(4)	The content of a declaration is not reviewable by the Tribunal.	11
(5)	A competent person is authorised to collect, hold, use and disclose personal information about an alleged perpetrator for the purposes of making a declaration under this section.	12
		13
		14
(6)	In this section—	15
	<i>tenant</i> includes former tenant.	16
105F	False or misleading information	17
(1)	A person must not give information or do another thing if—	18
	(a) the person knows the information or thing is false or misleading in a material particular, and	19
		20
	(b) the information is given, or the thing is done, in purported compliance with section 105E.	21
		22
	Maximum penalty—100 penalty units or imprisonment for 2 years, or both.	23
(2)	A person must not give a competent person information if—	24
	(a) the person knows the information is false or misleading in a material particular, and	25
		26
	(b) the information is given for the purposes of the competent person making a declaration under section 105E.	27
		28
	Maximum penalty—100 penalty units or imprisonment for 2 years, or both.	29
	Subdivision 3 Effect of termination	30
105G	Effect of giving termination notice	31
(1)	A residential tenancy agreement for residential premises is terminated in relation to a tenant if the tenant—	32
		33
	(a) gives a termination notice under section 105B, and	34
	(b) gives vacant possession of the residential premises.	35
(2)	The tenant is not liable to pay compensation or another additional amount for the termination.	36
		37
(3)	The Tribunal may at any time, on application by a tenant, make a termination order for a residential tenancy agreement if the Tribunal is satisfied that a termination notice was given under section 105B by another tenant in relation to the agreement.	38
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		41

105H	Landlord must notify other tenants about termination notice	1
(1)	A landlord who receives a termination notice from a tenant under section 105B must give each other tenant, if any, written notice (the <i>landlord's notice</i>) that—	2
(a)	specifies the landlord has received a termination notice from the tenant, and	3
(b)	specifies the termination date in the termination notice, and	4
(c)	includes other matters prescribed by the regulations.	5
(2)	The landlord's notice must be in the approved form.	6
(3)	The landlord's notice must be given—	7
(a)	not earlier than the end of the termination date, and	8
(b)	not later than 7 days after the termination date.	9
(4)	This section does not authorise a landlord to disclose—	10
(a)	the termination notice, or	11
(b)	a document that is evidence of domestic abuse that accompanies the termination notice, or	12
(c)	information contained in the document.	13
(5)	A contravention of this section does not invalidate or otherwise affect the termination notice.	14
(6)	In this section—	15
	<i>termination date</i> means the termination date specified in the termination notice.	16
105I	Temporary rent adjustment for remaining tenants	17
(1)	This section applies to a tenant who continues to occupy residential premises after the tenancy of another tenant is terminated because of a termination notice given under section 105B.	18
(2)	This section does not apply if the tenant is identified in the evidence of domestic abuse that accompanied the termination notice as the alleged perpetrator of the domestic abuse.	19
(3)	For the 2 weeks immediately after the termination date in the termination notice, the tenant is not liable to pay more than the amount of rent payable under the residential tenancy agreement on the termination date divided by the number of tenants under the agreement immediately before that date.	20
(4)	The Tribunal may order the payment of an amount that differs from the amount calculated in accordance with subsection (3).	21
(5)	The order may be made—	22
(a)	on the application of the landlord or a tenant, including a former tenant, or	23
(b)	during other proceedings under this Act.	24
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(a)	in accordance with this Act, or	1
(b)	if otherwise lawfully authorised to do so.	2
	Maximum penalty—	3
(a)	for an individual—100 penalty units, or	4
(b)	otherwise—450 penalty units.	5
(2)	A person who possesses a relevant document must ensure the relevant document is stored and disposed of securely.	6
	Maximum penalty—	8
(a)	for an individual—100 penalty units, or	9
(b)	otherwise—450 penalty units.	10
(3)	Nothing in this section affects—	11
(a)	the making of a complaint to the Secretary in relation to a contravention or suspected contravention of section 105F, or	12
(b)	the provision of evidence to the Secretary or an investigator relevant to an investigation of the complaint.	13
(4)	In this section—	16
	relevant document means the following—	17
(a)	a termination notice given under section 105B,	18
(b)	a document that is evidence of domestic abuse that accompanies the termination notice,	19
(c)	a document prescribed by the regulations.	20
105K	Right to terminate in addition to other rights	22
	This division does not limit any other right to terminate a residential tenancy agreement and does not affect the rights of a tenant or occupant under other provisions of this Act.	23
[15]	Section 174	26
	Omit the section. Insert instead—	27
174	Repayment of bond to former tenant	28
(1)	This section applies if—	29
(a)	the tenancy of a tenant (the former tenant) is terminated and the residential tenancy agreement continues in force for one or more other tenants (the remaining tenants), and	30
(b)	the former tenant paid a rental bond for the tenancy, and	31
(c)	the liabilities of the former tenant under the residential tenancy agreement are less than the amount of rental bond paid.	32
(2)	The former tenant may request the remaining tenants to pay an amount equal to the rental bond.	33
(3)	The remaining tenants must pay the amount within 14 days after the request.	34
(4)	The remaining tenants may deduct from the amount an amount owed to them by the former tenant for—	35
(a)	rent, or	36
(b)	other reasonable costs associated with the residential premises.	37
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(5)	An amount deducted must not include an amount for damage to the residential premises from an act or omission referred to in section 54(1A) or 54A(1) for which the former tenant is not responsible.	1 2 3
(6)	The remaining tenants are not required to pay the amount within 14 days if a final apprehended violence order is in force prohibiting the former tenant from having access to the residential premises.	4 5 6
(7)	A former tenant who is paid an amount in accordance with this section is not entitled to payment of any other amount of rental bond for the residential tenancy agreement.	7 8 9
[16]	Section 175A	10
	Insert after section 175—	11
175A	Powers of Tribunal—co-tenant disputes	12
(1)	The Tribunal may, on application by a tenant or former tenant, make an order about the payment of a rental bond between co-tenants.	13 14
(2)	The application must be made within the period prescribed by the regulations.	15
(3)	For subsection (1), the Tribunal may presume, in the absence of evidence to the contrary, that each co-tenant paid an equal amount toward the rental bond.	16 17
[17]	Section 187 Orders that may be made by Tribunal	18
	Insert before section 187(2)(c)—	19
	(b2) loss or damage suffered by a person as a result of a contravention of section 105J,	20 21
[18]	Section 202 Nature of proceedings for offences	22
	Omit “section 105H” from section 202(1A). Insert instead “section 105F”.	23
[19]	Section 213 Further restriction on listing	24
	Omit “landlord’s agent” from section 213(3). Insert instead “agent of a landlord”.	25
[20]	Sections 213A and 213B	26
	Omit section 213A. Insert instead—	27
213A	Restriction on listing—domestic abuse	28
(1)	For this section, information about a tenancy is <i>excluded information</i> if the information is personal information about—	29 30
(a)	a person who terminated the tenancy by giving a termination notice under section 105B, or	31 32
(b)	a person who—	33
(i)	alleges domestic abuse against the person or a dependent child of the person during the tenancy, and	34 35
(ii)	gives a document that is evidence of the domestic abuse to the landlord for the tenancy or the agent of the landlord.	36 37
(2)	A landlord or agent of a landlord must not list information about a tenancy in a residential tenancy database if the information is excluded information.	38 39
	Maximum penalty—	40
(a)	for an individual—50 penalty units, or	41

	(b) otherwise—200 penalty units.	1
(3)	A landlord or agent of a landlord must give written notice in accordance with this section to the database operator to remove information about a tenancy if—	2
	(a) the information is excluded information, and	3
	(b) the person who is the subject of the information requests the landlord or agent to remove the information.	4
	Maximum penalty—	5
	(a) for an individual—50 penalty units, or	6
	(b) otherwise—200 penalty units.	7
(4)	The notice must be given to the database operator—	8
	(a) within 7 days after the request was made to the landlord or agent, or	9
	(b) if a different period is prescribed by the regulations—within the prescribed period.	10
	Note— Section 215 requires the database operator to remove the excluded information.	11
(5)	Section 105J applies to a document that is evidence of domestic abuse given under this section as if the document were a relevant document.	12
213B	Secretary orders—domestic abuse	13
(1)	This section applies to a person if the person has not been able to have excluded information about the person removed from a residential tenancy database under section 213A(3) despite having taken reasonable steps.	14
(2)	The Secretary may, on the application of the person, give a written order to the database operator directing the operator to remove the excluded information within the time specified in the order.	15
(3)	The database operator must comply with the order.	16
	Maximum penalty—	17
	(a) for an individual—100 penalty units, or	18
	(b) otherwise—450 penalty units.	19
(4)	The Secretary may give more than one order under this section.	20
(5)	The Secretary must give a copy of the order to the applicant, the landlord and the agent of the landlord.	21
(6)	An application may be made to the Tribunal for an administrative review under the <i>Administrative Decisions Review Act 1997</i> of a decision of the Secretary—	22
	(a) for a decision not to give the order—by the applicant for the order, or	23
	(b) for a decision to give the order—by the database operator.	24
(7)	The Secretary may, by notice published in the Gazette, require an application for an order to be—	25
	(a) in an approved form, or	26
	(b) accompanied by specified documents or information.	27
(8)	The regulations may prescribe further requirements for orders under this section, including in relation to the form and content of an order.	28
(9)	In this section—	29

	<i>excluded information</i> has the same meaning as in section 213A.	1
[21]	Section 217 Disputes about listings	2
	Insert after section 217(4)—	3
	(5) This section does not apply in relation to circumstances described in section 213B.	4 5
[22]	Section 221 Tenants' agents	6
	Insert after section 221(5)—	7
	(6) An appointment of a person as a tenant's agent is revoked if—	8
	(a) the tenant gives a termination notice to the landlord under section 105B, and	9 10
	(b) the tenant's agent is identified in the evidence of domestic abuse that accompanied the termination notice as the alleged perpetrator of the domestic abuse.	11 12 13
[23]	Schedule 2 Savings, transitional and other provisions	14
	Insert at the end of the schedule, with appropriate part and clause numbering—	15
Part	Provisions consequent on enactment of Residential Tenancies Amendment (Domestic Violence Reform) Act 2025	16 17 18
	Definition	19
	In this part—	20
	<i>amending Act</i> means the <i>Residential Tenancies Amendment (Domestic Violence Reform) Act 2025</i> .	21 22
	Liability of tenant	23
	(1) An amendment to section 54 by the amending Act extends to a residential tenancy agreement entered into before the amendment only in relation to acts or omissions occurring after the amendment.	24 25 26
	(2) Section 54A, as substituted by the amending Act, extends to a residential tenancy agreement entered into before the substitution only in relation to acts or omissions occurring after the substitution.	27 28 29
	(3) Section 54B, as inserted by the amending Act, extends to a residential tenancy agreement entered into before the insertion only in relation to acts or omissions occurring after the insertion.	30 31 32
	Taking photographs	33
	(1) An amendment to section 55 by the amending Act extends to a residential tenancy agreement entered into before the amendment, but not to entry occurring after the amendment if notice of the entry was given before the amendment.	34 35 36 37
	(2) Section 55AA, as inserted by the amending Act, extends to a residential tenancy agreement entered into before the insertion, but not to a photo taken or visual recording made before the insertion.	38 39 40
	(3) An amendment to section 55A by the amending Act extends to a residential tenancy agreement entered into before the amendment, but not to—	41 42

(a)	a photo taken or visual recording made before the amendment, or	1
(b)	a photo or visual recording for which written consent of the tenant was obtained under section 55A(1) before the amendment.	2 3
Changing locks		4
An amendment to Part 3, Division 7 by the amending Act extends to a residential tenancy agreement entered into before the amendment, but not to a change of a lock that occurred before the amendment.		5 6 7
Termination for domestic abuse		8
(1)	Part 5, Division 3A, as substituted by the amending Act, extends to a residential tenancy agreement entered into before the substitution but not to a termination notice given in accordance with section 105B before the substitution or the termination arising from the termination notice.	9 10 11 12
(2)	A declaration made by a competent person in accordance with Part 5, Division 3A before the substitution continues to have effect after the substitution as a declaration made in accordance with section 105E.	13 14 15
(3)	Section 187(2)(b2), as inserted by the amending Act, extends to a residential tenancy agreement entered into before the insertion, but not to loss or damage suffered before the insertion.	16 17 18
(4)	Section 221(6), as inserted by the amending Act, applies only to a termination notice given after the insertion.	19 20
Repayment of bond		21
(1)	Section 174, as substituted by the amending Act, extends to a residential tenancy agreement entered into before the substitution, but not to a request made by a former tenant before the substitution.	22 23 24
(2)	Section 175A, as inserted by the amending Act, extends to a residential tenancy agreement entered into before the insertion, but not to an application made to the Tribunal before the insertion.	25 26 27
Tenancy databases		28
(1)	Sections 213A, as substituted by the amending Act, and 213B and 217(5), as inserted by the amending Act, extend to a residential tenancy agreement entered into before the substitution.	29 30 31
(2)	A person must not make an application to the Secretary under section 213B if, before the commencement of that section, the person has made an application to the Tribunal about not listing or removing the information.	32 33 34