

**Submission
No 12**

**RESIDENTIAL TENANCIES AMENDMENT (PROHIBITING NO GROUNDS
EVICTIONS) BILL 2024**

Organisation: Legal Aid NSW

Date Received: 26 June 2024

25 June 2024

Jenny Leong MP
Chair of the Legislative Assembly Select Committee on the Residential Tenancies
Amendment (Prohibiting No Grounds Evictions) Bill 2024
By email: nogroundsevictionsbill@parliament.nsw.gov.au

Dear Ms Leong

Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Bill 2024

Thank you for the opportunity to comment on the draft Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Bill 2024 (the **Bill**).

Legal Aid NSW has extensive experience providing advice to private tenants in relation to “no grounds” terminations.¹ We submit that an important step to improving housing stability is to limit the circumstances in which landlords can issue “no grounds” evictions.

Legal Aid NSW largely supports the Bill in its tabled form. However, we recommend some amendments which will both strengthen the Bill and aid enforcement.

The importance of housing is reflected in Australia’s international human rights law obligations, which provide for “the right of everyone to an adequate standard of living for himself and his family, including adequate... housing”.² However, a 2018 report by the Australian Housing and Urban Research Institute recognised that compared to most comparable countries, Australian tenancy laws provide less security of tenure.³ The report also expressed the view that the “foremost approach to assuring tenants security is to allow landlords to terminate on prescribed grounds only”.⁴ Since these comments, a number of Australian jurisdictions have taken steps to limit the use of “no grounds” evictions.⁵

THE CURRENT LAW IN NSW

“No grounds”⁶ evictions are currently lawful in NSW.⁷ Landlords can evict tenants without any grounds provided the tenant is given 30 days’ notice at the end of a fixed term lease, or 90 days’ notice during an ongoing lease.⁸

¹ The number of advice services on “no grounds” terminations in recent years has totalled: 2020/21: 240, 2021/22: 410, 2022/23: 330.

² *International Covenant on Economic, Social and Cultural Rights*, opened for signature 16 December 1966, 993 UNTS 3 (entered into force 3 January 1976) art 11(1).

³ Chris Martin, Kath Hulse and Hal Pawson, Australian Housing and Urban Research Institute, *The Changing Institutions of Private Rental Housing: An International Review* (Final Report No 292, 24 January 2018) 52.

⁴ *Ibid* 5.

⁵ Victoria, Queensland, Tasmania and the ACT have all limited its lawfulness to some extent. Victoria and the ACT have legislated in the most comprehensive manner by prescribing the discrete circumstances in which a “no grounds” eviction can occur.

⁶ “No grounds” evictions refer to circumstances where a landlord evicts a tenant without an allegation that the tenant has breached the tenancy agreement.

⁷ *Residential Tenancies Act 2010* (NSW) ss 84, 85.

⁸ *Residential Tenancies Act 2010* (NSW) ss 84(2), 85(2).

A tenant has no right, and the NSW Civil and Administrative Tribunal (**NCAT**) has no discretion, to refuse a “no grounds” termination notice, unless the tenant can prove that the issuing of the termination notice was “retaliatory”.⁹

Even when NCAT is satisfied that the termination notice was retaliatory, this only engages NCAT’s discretion to declare that the termination notice has no effect, or refuse to make the termination order.¹⁰ In our experience, NCAT often declines to exercise this discretion. Further, even when NCAT does invalidate the termination notice, or refuse to make a termination order, a landlord may issue another termination notice six months after NCAT’s finding. In our experience, it is very difficult for the tenant to substantiate that the subsequent termination notice was issued for a retaliatory purpose.

The current “no grounds” terminations legislation provides inadequate protection for tenants, can result in a considerable financial burden for tenants, and contributes to housing instability.¹¹ The Bill will give tenants greater certainty and reduce the ability of landlords to arbitrarily end leases. If enacted, this legislation will assist to reduce the number of times tenants are required to move, and will therefore reduce the financial burden of renting, and increase housing stability in NSW.

CONTENT OF THE BILL

The Bill seeks to amend sections 84 and 85 of the *Residential Tenancies Act 2010* (NSW) (**the Act**) to remove the right of landlords to give ‘no grounds’ termination notices for tenancies in NSW. The Bill contains a list of grounds on which landlords could terminate a fixed-term or periodic agreement, being:

1. the landlord, or a person associated with the landlord,¹² intends to occupy the property for at least 12 months
2. the landlord intends to carry out renovations or repairs that will make the property uninhabitable for a period of more than four weeks, and all necessary permits and approvals have been obtained
3. the premises will be used in a way, or kept in a state, that it cannot be used as a residence for at least six months, or
4. other grounds prescribed by regulations set out by the Minister.

The Bill also creates a criminal offence when landlords do not use the premises in accordance with the grounds on which the agreement was terminated,¹³ and provides tenants with legal remedies in situations where this occurs.¹⁴

LEGAL AID NSW COMMENTS ON THE DRAFTING OF THE BILL

⁹ While the *Residential Tenancies Act 2010* (NSW) addresses “retaliatory” evictions, we submit that the current provisions provide inadequate protections for tenants. Under the current retaliatory eviction provisions, NCAT may find that a termination notice is retaliatory if satisfied that the landlord gave the termination notice due to being wholly, or partially, motivated by: an application, or proposed application, by the tenant to NCAT seeking orders; the tenant having taken, or proposed to take, any other action to enforce a right; or, an order being in force between the parties. See *ibid* s 115(2).

¹⁰ *Residential Tenancies Act 2010* (NSW) s 115(1).

¹¹ The Tenants Union of NSW estimates that the basic cost of moving houses is \$2,250 and that generally the cost is more likely to be around \$4,075. See Jemima Mowbray, ‘The True Cost of Eviction’, *This Renting Life – The Tenants’ Union Blog* (Blog Post, 22 February 2022) <<https://www.tenants.org.au/blog/true-cost-eviction>>.

¹² A “person associated with a landlord” includes a spouse, de facto partner, child or parent of the landlord; a parent of the spouse or de facto partner of the landlord; or another individual who normally lives with the landlord or is wholly or substantially dependent on the landlord. See the Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Bill 2024 s 83A.

¹³ Punishable by 100 penalty units. See the Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Bill 2024 s 85A.

¹⁴ Including an order for compensation payable by the landlord to the tenant for wrongful termination or an order directing the landlord to use the premises in accordance with the ground on which the termination order was made.

We enclose a “track changes” version of the Bill with our suggested amendments. We note that this feedback has been gathered at short notice, and therefore our opportunity for considered consultation and review has been limited.

Our comments on the Bill are as follows:

Definition of ‘person associated with a landlord’

- We strongly support the definition of ‘a person associated with a landlord’ set out in section 83A of the Bill.

Grounds for termination

- **Sections 84(1)(a) and 85(1)(a) – the landlord, or a person associated with the landlord, intends to live in the property for more than 12 months**
 - We have no objection to a landlord being permitted to terminate a lease on the basis that the landlord or a person associated with the landlord intends to move into the property. However, to prevent this ground being subject to abuse, there should be an evidentiary onus placed on the landlord (discussed below).
 - To avoid misuse of this ground, we recommend the insertion of a requirement in section 84(1)(a) and 85(1)(a) that the occupation occur immediately after the termination date.
- **Sections 84(1)(b) and 85(1)(b) – the landlord intends to carry out renovations or repairs that will make the property uninhabitable for a period of more than four weeks and all necessary permits and approvals have been obtained**
 - We are concerned that, as presently drafted, this section could be misused.
 - We note that it is a term of every residential tenancy agreement that “[a] landlord must provide and maintain the residential premises in a reasonable state of repair, having regard to the age of, rent payable for and prospective life of the premises”.¹⁵ Permitting a landlord to terminate a tenancy on the basis that the premises require “repair” or “renovation”, may cause confusion or give landlords the impression that they are not in fact required to maintain the premises in a reasonable state of repair, and that they can then use the state of disrepair as justification to terminate the tenancy.
 - If sections 84(1)(b) and 85(1)(b) were to remain as currently drafted, the Act should also be amended to include clear conditions around when landlords can rely on the need to conduct repairs or renovation work to justify terminating the lease.
 - We recommend that the Act expressly state that a landlord is not permitted to rely on this ground where the work required to be done has arisen due to the landlord’s failure to maintain the premises in a reasonable state of repair.¹⁶
 - We support the proposed requirement in the Bill that:
 - the renovations or repairs will render the ‘premises uninhabitable for at least 4 weeks’ and

¹⁵ *Residential Tenancies Act 2010* (NSW) ss 63(1), (4).

¹⁶ We note that if a premises becomes uninhabitable not due to any fault of the landlord (for example, due to a natural disaster), s 109 of the *Residential Tenancies Act 2010* (NSW) also allows a landlord to terminate the tenancy.

- that the landlord ‘has obtained all necessary permits and consents to carry out the renovations or repairs’. However, we consider that these safeguards could go further. Namely, we are concerned that, as presently drafted, sections 84(1)(b) or 85(1)(b) could be used in circumstances where permits and consents have been obtained, but the landlord has no genuine, or immediate intention to commence the work.
- To avoid misuse of this ground, we recommend the insertion of a requirement in sections 84(1)(b) and 85(1)(b), that the landlord intends to carry out the renovations or repairs *immediately* after the termination date.
- **Sections 84(1)(c) and 85(1)(c) – the premises will be used in a way, or kept in a state, that it cannot be used as a residence for at least six months**
 - We do not oppose landlords being permitted to terminate a lease on the basis of a proposed change of use. However, to ensure that this ground to terminate is not subject to abuse, we recommend a slight rewording of the section, and the introduction of an evidentiary requirement (discussed below).
 - For clarity, we recommend this ground be amended to state (edits in red): ‘the residential premises will, **immediately after the termination date, be used for the purposes of a business or for any purpose other than letting for use principally as a residence** for at least 6 months’.
- **Section 84(1)(d) and 85(1)(d) – other grounds prescribed by regulations set out by the Minister**
 - In our view, sections 84(1)(d) and 85(1)(d) should be deleted as grounds for termination. While we acknowledge that delegating the prescription of further grounds for termination to regulations may be intended to build more flexibility into the regulatory framework, we note that what amounts to a ground for termination may impact a person's freedom of contract, property rights, potential compensation or criminal liability.
 - We therefore recommend that any grounds should be clearly set out in legislation to ensure the rights and obligations are easily ascertainable by both tenants and landlords and are subject to parliamentary scrutiny.

The introduction of an evidentiary requirement

- We recommend the Bill include an express requirement that, where the landlord seeks to rely on any of the proposed grounds for termination, they must produce documentary evidence in support of those grounds. This would ensure the NSW legislation is in line with the Victorian legislation, which places an evidentiary requirement on landlords to substantiate the grounds for terminating a lease.¹⁷
- Without an express evidentiary requirement, the amendments will lack oversight and will not provide sufficient protection to tenants.¹⁸ Landlords would simply be able to state their “intention” to move in, renovate, or change the use of the property, and it will be difficult for tenants to challenge this assertion.
- A statutory declaration would likely be sufficient for termination notices based on sections 84(1)(a) and 85(1)(a).

¹⁷ See *Residential Tenancies Act 1997* (VIC) ss 91XXO(e), 91ZX, 91ZZO.

¹⁸ An evidentiary requirement will also assist by encouraging NSW Fair Trading to use their prosecution powers, which, in our experience, they rarely exercise for residential tenancies.

- Where a landlord seeks to terminate a lease on the ground that they, or an immediate family member, will be moving into the property (pursuant to section 84(1)(a) or 85(1)(a)) they should be required to provide a statutory declaration detailing either:
 - that they intend on residing at the premises, or
 - the name of the person who will be residing at the premises and the landlord's relationship to that person, and
 - acknowledge that they are aware that they are unable to lease the premises as a residential tenancy, other than to the immediate family member, within six months of providing the termination notice.¹⁹

- Where a landlord seeks to terminate a lease on the basis that the property will undergo repair or renovation (pursuant to sections 84(1)(b) and 85(1)(b)), the landlord should be required to provide the following documentary evidence:
 - photographic evidence that the repairs are required, and
 - a contract with, or a quotation from, a suitably qualified tradesperson for carrying out the repairs, which must also state:
 - the nature of the repairs
 - the reason why the premises need to be vacated to allow the repairs to be carried out, and
 - an estimate of how long it will take for the repairs to be carried out.
 Alternatively, the landlord could provide a building permit for any proposed renovation or repairs.²⁰

- When a landlord terminates a residential tenancy agreement on the ground that they intend to change the use of the property (pursuant to section 84(1)(c) and 85(1)(c)) they should be required to provide a statutory declaration which details:
 - the intention to use the premises for a business
 - the details of the particular business
 - the fact the premises will not be leased as a residential tenancy for at least a period of six months after the termination notice was given, and
 - either the ABN of the business, the business registration or licence, or the council planning permit.²¹

Remedies

- We are concerned that the remedies set out in subsections 85B(2)(a) and (b) of the Bill are neither practical nor realistic. Legal Aid NSW therefore does not support their enactment.

- We suggest that the sole remedy should be compensation, as set out in the amended subsection 85B(2)(c).

Ceasing to pay rent

- The Act currently permits a tenant who is evicted during a periodic tenancy to move out of the property and cease paying rent prior to the termination date.²² However, tenants who are subject to fixed term tenancies and who receive a “no grounds” termination notice must continue to pay rent until the termination date irrespective of whether they move out of the property.²³

¹⁹ See *Residential Tenancies Act 1997* (VIC) ss 91ZZA, 91ZZO; Director, Consumer Affairs Victoria, 'Residential Tenancies Act 1997 – Documentary Evidence Requirements' in Victoria in *Victoria Government Gazette*, No S 142, 25 March 2021, 1, 2.

²⁰ See *Residential Tenancies Act 1997* (Vic) ss 91ZX, 91ZZO; Director Consumer Affairs 'Residential Tenancies Act 1997 – Documentary Evidence Requirements' in Victoria, *Victorian Government Gazette*, No S 142, 25 March 2021, 1, 1.

²¹ See *Residential Tenancies Act 1997* (Vic), ss 91ZZ, 91ZZO; Director Consumer Affairs 'Residential Tenancies Act 1997 – Documentary Evidence Requirements' in Victoria, *Victorian Government Gazette*, No S 142, 25 March 2021, 1, 1.

²² *Residential Tenancies Act 2010* (NSW) s 110.

²³ *Residential Tenancies Act 2010* (NSW) s 84.

- We recommend renters on fixed term leases who receive termination notices from their landlords should be permitted to cease paying rent from the date they provide vacant possession of the property to the landlord.
- This could be achieved by the removal of section 110(3) of the Act. We have inserted this suggested amendment into the tracked changes version of the draft Bill.
- This will reduce tenants' moving expenses, given they are often forced to pay rent for two properties at once while moving. This is more likely to occur when the rental market is tight, and tenants are forced to accept a new lease whenever it comes up. In addition to reducing the tenants' financial burden, this amendment would provide tenants with greater flexibility around when they relocate after a termination notice is served.

Changes to the *Residential Tenancies Regulation 2019 (NSW)* to complement the Bill

- Legal Aid NSW recommends the following amendments to the *Residential Tenancies Regulation 2019 (NSW)* (**the Regulations**) to complement the Bill:
 - the Regulations require that a termination notice issued pursuant to the amended sections 84 and 85 must inform tenants that they can challenge the termination notice in NCAT,²⁴ and
 - the Regulations require that a termination notice issued pursuant to the amended sections 84 and 85 must include a warning about the proposed offence under 85A and 85B, and a requirement that the landlord acknowledge that they may be liable for an offence, and compensation to the former tenant, if the premises are not used for the reasons set out in the termination notice.

A possible exception – transitional housing

We anticipate social housing providers may argue for an exception for transitional housing,²⁵ which is not intended for long term use. Transitional housing is the only type of housing where it may be justified to issue an end of fixed term termination notice, given its intent is to provide short to medium term housing support.

In anticipation of this argument, we suggest that if this is a concern, a new definition of transitional housing could be included in the Act²⁶ that provides an exception for transitional housing when it comes to issuing end of fixed term leases.

We oppose any proposed amendment to continue to allow social housing providers to issue “end of fixed term” or “no grounds” termination notices for any form of social housing intended to provide long term housing, given:

- social housing is supposed to be long term and tenants should expect secure tenure if they are complying with the terms of the agreement, and
- there is a lack of procedural fairness in issuing a no grounds eviction notice to a social housing tenant, who should be entitled to be provided with the reason why the landlord wants to end the tenancy.

²⁴ This change would bring the termination notice in line with the standard termination notice form in Victoria, which is prescribed by the *Residential Tenancies Regulation 2021 (Vic)* reg 37. This form is available [here](#) (at page 1).

²⁵ Transitional Housing is short to medium term subsidised rental housing (generally from three to eighteen months) for eligible people experiencing homelessness or those at risk of homelessness.

²⁶ For example, at section 136 of the *Residential Tenancies Act 2010 (NSW)*, which includes definitions relevant to Part 7 of the Act.

Thank you again for the opportunity to provide comments on the Bill. If you have any questions or would like to discuss this matter further, please contact [REDACTED], Strategic Law Reform Unit, at [REDACTED] or on [REDACTED].

Yours sincerely

[REDACTED]

Monique Hitter
Chief Executive Officer

Encl: Annexure A – *Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Bill 2024* – tracked changes by Legal Aid NSW.



New South Wales

Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Bill 2024

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 propose

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.



New South Wales

Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Bill 2024

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

Legislative Assembly

Clerk of the Legislative Assembly



New South Wales

Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Bill 2024

No , 2024

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.

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

Legislative Council

Clerk of the Parliaments

Tabling copy

The Legislature of New South Wales enacts—	1
1 Name of Act	2
This Act is the <i>Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Act 2024</i> .	3
	4
2 Commencement	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 **commencing immediately after the termination date,**
 - (b) the landlord—
 - (i) intends to carry out renovations or repairs to the residential premises **immediately after the termination date** 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, **immediately after the termination date, be used for the purposes of a business or for any purpose other than letting for use principally as a residence 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.~~
- (1A) A landlord is not permitted to rely on ground (1)(b) above where the work required to be done has arisen due to the landlord’s failure to maintain the premises in a reasonable state of repair.**
- (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.
- (4) A termination notice given under this section is not valid unless—
 - (a) it is in the relevant prescribed form, prescribed by the regulations, and
 - (b) it specifies the reason or reasons for giving the notice, and
 - (c) it is accompanied by documentary evidence.

Note: The regulations prescribe the documentary requirements needed to support a landlord’s reasons to terminate a fixed term tenancy agreement.

[4] Section 85, heading

Omit “—no grounds required to be given”.

[5] Section 85(1)–(3)

Omit the subsections. Insert instead—

- (1) A landlord may, at any time, give a termination notice for a periodic agreement 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 **commencing immediately after the termination date**,
 - (b) the landlord—
 - (i) intends to carry out renovations or repairs to the residential premises **immediately after the termination date** 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 for the purposes of a business or for any purpose other than letting for use principally as a residence 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.~~
- (1A) **A landlord is not permitted to rely on ground (1)(b) above where the work required to be done has arisen due to the landlord’s failure to maintain the premises in a reasonable state of repair.**
- (2) The termination notice must specify a termination date that is 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.
- (4) A termination notice given under this section is not valid unless—
 - (a) it is in the relevant prescribed form, prescribed by the regulations; and
 - (b) it specifies the reason or reasons for giving the notice; and
 - (c) it is accompanied by documentary evidence.

Note: The regulations prescribe the documentary requirements needed to support a landlord’s reasons to terminate a fixed term tenancy agreement.

[6] Sections 85A, 85B and 85C

Insert after section 85—

85A Offence relating to use of premises after termination of residential tenancy agreement

- (1) This section applies if a residential tenancy agreement is terminated under section 84 or 85 (a *terminated agreement*).
- (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. Maximum penalty—100 penalty units.

85B Tenants' remedies relating to use of premises after termination of residential tenancy agreement

- (1) This section applies if—
 - (a) a residential tenancy agreement is terminated under section 84 or 85 (a *terminated agreement*), and
 - (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) **Without limiting section 187(1)(d) the Tribunal may, on application by the a former tenant under the terminated agreement, make an order that the former landlord pay compensation to the former tenant for wrongful termination of the agreement. one or more of the following orders**
 - ~~(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,~~
 - ~~(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,~~
 - ~~(c) without limiting section 187(1)(d), an order that the landlord pay compensation to the tenant for wrongful termination of the agreement.~~
- (3) A tenant may make an application to the Tribunal under this section within the period prescribed by the regulations.

85C Prohibition on entering into a new residential tenancy agreement

- (1) This section applies if a residential tenancy agreement is terminated under section 84(1)(c) or 85(1)(c).
- (2) The landlord under a terminated agreement must not enter into a new residential tenancy agreement with a third party for 6 months after the former tenant has vacated. Maximum penalty—100 penalty units.
- (3) **Without limiting section 187(1)(d) the Tribunal may, on application by a former tenant under a terminated agreement, make an order that the former landlord pay compensation to the former tenant for entering into a new residential tenancy agreement with a third party within 6 months of the former tenant vacating.**

110 Tenant may vacate at any time before termination date specified by landlord

Omit subsections (3).

[7] Schedule 2 Savings, transitional and other provisions

Insert at the end of the schedule, with appropriate part and clause numbering—

Part Provision consequent on enactment of Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Act 2024

Application of amendments

The amendments made by the *Residential Tenancies Amendment (Prohibiting*

No Grounds Evictions) Act 2024 extend to a residential tenancy agreement entered into before the commencement of that Act.