



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.