

The Hon Anoulack Chanthivong MP

Minister for Better Regulation and Fair Trading
Minister for Industry and Trade
Minister for Innovation, Science and Technology
Minister for Building
Minister for Corrections



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Ms Lynda Voltz MP
Chair
Legislation Review Committee
By email: legislation.review@parliament.nsw.gov.au

Dear Ms Voltz, *Lynda*

I write regarding the publication of the Legislation Review Digest No. 32/58, 24 June 2025, which includes reporting by the Legislation Review Committee (the Committee) on two regulations falling under my portfolio.

A response to comments and questions on the *Property and Stock Agents Amendment (Landcom Exemptions) Regulation 2025* and *Residential Tenancies Amendment Regulation 2025* is outlined below.

Landcom exemption is permitted to be made in the regulation

As the Committee identifies, section 4(1) of the *Property and Stock Agents Act 2002* expressly authorises exemptions by regulation. Clause 52AA in the *Property and Stock Agents Amendment (Landcom Exemptions) Regulation 2022* uses this power. As the Committee notes:

- the regulation applies the power to a single entity only, and it remains subject to disallowance under section 41 of the *Interpretation Act 1987*,
- the exemption relates to Landcom's status as a State-owned corporation with a public development role, rather than as a commercial real estate agent, and
- the use of the exemption power provides administrative flexibility within the existing regulatory framework.

I appreciate the Committee's confirmation that the Act provides legislative authority for the regulation to include the exemption.

The Residential Tenancies Act permits the regulations to clarify certain terms

As the Committee identifies, subsection 73F(2) of the *Residential Tenancies Act 2010* (the RT Act) confers a legislative power that authorises the making of regulations to clarify or define terms contained in the grounds a landlord may use to refuse consent for an animal. Clause 22A of the *Residential Tenancies Amendment Regulation 2025* (the RT Amendment Regulation) utilises this power.

I again note the Committee's preference in relation to subordinate instruments not impacting the interpretation of an Act and acknowledge the benefits of thorough Parliamentary oversight. I

appreciate the Committee's confirmation that the RT Act provides clear legislative authority for the regulations to prescribe the terms within clause 22A.

A defined reasonable number of animals gives clarity to landlords and tenants

The Committee identifies a concern with clause 22A(1) of the RT Amendment Regulation, which provides a minimum number of animals that is considered reasonable to keep within residential premises under the RT Act.

Setting a specific number of animals is intended to provide clarity and certainty for both tenants and landlords as to what may be considered 'reasonable'. Stakeholder feedback during consultation supported the inclusion of a clear number in order to reduce disputes over ambiguity. This also has the benefit of creating more consistent application of the ground, and of reducing the potential case load for the NSW Civil and Administrative Tribunal.

The prescribed minimum reasonable number applies across all property types and all animal types and was informed by feedback from tenancy and animal welfare stakeholders. The number in clause 22A is uniform to maintain simplicity for both landlords and tenants, as prescribing differing numbers for differing animals or combinations of animals in different types of properties would be overly complex.

Importantly, the Regulation does not override other legal instruments. Under section 73F(e) of the RT Act, landlords may still refuse consent based on the type or number of animals where they are inconsistent with other laws, including local council orders.

Local councils have power to set limits on the number and type of animals that may be kept within premises in their local government area (LGA). They remain the appropriate authority to impose specific limits tailored to different housing and animal types within their LGA. The Regulation operates within this broader legislative framework and does not supersede existing laws that restrict the keeping of animals.

The purchaser's name is necessary to enable tenants to verify a termination due to sale

Clause 23B of the RT Amendment Regulation sets out the forms of supporting documents a landlord must provide if they terminate a tenancy due to actual sale of the property. Under this clause, two options are available, being either an extract of the contract for sale or a letter from the vendor's solicitor or conveyancer confirming the sale.

If a copy or extract of the contract for sale is provided, it is required to show the names of the purchaser and the solicitor or licensed conveyancer (if any) carrying out work for the purchaser in connection with the sale. The contact details of these persons are not required to be shown. Details that are not required to be shown may be redacted, per clause 23J.

The Committee has expressed concerns about the requirement for the purchaser's name to be included in the supporting documents.

Including the name of the purchaser and associated persons is an important measure to ensuring the veracity of the documentation provided. Without the inclusion of these details, a copy or extract of the contract for sale provided to the tenant is less verifiable. Providing a copy of the contract for sale is also consistent with requirements in other jurisdictions such as Victoria, Tasmania, South Australia and the Australian Capital Territory.

Additionally, the RT Amendment Regulation allows for another form of supporting documentation that the landlord can elect to use where the purchaser's details are not disclosed. This is through a written statement from the vendor's solicitor or licensed conveyancer confirming the sale of the property. A purchaser that wishes to withhold their name from being communicated to a current tenant can seek to specify as a condition of their purchase that the supporting documentation provided by the vendor to the tenant be in the form of a letter under clause 23B(b).

Lastly, I note the Committee's concerns in relation to the need for clear guidance on these provisions. Detailed guidance on the requirements for information contained in supporting

documents is provided by NSW Fair Trading and is available on the NSW Government website at <https://www.nsw.gov.au/housing-and-construction/rules/landlord-ending-a-tenancy>

NSW Fair Trading also provides a sample landlord termination notice and a prescribed Termination Information Statement that includes information on supporting documents that must accompany a termination notice, including references to further resources.

I trust this information is of assistance in addressing the Committee's concerns.



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