



New South Wales

Residential Tenancies and Housing Legislation Amendment (Public Housing— Antisocial Behaviour) Bill 2015

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* to:

- (a) introduce a scheme for social housing providers to record strikes against tenants for breaches of social housing tenancy agreements and to seek a termination order on the basis of 3 or more breaches occurring within 12 months that, taken together, justify termination, and
- (b) require the Civil and Administrative Tribunal, on application of a social housing provider, to make a termination order for breach of a social housing tenancy agreement involving the premises being used for certain serious offences including drug manufacture or supply, storing a firearm for which a licence or permit is not held and violence involving grievous bodily harm, and
- (c) require the Tribunal, on application of a social housing provider, to make a termination order for breach of a social housing tenancy agreement in certain other cases unless the tenant satisfies the Tribunal that there are exceptional circumstances justifying the order not being made, and
- (d) introduce a scheme for the submission of neighbourhood impact statements to assist the Tribunal to understand the effect a social housing tenancy has had on neighbouring residents and other persons, and
- (e) allow social housing tenancy agreements to be terminated for non-payment of amounts owed as a consequence of variation or cancellation of rent rebates, and
- (f) limit the period within which an order for possession of social housing premises is to take effect, and

- (g) provide social housing providers with certain evidentiary aids in proceedings before the Tribunal.

The Bill also amends the *Housing Act 2001* to:

- (a) provide the NSW Land and Housing Corporation with additional powers to gather information for the purposes of preventing or investigating fraud against the Corporation, and
- (b) extend the prosecution period for certain offences.

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 by proclamation.

Schedule 1 **Amendment of Residential Tenancies Act 2010** No 42

Schedule 1 [2]–[7] amend Division 5 of Part 7 of the *Residential Tenancies Act 2010* (the *principal Act*) which deals with termination of social housing tenancy agreements by making a minor modification to the heading of the Division (because the Division as amended will relate to grounds for termination under Part 5 of the principal Act as well as additional grounds), restructuring the Division into Subdivisions for the existing eligibility ground, alternative premises ground and behaviour ground and omitting section 152 in preparation for a modified form of that section to be included in new Subdivision 4 (see proposed section 154E). **Schedule 1 [1]** is a consequential amendment.

Schedule 1 [8] inserts 2 new Subdivisions in Division 5 of Part 7 of the principal Act, one dealing with termination on the ground of breach of a social housing tenancy agreement and the other with miscellaneous matters.

Proposed section 154A extends the existing scheme for termination of a tenancy for non-payment of rent to non-payment of an amount owed as a consequence of the variation or cancellation of a rent rebate (that is, where a rebate is reduced or cancelled with effect from a preceding date). As with rent, the tenant may enter into a repayment scheme and the breach of the agreement may be remedied by full payment of the amount owed.

Proposed section 154B is designed to ensure that where a tenant has moved from one social housing premises to another, breaches under any earlier social housing tenancy agreement continue to be relevant to the question of whether the current agreement should be terminated for a breach. It ensures that a series of breaches of social housing tenancy agreements with the same or a different landlord may be considered to justify termination of an agreement even though, taken alone, the circumstances of each breach would not justify termination of an agreement.

Proposed section 154C provides for a scheme for the recording of strikes against a tenant for breaches of social housing tenancy agreements that, taken alone, do not justify termination of the agreement. The strikes follow the tenant rather than the premises and so remain relevant even if a tenant moves from one social housing premises to another. Under the scheme, the tenant is required to be given a notice that sets out details of the alleged breach of the agreement for which the strike is recorded, an opportunity to make submissions to the landlord if the tenant disagrees with those details or any aspect of those details and, if the strike is not then withdrawn, an opportunity to apply for review of the notice. Proposed section 156A effectively provides that the tenant will be taken to have agreed the details set out in the notice if no submissions are made.

Under the scheme, on a third strike within 12 months, the landlord may, instead of issuing a strike notice, give a termination notice under section 87 of the principal Act on the basis that the landlord is satisfied that a series of breaches by the tenant of the agreement or any prior social housing tenancy agreement with the same or a different landlord justifies termination of the agreement with the tenant.

The new scheme does not derogate from the ability of the landlord to give a termination notice for a serious breach of a social housing agreement that in its own right justifies termination of the agreement.

Proposed section 154D deals with how termination under section 90 or 91 is to work in the case of social housing tenancies. It requires the Tribunal to make, on the application of a social housing provider, a termination order for a social housing tenancy agreement in certain cases, namely:

- (a) if it is satisfied that the tenant, or any person who although not a tenant is occupying or jointly occupying the residential premises, has intentionally or recklessly caused or permitted injury to the landlord, the landlord's agent, an employee or contractor of the landlord or the landlord's agent, or an occupier or person on neighbouring property or premises used in common with the tenant and the injury constitutes grievous bodily harm within the meaning of the *Crimes Act 1900* (see section 90 (1) (b) of the principal Act), or
- (b) if it is satisfied that the tenant, or any person who although not a tenant is occupying or jointly occupying the residential premises, has intentionally or recklessly caused or permitted the use of the residential 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 the purposes of the manufacture, sale, cultivation or supply of any prohibited drug within the meaning of the *Drug Misuse and Trafficking Act 1985* (see section 91 (1) (a) of the principal Act), or
- (c) if it is satisfied that the tenant, or any person who although not a tenant is occupying or jointly occupying the social housing premises, has intentionally or recklessly caused or permitted the social housing 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) to be used for the purposes of:
 - storing a firearm for which a licence or permit is not held under the *Firearms Act 1996*, or
 - a show cause offence within the meaning of the *Bail Act 2013*,and the tenant or other person has been charged with an offence relating to those circumstances, whether or not the person is or has been found guilty of the offence (see section 91 (1) (b) of the principal Act as modified by proposed section 154D (3)).

The proposed section also requires the Tribunal to make, on the application of a social housing provider, a termination order for a social housing tenancy agreement in certain other cases unless the tenant satisfies the Tribunal that there are exceptional circumstances that justify the order not being made, namely:

- (a) if it is satisfied that the tenant, or any person who although not a tenant is occupying or jointly occupying the residential premises, has intentionally or recklessly caused or permitted serious damage to the residential premises or any neighbouring property (including any property available for use by the tenant in common with others) or injury (other than grievous bodily harm) to the landlord, the landlord's agent, an employee or contractor of the landlord or the landlord's agent, or an occupier or person on neighbouring property or premises used in common with the tenant (see section 90 (1) of the principal Act), or
- (b) if it is satisfied that the tenant, or any person who although not a tenant is occupying or jointly occupying the residential premises, has intentionally or recklessly caused or permitted the use of the residential 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) to be used:
 - unlawfully as a brothel within the meaning of the *Restricted Premises Act 1943*, or
 - for the purposes of an offence against section 91H (Production, dissemination or possession of child abuse material) of the *Crimes Act 1900*, or

- for the purposes of an offence against section 154G (Facilitating organised car or boat rebirthing activities) of the *Crimes Act 1900*,
(see section 91 (1) (b) of the principal Act as modified by proposed section 154D (3)), or
- (c) if it is satisfied that the tenant, or any person who although not a tenant is occupying or jointly occupying the social housing premises, has intentionally or recklessly caused or permitted the social housing 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) to be used for any other unlawful purpose and that the use is sufficient to justify the termination (see section 91 (1) (b) of the principal Act as modified by proposed section 154D (3)).

If the Tribunal is satisfied by the tenant that there are exceptional circumstances and does not make a termination order, the proposed section requires the Tribunal to provide written reasons for the decision.

Proposed section 154E lists factors that must be taken into account by the Tribunal in determining whether to make a termination order for a social housing tenancy agreement. These include the factors currently set out in section 152 of the principal Act and, in addition, the history of the current tenancy and any prior tenancy arising under a social housing tenancy agreement with the same or a different landlord.

One of the factors currently set out in section 152 is the effect the tenancy has had on neighbouring residents or other persons. Proposed section 154F supports that factor by requiring the Tribunal to have regard to any neighbourhood impact statement submitted by a social housing landlord. This is a summary of relevant statements made by neighbouring residents or other persons and avoids those persons having to be identified or appear before the Tribunal.

The amendments insert a miscellaneous Subdivision at the end of Division 5 of Part 7 of the principal Act to house the current provision dealing with the operation of the Division and the following proposed provision.

Proposed section 154G prevents the Tribunal fixing a period for the tenant to vacate social housing premises on the making of a termination order that extends beyond 28 days unless there are exceptional circumstances. It does not derogate from the power of the Tribunal to require the premises to be vacated immediately.

Schedule 1 [9] inserts a new Division in Part 7 of the principal Act dealing with evidentiary certificates.

Proposed section 156A provides an evidentiary aid relating to a strike notice. If, in proceedings before the Tribunal, the Tribunal is satisfied that the tenant was issued a strike notice and did not make submissions as allowed for in the strike notice, a certificate setting out the details of the alleged breach of a social housing tenancy agreement set out in the strike notice constitutes conclusive proof of those details. This does not prevent argument about whether the agreed facts constitute a breach of the agreement.

Proposed section 156B provides that the Tribunal must accept as the reasonable cost of work undertaken by a landlord on or in connection with social housing premises an amount set out in a certificate submitted by the landlord. This does not prevent argument about whether the work was necessary as a consequence of the breach of an agreement by a tenant.

Schedule 1 [10] inserts a new section at the end of the principal Act requiring new sections 154D and 154G (as proposed to be inserted) to be reviewed after 2 years.

Schedule 2 Amendment of Housing Act 2001 No 52

Schedule 2 [1] inserts a new section in the *Housing Act 2001* to enable the New South Wales Land and Housing Corporation to give a person, for the purposes of preventing or investigating fraud against the Corporation, a written notice requiring the person to provide information, produce documents or appear before a person to give evidence and produce documents, as specified in the

notice. The proposed provision preserves the privilege against self-incrimination, legal professional privilege and refusal on the grounds of public interest.

Schedule 2 [2] amends section 74 of the *Housing Act 2001* by extending the prosecution period for an offence against section 69 (False statements and representations) or 69A (Failure to notify of change of circumstances) to 12 months from when evidence of the alleged offence first came to the attention of a member of the staff of the Corporation.



New South Wales

Residential Tenancies and Housing Legislation Amendment (Public Housing— Antisocial Behaviour) Bill 2015

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New South Wales

Residential Tenancies and Housing Legislation Amendment (Public Housing— Antisocial Behaviour) Bill 2015

No. , 2015

A Bill for

An Act to amend the *Residential Tenancies Act 2010* and the *Housing Act 2001* to facilitate the termination of public housing tenancies for antisocial behaviour and for other purposes.

The Legislature of New South Wales enacts:	1
1 Name of Act	2
This Act is the <i>Residential Tenancies and Housing Legislation Amendment (Public Housing—Antisocial Behaviour) Act 2015</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	1
	No 42	2
[1]	Section 87 Breach of agreement	3
	Omit “Section 152” from the note to the section. Insert instead “Section 154E”.	4
[2]	Part 7, Division 5, heading	5
	Omit “—additional grounds”.	6
[3]	Part 7, Division 5, Subdivision 1, heading	7
	Insert before section 143:	8
	Subdivision 1 Eligibility ground	9
[4]	Sections 143, 146, 147, 151 and 154	10
	Omit “Division” wherever occurring. Insert instead “Subdivision”.	11
[5]	Part 7, Division 5, Subdivision 2, heading	12
	Insert before section 148:	13
	Subdivision 2 Alternative premises ground	14
[6]	Section 152 Termination by Tribunal of social housing tenancy agreements for breach	15
	Omit the section.	16
[7]	Part 7, Division 5, Subdivision 3, heading	18
	Insert before section 153:	19
	Subdivision 3 Behaviour ground	20
[8]	Part 7, Division 5, Subdivisions 4 and 5	21
	Insert after section 154:	22
	Subdivision 4 Breach of agreement	23
154A	Termination notice for non-payment of amount payable on variation or cancellation of rent rebate	24
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	If a tenant owes a landlord under a social housing tenancy agreement a debt arising under section 57 of the <i>Housing Act 2001</i> or otherwise as a consequence of the variation or cancellation of a rent rebate, sections 87, 88 and 89 apply as if the amount owed were rent and the failure to pay were a breach of the agreement.	26
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154B	Tribunal must have regard to breaches of prior social housing tenancy agreements and to series of breaches	31
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(1)	In determining under section 87 whether to terminate a social housing tenancy agreement on the ground of a breach of the agreement by the tenant, the Tribunal must have regard to:	33
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(a)	any breaches by the tenant of a prior social housing tenancy agreement with the same or a different landlord, and	36
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(b)	whether a series of breaches by the tenant of the social housing tenancy agreement or any prior social housing tenancy agreement with the same or a different landlord justifies termination of the agreement even though, taken alone, the circumstances of each breach would not justify termination of an agreement.	1 2 3 4 5
(2)	This section does not limit any other matter that may be considered by the Tribunal under this Act.	6 7
154C	Scheme for recording strikes against tenant for breaches	8
(1)	If a landlord under a social housing tenancy agreement is satisfied that a tenant has breached the agreement but is not satisfied that the circumstances of the breach taken alone justify termination of the agreement, the landlord may issue a strike notice to the tenant and record a strike against the tenant.	9 10 11 12
(2)	A strike notice:	13
(a)	must be in writing, and	14
(b)	must inform the tenant that a strike has been recorded against the tenant, and	15 16
(c)	must set out details of the alleged breach of the agreement for which the strike has been recorded, and	17 18
(d)	must remind the tenant of any strikes that have been recorded (and not withdrawn) against the tenant within the previous 12 months (including strikes recorded for breach of a prior social housing tenancy agreement with the same or, to the extent that relevant information is known by the landlord, a different landlord), and	19 20 21 22 23
(e)	must warn the tenant that, if a third strike is recorded against the tenant within 12 months, a termination notice may be given to the tenant, and	24 25
(f)	must inform the tenant that, if the tenant disagrees with the statement of details of the alleged breach of the agreement for which the strike has been recorded, or any aspect of those details, the tenant should make submissions to the landlord setting out the grounds of the disagreement, and	26 27 28 29 30
(g)	must specify how the submissions may be made and the date before which they must be made (being a date not less than 14 days after the date of the strike notice), and	31 32 33
(h)	must inform the tenant that, if the tenant does not make any such submissions, the details of the alleged breach of the agreement set out in the strike notice will be taken, in proceedings before the Tribunal, to have been conclusively proved and the tenant will not be able to challenge the accuracy of those details.	34 35 36 37 38
(3)	A landlord may withdraw a strike against a tenant at any time.	39
(4)	If, after considering submissions made by a tenant as set out in a strike notice, the landlord decides not to withdraw the strike, the landlord must give the tenant a notice in writing:	40 41 42
(a)	informing the tenant of that decision and that the tenant may apply for review of the strike notice, and	43 44
(b)	specifying how the application may be made and the date before which it must be made (being a date not less than 14 days after the date of the notice).	45 46 47

- (5) If an application for review of a strike notice is made by a tenant, the landlord must refer the matter to a review panel comprised of one or more persons who were not substantially involved in the process of making the decision under review and who are, in the opinion of the landlord, otherwise suitably qualified to deal with the issues raised by the application. 1
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- (6) On a review, the review panel must consider any information submitted by the tenant and may: 6
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- (a) confirm the strike against the tenant, or 8
- (b) require the strike against the tenant to be withdrawn. 9
- (7) A landlord is bound by a decision of a review panel requiring a strike against a tenant to be withdrawn. 10
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- (8) A landlord must, on application by a tenant, provide the tenant with information about any strikes recorded (and not withdrawn) against the tenant (unless that information has already been provided to the tenant within the last 3 months and no further strikes have been recorded against the tenant since the information was last provided). 12
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- (9) If 2 strikes have been recorded against the tenant within the previous 12 months and the landlord is satisfied that the tenant has breached the social housing tenancy agreement and that a further strike notice could be issued to the tenant, the landlord may: 17
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- (a) record a strike against the tenant without issuing a further strike notice, and 21
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- (b) give a termination notice under section 87 on the basis that the landlord is satisfied that a series of breaches by the tenant of the agreement or any prior social housing tenancy agreement with the same or a different landlord justifies termination of the agreement with the tenant. 23
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- (10) The termination notice: 27
- (a) must inform the tenant that a strike has been recorded against the tenant and set out details of the alleged breach of the agreement for which the strike has been recorded, and 28
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- (b) must remind the tenant of the details of any other strikes relied on by the landlord for giving the notice. 31
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- 154D Tribunal required to make termination order in certain circumstances** 33
- (1) The Tribunal must make a termination order on the application of a landlord under a social housing tenancy agreement if: 34
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- (a) an application for the order is made under section 90 and the Tribunal is satisfied of the matters set out in section 90 (1) (b) and the injury constitutes grievous bodily harm within the meaning of the *Crimes Act 1900*, or 36
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- (b) an application for the order is made under section 91 and the Tribunal is satisfied of the matters set out in section 91 (1) (a), or 40
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- (c) an application for the order is made under section 91 and the Tribunal is satisfied that the tenant, or any person who although not a tenant is occupying or jointly occupying the social housing premises, has intentionally or recklessly caused or permitted the social housing 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) to be used for the purposes of: 42
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- (i) storing a firearm for which a licence or permit is not held under the *Firearms Act 1996*, or
 - (ii) a show cause offence within the meaning of the *Bail Act 2013*, and the tenant or other person has been charged with an offence relating to those circumstances (whether or not the person is or has been found guilty of the offence).
- (2) The Tribunal must make a termination order on the application of a landlord under a social housing tenancy agreement unless the tenant satisfies the Tribunal that there are exceptional circumstances that justify the order not being made if:
 - (a) an application for the order is made under section 90 and the Tribunal is satisfied of the matters set out in section 90 (1) (and, in the case of section 90 (1) (b), the injury does not constitute grievous bodily harm within the meaning of the *Crimes Act 1900*), or
 - (b) an application for the order is made under section 91 and the Tribunal is satisfied that the tenant, or any person who although not a tenant is occupying or jointly occupying the social housing premises, has intentionally or recklessly caused or permitted the social housing 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) to be used:
 - (i) unlawfully as a brothel within the meaning of the *Restricted Premises Act 1943*, or
 - (ii) for the purposes of an offence against section 91H (Production, dissemination or possession of child abuse material) of the *Crimes Act 1900*, or
 - (iii) for the purposes of an offence against section 154G (Facilitating organised car or boat rebirthing activities) of the *Crimes Act 1900*, or
 - (c) an application for the order is made under section 91 and the Tribunal is satisfied that the tenant, or any person who although not a tenant is occupying or jointly occupying the social housing premises, has intentionally or recklessly caused or permitted the social housing 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) to be used for any other unlawful purpose and that the use is sufficient to justify the termination.
- (3) For the purposes of the application of section 91 (1) (b) to social housing premises under this section:
 - (a) the reference to residential premises in section 91 (1) (b) is to be taken to be a reference to the social housing 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), and
 - (b) if the Tribunal is satisfied that an offence of a kind referred to in subsection (1) (c) or (2) (b) has been committed by a person on the social housing 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), the Tribunal must assume that:
 - (i) the premises or property has been used for an unlawful purpose, and
 - (ii) the use is sufficient to justify termination of the agreement.

(4)	If the Tribunal decides not to make a termination order under subsection (2), the Tribunal must provide written reasons for the decision.	1 2
154E	Exercise of discretion to make termination order	3
(1)	In considering whether to make a termination order for a social housing tenancy agreement, the Tribunal must have regard to the following:	4 5
(a)	the effect the tenancy has had on neighbouring residents or other persons,	6 7
(b)	the likelihood that neighbouring residents or other persons will suffer serious adverse effects in the future if the tenancy is not terminated,	8 9
(c)	the landlord's responsibility to its other tenants,	10
(d)	the history of the current tenancy and any prior tenancy arising under a social housing tenancy agreement with the same or a different landlord,	11 12
(e)	whether the tenant, wilfully or otherwise, is or has been in breach of an order of the Tribunal.	13 14
(2)	This section does not limit any other matter that may be considered by the Tribunal under this Act.	15 16
154F	Neighbourhood impact statement	17
(1)	In proceedings before the Tribunal for a termination order for a social housing tenancy agreement, the Tribunal must have regard to any neighbourhood impact statement submitted by the landlord.	18 19 20
(2)	A neighbourhood impact statement:	21
(a)	is a summary of statements made by neighbouring residents or other persons relevant to the requirement for the Tribunal to have regard to the effect the tenancy has had on them, and	22 23 24
(b)	should not identify the neighbouring residents or other persons.	25
(3)	Every effort must be made in the proceedings to ensure that information tending to identify a neighbouring resident or other person who has made a statement that is summarised in a neighbourhood impact statement is not disclosed in the proceedings without the consent of that person.	26 27 28 29
	Subdivision 5 Miscellaneous	30
154G	Order for possession	31
(1)	If an order is made for termination of a social housing tenancy agreement, the order for possession must not specify a day that the order for possession is to take effect that is later than 28 days after the day on which the termination order is made unless the Tribunal is satisfied that there are exceptional circumstances justifying a later day.	32 33 34 35 36
(2)	The order for possession cannot be suspended for a period that would result in it taking effect later than 28 days after the day on which the termination order was made unless the Tribunal is satisfied that there are exceptional circumstances justifying a longer period of suspension.	37 38 39 40

[9] Part 7, Division 7	1
Insert after Division 6 of Part 7:	2
Division 7 Evidentiary certificates	3
156A Evidentiary certificate for strike notice	4
(1) In proceedings before the Tribunal, a landlord under a social housing tenancy agreement may submit a certificate certifying as to:	5
(a) the issuing of a strike notice to the tenant, and	6
(b) the details of the alleged breach of the agreement set out in the strike notice, and	7
(c) whether or not the tenant made submissions as allowed for in the strike notice, and	8
(d) whether or not the tenant made an application for review of the strike notice and the outcome of any such review.	9
(2) Subject to subsection (3), in proceedings before the Tribunal, a certificate under subsection (1) constitutes proof, in the absence of proof to the contrary, of the matters certified in the certificate.	10
(3) If, in proceedings before the Tribunal, the Tribunal is satisfied that the tenant was issued a strike notice and did not make submissions as allowed for in the strike notice, a certificate under subsection (1) constitutes conclusive proof of the matters certified in the certificate under subsection (1) (b).	11
156B Evidentiary certificate of cost of work	12
In proceedings before the Tribunal:	13
(a) a landlord under a social housing tenancy agreement may submit a certificate certifying as to the cost of work undertaken by the landlord on or in connection with the social housing premises, and	14
(b) the Tribunal must accept the certificate as conclusive proof of the reasonable cost of the work.	15
[10] Section 228	16
Insert after section 227:	17
228 Review of sections 154D and 154G	18
(1) The Minister is to review sections 154D and 154G to determine whether the policy objectives of the sections remain valid and whether the terms of the sections remain appropriate for securing those objectives.	19
(2) The review is to be undertaken as soon as possible after the period of 2 years from the commencement of this section.	20
(3) A report on the outcome of the review is to be tabled in each House of Parliament within 12 months after the end of the period of 2 years.	21

Schedule 2	Amendment of Housing Act 2001 No 52	1
[1] Section 69C		2
Insert after section 69B:		3
69C Power to obtain information, documents and evidence to prevent or investigate fraud		4
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(1) For the purposes of preventing or investigating fraud against the Corporation, the Corporation may, by written notice, require a person to provide information, produce documents or appear before a person to give evidence and produce documents, as specified in the notice.		6
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(2) The Corporation is not to make any such requirement if it appears to the Corporation that:		10
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(a) the person concerned does not consent to compliance with the requirement, and		12
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(b) the person would not, in court proceedings, be required to comply with a similar requirement on the grounds of public interest, privilege against self-incrimination or legal professional privilege.		14
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(3) A person who, without reasonable excuse, fails to comply with the terms of a notice given to the person under this section is guilty of an offence.		17
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Maximum penalty: 20 penalty units.		19
[2] Section 74 Proceedings for offences		20
Insert after section 74 (2):		21
(3) Proceedings for an offence against section 69 or 69A must be commenced not later than 12 months after evidence of the alleged offence first came to the attention of a member of the staff of the Corporation.		22
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(4) If proceedings for an offence against section 69 or 69A are commenced later than 12 months after the offence was alleged to have been committed, the court attendance notice or application must contain particulars of the date on which evidence of the offence first came to the attention of a member of the staff of the Corporation.		25
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(5) In proceedings for an offence against section 69 or 69A, the court attendance notice or application is proof, in the absence of proof to the contrary, of the date on which evidence of the offence first came to the attention of a member of the staff of the Corporation.		30
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