



New South Wales

# Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Bill 2022

## 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*)—

- (a) to remove the right of a landlord to terminate residential tenancy agreements without grounds, and
- (b) to specify the grounds on which residential tenancy agreements may be terminated, and
- (c) to make it an offence for a landlord to fail to ensure residential premises are used in accordance with the ground on which the termination order was made, and
- (d) to enable the Civil and Administrative Tribunal to make certain orders, on the application of a tenant, if the Tribunal is satisfied that the residential premises have not been used in accordance with the ground on which the residential tenancy agreement was terminated.

## 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 on the date of assent to the proposed Act.

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

**Schedule 1[3] and [5]** amend the Act, sections 84 and 85, to remove the right of a landlord to terminate a fixed term agreement or a periodic agreement without grounds. The proposed

amendments permit a landlord to give a termination notice for a fixed term agreement or periodic agreement on specified grounds. Schedule 1[3] also provides that a termination notice for a fixed term agreement must specify a termination date that is at least 90 days after the day on which the notice is given. The Act, section 84(2), currently requires a termination notice to specify a termination date that is not earlier than 30 days after the day on which the notice is given. The Tribunal must, on application by a landlord, make a termination order if satisfied of specified matters, including that the landlord has established the ground on which the notice was given. **Schedule 1[1], [2] and [4]** make consequential amendments.

**Schedule 1[6]** makes it an offence for a landlord to fail to ensure residential premises are used in accordance with the ground on which the termination order was made. The Tribunal may, on application by the tenant under the terminated agreement, make certain orders, including an order that the landlord pay compensation to the tenant for wrongful termination of the residential agreement, if satisfied the residential premises have not been used in accordance with the ground on which the termination order was made.

**Schedule 1[7]** inserts a transitional provision to extend the application of the proposed amendments to residential tenancy agreements entered into before the commencement of the proposed Act.



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New South Wales

# Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Bill 2022

No , 2022

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## A Bill for

An Act to amend the *Residential Tenancies Act 2010* to prohibit no grounds terminations of residential tenancy agreements; and for other purposes.

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<b>The Legislature of New South Wales enacts—</b>	1
<b>1 Name of Act</b>	2
This Act is the <i>Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Act 2022</i> .	3
	4
<b>2 Commencement</b>	5
This Act commences on the date of assent to this Act.	6

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

### [1] Section 82 Termination notices

Omit “84, 85,” from section 82(1)(c).

### [2] Section 83A

Insert before section 84—

#### 83A Definition

In this Division, a person is *associated* with a landlord who is an individual if the person is—

- (a) a spouse, de facto partner, child or parent of the landlord, or
- (b) a parent of the spouse or de facto partner of the landlord, or
- (c) another individual who—
  - (i) normally lives with the landlord, and
  - (ii) is wholly or substantially dependent on the landlord.

### [3] Section 84 End of residential tenancy agreement at end of fixed term tenancy

Omit subsections (1)–(3). Insert instead—

- (1) A landlord may, at any time before the end of the fixed term of a fixed term agreement, give a termination notice for the agreement that is to take effect on or after the end of the fixed term on one of the following grounds—
  - (a) for a landlord who is an individual—the landlord, or a person associated with the landlord, intends to occupy the residential premises for at least 12 months,
  - (b) the landlord—
    - (i) intends to carry out renovations or repairs to the residential premises that will render the premises uninhabitable for at least 4 weeks, and
    - (ii) has obtained all necessary permits and consents to carry out the renovations or repairs,
  - (c) the residential premises will be used in a way, or kept in a state, that means the premises cannot be used as a residence for at least 6 months,
  - (d) another ground prescribed by the regulations.
- (2) The termination notice must specify a termination date that is—
  - (a) on or after the end of the fixed term, and
  - (b) at least 90 days after the day on which the notice is given.
- (3) The Tribunal must make a termination order if—
  - (a) an application is made by a landlord, and
  - (b) the Tribunal is satisfied that—
    - (i) a termination notice was given in accordance with this section, and
    - (ii) the landlord has established the ground on which the notice was given, and
    - (iii) the termination is appropriate in the circumstances, and

	(iv) the tenant has not vacated the premises as required by the notice.	1
<b>[4]</b>	<b>Section 85, heading</b>	2
	Omit “—no grounds required to be given”.	3
<b>[5]</b>	<b>Section 85(1)–(3)</b>	4
	Omit the subsections. Insert instead—	5
	(1) A landlord may, at any time, give a termination notice for a periodic agreement on one of the following grounds—	6 7
	(a) for a landlord who is an individual—the landlord, or a person associated with the landlord, intends to occupy the residential premises for at least 12 months,	8 9 10
	(b) the landlord—	11
	(i) intends to carry out renovations or repairs to the residential premises that will render the premises uninhabitable for at least 4 weeks, and	12 13 14
	(ii) has obtained all necessary permits and consents to carry out the renovations or repairs,	15 16
	(c) the residential premises will be used in a way, or kept in a state, that means the premises cannot be used as a residence for at least 6 months,	17 18
	(d) another ground prescribed by the regulations.	19
	(2) The termination notice must specify a termination date that is at least 90 days after the day on which the notice is given.	20 21
	(3) The Tribunal must make a termination order if—	22
	(a) an application is made by a landlord, and	23
	(b) the Tribunal is satisfied that—	24
	(i) a termination notice was given in accordance with this section, and	25 26
	(ii) the landlord has established the ground on which the notice was given, and	27 28
	(iii) the termination is appropriate in the circumstances, and	29
	(iv) the tenant has not vacated the premises as required by the notice.	30
<b>[6]</b>	<b>Sections 85A and 85B</b>	31
	Insert after section 85—	32
<b>85A</b>	<b>Offence relating to use of premises after termination of residential tenancy agreement</b>	33 34
	(1) This section applies if a residential tenancy agreement is terminated under section 84 or 85 (a <i>terminated agreement</i> ).	35 36
	(2) The landlord under the terminated agreement must ensure the premises are used in accordance with the ground on which the termination order was made.	37 38
	Maximum penalty—100 penalty units.	39
<b>85B</b>	<b>Tenants’ remedies relating to use of premises after termination of residential tenancy agreement</b>	40 41
	(1) This section applies if—	42

(a)	a residential tenancy agreement is terminated under section 84 or 85 (a <i>terminated agreement</i> ), and	1
(b)	the Tribunal is satisfied the residential premises have not been used in accordance with the ground on which the termination order was made.	2
(2)	The Tribunal may, on application by the tenant under the terminated agreement, make one or more of the following orders—	3
(a)	an order directing the landlord, or the person permitted by the landlord to occupy or use the premises, to occupy or use the premises in accordance with the ground on which the termination order was made,	4
(b)	if the Tribunal considers it appropriate in the circumstances—an order deeming the premises to be subject to a residential tenancy agreement between the landlord and the tenant for a term, and on the conditions, specified by the Tribunal,	5
(c)	without limiting section 187(1)(d), an order that the landlord pay compensation to the tenant for wrongful termination of the agreement.	6
(3)	A tenant may make an application to the Tribunal under this section within the period prescribed by the regulations.	7
[7]	<b>Schedule 2 Savings, transitional and other provisions</b>	18
	Insert at the end of the Schedule, with appropriate Part and clause numbering—	19
<b>Part</b>	<b>Provision consequent on enactment of Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Act 2022</b>	20
		21
		22
	<b>Application of amendments</b>	23
	The amendments made by the <i>Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Act 2022</i> extend to a residential tenancy agreement entered into before the commencement of that Act.	24
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