

Passed by both Houses



New South Wales

Residential Tenancies Amendment Bill 2024

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I certify that this public bill, which originated in the Legislative Assembly, has finally passed the Legislative Council and the Legislative Assembly of New South Wales.

*Clerk of the Legislative Assembly.
Legislative Assembly,
Sydney,*

, 2024



New South Wales

Residential Tenancies Amendment Bill 2024

Act No _____, 2024

An Act to amend the *Residential Tenancies Act 2010* in relation to pets, termination of tenancies and payment of rent; and for other purposes.

I have examined this bill and find it to correspond in all respects with the bill as finally passed by both Houses.

Assistant Speaker of the Legislative Assembly.

The Legislature of New South Wales enacts—

1 Name of Act

This Act is the *Residential Tenancies Amendment Act 2024*.

2 Commencement

This Act commences as follows—

- (a) Schedule 1[5], [7], [20] and [21]—on the date of assent to this Act,
- (b) Schedule 1[22]—on 1 July 2025 or an earlier day to be appointed by proclamation,
- (c) otherwise—on a day or days to be appointed by proclamation.

Schedule 1 Amendment of Residential Tenancies Act 2010 No 42

[1] Section 14 Landlord’s obligation to ensure written residential tenancy agreement

Omit “under section 85” from section 14(3)(b).

Insert instead “on a ground set out in sections 87E–87M”

[2] Section 19 Prohibited terms

Omit section 19(2)(a). Insert instead—

- (a) that the tenant must, at the end of the tenancy, have the carpet—
 - (i) professionally cleaned or pay for professional cleaning, or
 - (ii) professionally fumigated or pay for professional fumigation,

[3] Section 19(2)(f)

Omit “other benefit.” from section 19(2)(e). Insert instead—
other benefit,

- (f) that the tenant must use the services of a specified person or business to carry out any of the tenant’s obligations under the agreement.

[4] Section 19(3)

Omit the subsection. Insert instead—

- (3) Subsection (2)(a) does not prevent a reasonable condition being imposed by a landlord in a consent granted under Part 3, Division 8.

[5] Section 23

Omit the section. Insert instead—

23 Limit on amounts payable by tenant before agreement

- (1) A person must not require or receive from a tenant, before or when the tenant enters into the residential tenancy agreement, a payment other than the following—

- (a) a holding fee,
- (b) rent,
- (c) a rental bond,
- (d) an amount for the fee, if any, payable for registration of a residential tenancy agreement under the *Real Property Act 1900*.

Maximum penalty—20 penalty units.

- (2) Without limiting this section, a person must not require or receive from a tenant an amount for—

- (a) the preparation of a written residential tenancy agreement, or
- (b) the conduct of a background check.

Maximum penalty—20 penalty units.

- (3) To avoid doubt, this section applies in relation to a tenant whether or not the tenant—

- (a) applies for tenancy of the residential premises, or
- (b) enters into a residential tenancy agreement for the residential premises.

Note— A *tenant* is defined in this Act as including a prospective tenant.

[6] Section 35

Omit the section. Insert instead—

35 Tenant must be offered way to pay rent that is free and convenient

- (1) The following are *prescribed ways* to pay rent—
 - (a) by Centrepay operated by the Commonwealth,
 - (b) by an approved electronic bank transfer method.
- (2) A landlord or landlord's agent must offer a tenant each prescribed way to pay rent.
Maximum penalty—50 penalty units.
Note— A landlord or landlord's agent is not prevented from offering a tenant ways to pay rent in addition to the prescribed ways. However, section 19(2)(f) prohibits a landlord from requiring the tenant to use a specified service or business.
- (3) The landlord or landlord's agent must enable rent to be paid in a prescribed way if chosen by the tenant.
Maximum penalty—50 penalty units.
- (4) A landlord, landlord's agent or other person must not charge a fee, or pass on any cost incurred by the landlord or landlord's agent, for the payment of rent in a prescribed way.
Maximum penalty—50 penalty units.
- (5) A landlord, landlord's agent or other person must not require a tenant to pay rent by a cheque or other negotiable instrument that is post-dated.
Maximum penalty—10 penalty units.
- (6) A way of paying rent may be changed only with the agreement of the landlord and the tenant.
- (7) A landlord must not refuse to agree to a tenant changing the payment method to a prescribed way, including from a prescribed way to another prescribed way.
- (8) This section is a term of every residential tenancy agreement.
- (9) In this section—
approved electronic bank transfer method means an electronic bank transfer method—
 - (a) from the tenant to an account of the landlord or landlord's agent at an authorised deposit-taking institution, and
 - (b) that is free of charge to the tenant, other than charges that may be ordinarily imposed by the tenant's own bank or other financial institution.

[7] Section 41 Rent increases

Omit sections 41(1A)–(2). Insert instead—

- (1A) The rent payable under a residential tenancy agreement—
 - (a) may not be increased within 12 months after the start of the tenancy, and
 - (b) may not be increased more than once in any period of 12 months.

- (2) A residential tenancy agreement and a subsequent residential tenancy agreement for the same residential premises are to be treated as a single agreement for the purposes of this section if—
- (a) the subsequent agreement is—
 - (i) a renewal of the first agreement, or
 - (ii) a replacement of the first agreement, even if it is a different type of residential tenancy agreement, and
 - (b) the landlord is the same for each agreement, and
 - (c) at least 1 tenant is the same for each agreement, and
 - (d) the tenant occupies the residential premises immediately before and immediately after the renewal or replacement.

[8] Section 42 Rent increases under fixed term agreements

Omit the section.

[9] Part 3, Division 8

Insert after Division 7—

Division 8 Pets

73A Definitions

In this division—

consent means consent of a landlord to keep an animal at residential premises.

reasonable condition—see section 73E(2).

73B Keeping of pets with landlord's consent

- (1) A tenant who has entered into a residential tenancy agreement for residential premises may keep an animal at the residential premises with the landlord's consent.
- (2) A tenant does not need the landlord's consent to keep an assistance animal at residential premises.
- (3) This section is a term of every residential tenancy agreement.
- (4) In this section—

assistance animal has the same meaning as in the *Disability Discrimination Act 1992* of the Commonwealth.

73C Application for landlord's consent

- (1) An application for consent must be—
 - (a) made in the approved form, and
 - (b) made jointly by all co-tenants, and
 - (c) given to the landlord or the landlord's agent.
- (2) This section is a term of every residential tenancy agreement.

73D Requirement to respond to application

- (1) The landlord must give a written response to an application for consent—
 - (a) to the tenant in the approved form, and

- (b) within 21 days after the application is given to the landlord or the landlord's agent.
- (2) The response must specify whether—
 - (a) consent is given, or
 - (b) consent is refused.
- (3) The response must also specify—
 - (a) for a consent given subject to reasonable conditions—the reasonable conditions, or
 - (b) for a consent that is refused—
 - (i) the grounds under section 73F for the refusal, and
 - (ii) the reason why the landlord considers the ground applies.
- (4) The landlord is taken to have given consent without conditions if the landlord fails to give a response to the tenant in accordance with this section.
- (5) The reasonable conditions of the consent are taken to be terms of the residential tenancy agreement.
- (6) This section is a term of every residential tenancy agreement.

73E Reasonable conditions of consent

- (1) A landlord may give consent subject to reasonable conditions about keeping the animal at the residential premises.
- (2) The following are *reasonable conditions*—
 - (a) for a type of animal that is not normally kept inside residential premises—a condition, other than an unreasonable condition, preventing the animal being inside the premises,
 - (b) for an animal that will be kept inside the residential premises—a condition, other than an unreasonable condition, requiring the tenant, at the end of the tenancy—
 - (i) if reasonable for the type of animal and the premises—to have carpets professionally cleaned, and
 - (ii) for a mammal—to have the premises professionally fumigated,
 - (c) a condition, other than an unreasonable condition, that—
 - (i) relates only to keeping the animal at the premises, and
 - (ii) is reasonable in relation to the type of animal and the premises,
 - (d) a condition prescribed by the regulations as a reasonable condition.
- (3) The following are *unreasonable conditions*—
 - (a) a condition increasing rent,
 - (b) a condition increasing the rental bond,
 - (c) a condition requiring a form of security,
 - (d) a condition that is not permitted to be included as a term of a residential tenancy agreement,
Note— See sections 15 and 19.
 - (e) a condition prescribed by the regulations as an unreasonable condition.
- (4) An unreasonable condition is void and has no effect.
- (5) This section is a term of every residential tenancy agreement.

73F Only grounds for refusing to give consent

- (1) A landlord may refuse to give consent on one or more of the following grounds only—
 - (a) keeping the animal at the residential premises would result in an unreasonable number of animals being kept at the premises,
 - (b) the premises are unsuitable for keeping the animal because of the following—
 - (i) the fencing is not appropriate,
 - (ii) there is insufficient open space,
 - (iii) the nature of the premises means the animal could not be kept at the premises humanely,
 - (c) keeping the animal at the residential premises is likely to cause damage that would cost more to reasonably repair than the amount of the rental bond for the premises,
 - (d) the landlord resides at the premises,
 - (e) keeping the animal at the residential premises would contravene the following—
 - (i) an Act or other law,
 - (ii) a local council order,
 - (iii) for premises forming part of a scheme—a by-law of the scheme that has legal effect,
 - (iv) for premises forming part of a residential community—a community rule of the residential community,
 - (f) the tenant has not agreed to a reasonable condition proposed by the landlord.
- (2) The regulations may make further provision in relation to grounds in subsection (1), including by clarifying or defining terms used in the grounds.
- (3) This section is a term of every residential tenancy agreement.
- (4) In this section—

residential community has the same meaning as in the *Residential (Land Lease) Communities Act 2013*.

scheme means—

 - (a) a community scheme, precinct scheme or neighbourhood scheme within the meaning of the *Community Land Development Act 2021*, or
 - (b) a strata scheme within the meaning of the *Strata Schemes Management Act 2015*.

73G Application to Tribunal

- (1) A tenant who made an application for consent may apply to the Tribunal if—
 - (a) the landlord has refused to give consent and the tenant believes the grounds specified for the refusal are not applicable, or
 - (b) the landlord has given consent subject to a condition and the tenant believes the condition is unreasonable.
- (2) The Tribunal must dismiss the application if satisfied—
 - (a) the grounds specified for the refusal are applicable, or
 - (b) the condition is reasonable.

- (3) If the Tribunal is not satisfied the grounds specified for the refusal are applicable, the Tribunal—
 - (a) must make an order allowing the tenant to keep the animal at the residential premises, and
 - (b) may make the order subject to reasonable conditions.
- (4) The making of the order is taken to be the consent of the landlord for the purposes of this division.
- (5) If the Tribunal is satisfied that a condition is an unreasonable condition, the Tribunal must make an order that modifies the consent to remove, vary or substitute the condition so that all conditions of the consent are reasonable conditions.
- (6) If the application to the Tribunal relates to more than 1 animal, the Tribunal may make different decisions for different animals.

73H Advertising

A landlord, landlord's agent or other person must not advertise, in relation to residential premises for lease, that a tenant's animal will not be permitted to be kept at the residential premises.

Maximum penalty—20 penalty units.

73I Effect of consent

- (1) A consent continues in force while the tenant resides in the residential premises for the lifetime of the animal despite any change in the following—
 - (a) the landlord,
 - (b) the landlord's agent,
 - (c) the residential tenancy agreement.
- (2) This section is a term of every residential tenancy agreement.

[10] Section 80 Definitions

Insert in alphabetical order—

short fixed term agreement means a fixed term agreement for a fixed term of 6 months or less.

[11] Section 82 Termination notices

Omit section 82(1)(c). Insert instead—

- (c) the ground for the notice, unless the notice is given under section 96 or 97,

[12] Part 5, Division 2, Subdivisions 1 and 2

Omit sections 84–87. Insert instead—

Subdivision 1 Termination notices—specific grounds

84 Subdivision sets out grounds for giving termination notice

This subdivision sets out the grounds for a landlord to give a termination notice.

Note— This subdivision applies to both fixed term and periodic tenancies.

85 Information and documents to be given with termination notice

- (1) The regulations may require supporting documents or information to be given by a landlord when giving a termination notice.
- (2) A landlord or landlord's agent must not give false or misleading supporting documents or information when giving a termination notice.
Maximum penalty—
 - (a) for an individual—100 penalty units, or
 - (b) otherwise—650 penalty units.
- (3) It is a defence to an offence under subsection (2) if the landlord or landlord's agent shows that the landlord or agent did not know, and could not reasonably have found out, the document or information was false or misleading.

86 Offence for terminating when ground not genuine

- (1) A landlord or landlord's agent must not give a termination notice on a ground that is not genuine.
Maximum penalty—
 - (a) for an individual—100 penalty units, or
 - (b) otherwise—650 penalty units.
- (2) It is a defence to an offence under this section if the landlord or landlord's agent shows that the landlord or agent did not know, and could not reasonably have found out, the ground for giving the termination notice was not genuine.

87 Offence of entering into new agreement within exclusion period

- (1) A landlord or landlord's agent must not contravene a provision of this subdivision specifying that the landlord must not enter into a residential tenancy agreement for residential premises for a specified period (a *tenancy exclusion period*).
Maximum penalty—
 - (a) for an individual—100 penalty units, or
 - (b) otherwise—650 penalty units.
- (2) The landlord for residential premises must notify the landlord's agent about a tenancy exclusion period applying to the premises if the landlord knows, or should reasonably know, the agent may lease the premises in contravention of the exclusion period.
Maximum penalty—
 - (a) for an individual—100 penalty units, or
 - (b) otherwise—650 penalty units.
- (3) The landlord is taken to have satisfied subsection (2) if the landlord notifies the landlord's agent of—
 - (a) the date on which the residential tenancy agreement ended, and
 - (b) the ground for ending the residential tenancy agreement.
- (4) A landlord's agent does not commit an offence against this section if the agent did not know, and could not reasonably have found out, that the residential premises was subject to a tenancy exclusion period.

- (5) A residential tenancy agreement for residential premises entered into during a tenancy exclusion period for the premises is not affected by the tenancy exclusion period.

87A Wrongly terminated tenancy does not invalidate later tenancy

A residential tenancy agreement is not affected by an earlier agreement being wrongly terminated under this subdivision.

87B Subdivision does not apply to long-term tenancy

- (1) A landlord must not give a termination notice on a ground set out in this subdivision if the tenant has been in continual possession of the same residential premises for a period of 20 years or more.

Note— see section 94

- (2) This section does not prevent a termination notice being given under section 87C or 87D.

87C Breach of tenancy agreement

- (1) A landlord may give a termination notice on the ground the tenant has breached the residential tenancy agreement.

- (2) The termination date must be at least 14 days after the termination notice is given.

Note— The termination date may be before the end of the fixed term for a fixed term tenancy agreement.

- (3) The Tribunal may, on application by the landlord, make a termination order in relation to a termination notice given under this section if the Tribunal is satisfied—

- (a) the tenant has breached the residential tenancy agreement, and
- (b) the breach is, in the circumstances of the case, sufficient to justify termination of the agreement, and
- (c) the termination notice was given in accordance with this section, and
- (d) the tenant has not vacated the premises as required by the notice.

- (4) In considering the circumstances of the case, the Tribunal may consider the following—

- (a) the nature of the breach,
- (b) previous breaches,
- (c) steps taken by the tenant to remedy the breach,
- (d) steps taken by the landlord about the breach,
- (e) the previous history of the tenancy,
- (f) another matter the Tribunal considers relevant.

- (5) The Tribunal may refuse to make a termination order if it is satisfied that the tenant has remedied the breach.

- (6) Section 89(2) and 89A do not apply to a termination notice given under this section.

Note— Section 154E sets out additional matters to be considered if the residential tenancy agreement is a social housing tenancy agreement.

87D Actual sale of premises

- (1) A landlord may give a termination notice on the ground—

- (a) a contract for the sale of the residential premises has been entered into, and
 - (b) the contract requires vacant possession of the premises.
- (2) The termination date must be—
- (a) for a periodic agreement—at least 30 days after the notice is given, or
 - (b) for a fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 30 days after the notice is given.

87E Proposed sale of premises

- (1) A landlord may give a termination notice on the ground—
- (a) the residential premises will be offered for sale, and
 - (b) the contract for sale will give vacant possession of the premises.
- (2) The termination date must be—
- (a) for a periodic agreement—at least 90 days after the notice is given, or
 - (b) for a short fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 60 days after the notice is given, or
 - (c) for another fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 90 days after the notice is given.
- (3) The landlord requires the approval of the Secretary to enter into a residential tenancy agreement under this Act for the residential premises within 6 months after the termination date.
- (4) The Secretary must give approval if satisfied—
- (a) the landlord made reasonable efforts to sell the premises, and
 - (b) the premises were not sold because—
 - (i) no acceptable offer was made, or
 - (ii) the landlord was otherwise unable to sell the premises, or
 - (iii) the landlord experienced exceptional changes to life circumstances that made the plan to sell the premises untenable.
- (5) Subsection (3) ceases to apply if the residential premises are sold.

87F Significant renovations or repairs to premises

- (1) A landlord may give a termination notice on the ground—
- (a) the residential premises will be subject to works for significant renovations or repairs, and
 - (b) the premises need to be vacant for the works to be carried out properly, and
 - (c) the works are planned to commence within 2 months after the termination date.
- (2) However, a landlord may not give the termination notice if—
- (a) an order of the Tribunal under section 65(2) is in force in relation to the residential premises, or

- (b) a landlord rectification order under section 65C applies to the premises.
- (3) The termination date must be—
 - (a) for a periodic agreement—at least 90 days after the notice is given, or
 - (b) for a short fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 60 days after the notice is given, or
 - (c) for another fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 90 days after the notice is given.
- (4) The landlord requires the approval of the Secretary to enter into a residential tenancy agreement under this Act for the residential premises within 4 weeks after the termination date.
- (5) The Secretary must give approval if satisfied the works were not carried out because of circumstances beyond the control of the landlord.

87G Demolition of premises

- (1) A landlord may give a termination notice on the ground—
 - (a) the residential premises will be demolished, and
 - (b) the demolition is planned to commence within 2 months after the termination date.
- (2) The termination date must be—
 - (a) for a periodic agreement—at least 90 days after the notice is given, or
 - (b) for a short fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 60 days after the notice is given, or
 - (c) for another fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 90 days after the notice is given.
- (3) The landlord requires the approval of the Secretary to enter into a residential tenancy agreement under this Act for the residential premises within 6 months after the termination date.
- (4) The Secretary must give approval if satisfied the demolition was not carried out because of circumstances beyond the control of the landlord.

87H Tenant no longer eligible for affordable housing scheme

- (1) A landlord may give a termination notice for residential premises rented as part of an affordable housing scheme on the ground—
 - (a) the tenant is no longer eligible to participate in the scheme, or
 - (b) the scheme operated only for a limited period and the period has ended.
- (2) The termination date must be—
 - (a) for a periodic agreement—at least 90 days after the notice is given, or
 - (b) for a short fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 60 days after the notice is given, or

- (c) for another fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 90 days after the notice is given.
- (3) In this section—
affordable housing scheme means housing—
 - (a) developed for the purposes of affordable housing because of one or more of the following—
 - (i) assistance from local, State or Commonwealth governments,
 - (ii) assistance from not-for-profit organisations,
 - (iii) affordable housing conditions or planning incentives under the *Environmental Planning and Assessment Act 1979*, and
 - (b) managed in accordance with—
 - (i) the *NSW Affordable Housing Ministerial Guidelines* or similar policy published by the Department of Communities and Justice from time to time, or
 - (ii) another publication prescribed by the regulations.

87I Tenant no longer eligible for transitional housing program

- (1) A landlord may give a termination notice for residential premises rented as part of a transitional housing program on the ground—
 - (a) the tenant is no longer eligible to participate in the program, or
 - (b) the program operated only for a limited period and the period has ended.
- (2) The termination date must be—
 - (a) for a periodic agreement—at least 90 days after the notice is given, or
 - (b) for a short fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 60 days after the notice is given, or
 - (c) for another fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 90 days after the notice is given.
- (3) In this section—
transitional housing means rental housing that is—
 - (a) subsidised, and
 - (b) intended to be leased for transitional purposes, and
 - (c) leased to eligible persons who are—
 - (i) experiencing homelessness, or
 - (ii) at risk of homelessness, and
 - (d) managed by—
 - (i) a registered community housing provider, or
 - (ii) a specialist homelessness service, or
 - (iii) the Department of Communities and Justice.

87J Premises required for key worker accommodation

- (1) A landlord may give a termination notice on the ground—

- (a) the residential premises are part of a NSW Government key worker housing scheme, and
 - (b) the tenant was made aware when entering the residential tenancy agreement for the premises that—
 - (i) the premises are part of a key worker housing scheme, and
 - (ii) the tenancy may be terminated if the premises are needed to house a key worker, and
 - (c) the termination is necessary to ensure priority key workers are housed in appropriate locations.
- (2) The termination date must be—
- (a) for a periodic agreement—at least 90 days after the notice is given, or
 - (b) for a short fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 60 days after the notice is given, or
 - (c) for another fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 90 days after the notice is given.

87K Tenant no longer eligible for student accommodation

- (1) A landlord may give a termination notice on the ground—
- (a) the residential premises are purpose-built student accommodation, and
 - (b) the tenant rented the premises as a student, and
 - (c) the tenant is no longer a student.
- (2) The termination date must be—
- (a) for a periodic agreement—at least 90 days after the notice is given, or
 - (b) for a short fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 60 days after the notice is given, or
 - (c) for another fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 90 days after the notice is given.
- (3) The regulations may prescribe residential premises that are or are not purpose-built student accommodation for the purposes of this section.

87L Premises no longer to be used as rented residential premises

- (1) A landlord may give a termination notice on the ground—
- (a) the residential premises will cease to be used as rented residential premises under this Act, and
 - (b) will not be used as rented residential premises under this Act for at least 12 months.
- (2) The termination date must be—
- (a) for a periodic agreement—at least 90 days after the notice is given, or
 - (b) for a short fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 60 days after the notice is given, or

- (c) for another fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 90 days after the notice is given.
- (3) The landlord requires the approval of the Secretary to enter into a residential tenancy agreement under this Act for the residential premises within 12 months after the termination date.
- (4) The Secretary must give approval if satisfied the change of use under subsection (1) was not carried out because of circumstances beyond the landlord's control.

87M Landlord or family will reside at the premises

- (1) A landlord may give a termination notice on the ground that a relevant person will reside at the residential premises for at least 6 months.
- (2) The termination date must be—
 - (a) for a periodic agreement—at least 90 days after the notice is given, or
 - (b) for a short fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 60 days after the notice is given, or
 - (c) for another fixed term agreement—
 - (i) on or after the end of the agreement, and
 - (ii) at least 90 days after the notice is given.
- (3) The landlord requires the approval of the Secretary to enter into a residential tenancy agreement under this Act for the residential premises within 6 months after the termination date.
- (4) The Secretary must give approval if satisfied the relevant person genuinely intended to reside at the premises but could not do so because of circumstances beyond the control of the relevant person.
- (5) Subsection (3) does not apply to a residential tenancy agreement if the tenant under the agreement is—
 - (a) a relevant person, or
 - (b) a person who will reside at the residential premises with a relevant person.
- (6) In this section—

relevant person means the following—

 - (a) a landlord,
 - (b) a spouse or de facto partner of a landlord,
 - (c) a parent, grandparent, child, grandchild, sibling, child of a sibling, sibling of a parent or first cousin of—
 - (i) a landlord, or
 - (ii) a spouse or de facto partner of a landlord,
 - (d) a dependent of a landlord who ordinarily resides with the landlord.

87N Employee and caretaker residential tenancy agreements

- (1) A landlord may give a termination notice on the ground—
 - (a) the residential tenancy agreement is an employee or caretaker residential tenancy agreement, and

- (b) the employment or caretaker arrangement has ended.
- (2) The termination date must be the later of—
 - (a) 30 days after the notice is given, or
 - (b) on or after the end of the period of notice specified in the employee or caretaker residential tenancy agreement.

Subdivision 2 Special provisions for breach of agreement

[13] Part 5, Division 2, Subdivision 3

Insert after section 89—

Subdivision 3 Termination by order of Tribunal

89A Premises not vacated after termination notice

- (1) A landlord may apply to the Tribunal for a termination order if—
 - (a) the landlord has given a termination notice to a tenant under Subdivision 1, and
 - (b) the tenant has not vacated the premises as required by the notice.
- (2) The Tribunal must make the termination order if satisfied—
 - (a) the termination notice was given in accordance with this part, and
 - (b) the ground on which the notice was given is genuine, and
 - (c) the tenant has not vacated the premises as required by the notice.

[14] Section 94 Termination of long term tenancies

Omit section 94(1). Insert instead—

- (1) This section applies to a residential tenancy agreement for residential premises if the tenant has been in continual possession of the premises for a period of 20 years or more.
- (1A) The Tribunal may, on application by the landlord, make a termination order for the residential tenancy agreement if—
 - (a) the landlord would have a ground for giving a termination notice if section 87B did not apply, and
 - (b) for a tenant who occupied the premises under a fixed term agreement—the fixed term of the original agreement has expired, and
 - (c) the Tribunal is satisfied that it is appropriate to make the termination order in the circumstances of the case.

[15] Part 5, Division 2, Subdivision 4

Insert after section 94—

Subdivision 4 Notice for occupant to vacate

[16] Sections 110–110B

Omit section 110. Insert instead—

110 Early vacation of premises if tenant gives termination notice

- (1) A tenant who gives a termination notice may give vacant possession of the residential premises at any time before the termination date.

- (2) The tenant is liable to pay rent until the termination date.

110A Early vacation of premises—periodic tenancy if landlord gives termination notice

- (1) A tenant under a periodic tenancy agreement who has been given a termination notice by the landlord may give vacant possession of the residential premises at any time before the termination date.
- (2) The tenant is not liable to pay rent for the period after vacant possession is given.

110B Early vacation of premises—fixed term tenancy if landlord gives termination notice

- (1) A tenant under a fixed term agreement who has been given a termination notice, other than a prescribed termination notice, by the landlord may give vacant possession of the residential premises before the termination date if the tenant gives the landlord a notice (an *early exit notice*) informing the landlord—
- (a) that the tenant will give vacant possession before the termination date, and
- (b) specifying a tenancy end date which must be at least 14 days after the early exit notice is given.
- (2) An early exit notice must not be given earlier than—
- (a) for a fixed term agreement for a fixed term of 6 months or less—60 days before the end of the agreement, or
- (b) otherwise—90 days before the end of the agreement.
- (3) The tenant is not liable to pay rent for the period after both of the following have occurred—
- (a) the tenancy end date specified in the early exit notice,
- (b) vacant possession being given.
- (4) In this section—

prescribed termination notice means a termination notice given under section 87C or 109.

[17] Section 111 Disputes about termination

Omit section 111(2). Insert instead—

- (2) The Tribunal may declare one or more of the following—
- (a) the termination notice was or was not given in accordance with this part,
- (b) the ground on which the termination notice was given is or is not genuine.

Note— The contents of a declaration by a competent person under section 105C(2)(d) are not reviewable. See section 105F.

- (2A) Subsection (2)(b) does not apply to a termination notice given under section 105B.

[18] Section 111(4)

Insert after section 111(3)—

- (4) The Tribunal must refuse to make a termination order if the Tribunal declares—

- (a) the termination notice was not given in accordance with this part, or
- (b) the ground on which the termination notice was given is not genuine.

[19] Sections 154A, 154B(1) and 154C(9)(b)

Omit “87” wherever occurring. Insert instead “87C”.

[20] Section 178 Members of Rental Bond Board

Omit “5” from section 178(1). Insert instead “6”.

[21] Section 178(1)(c1)

Insert after section 178(1)(c)—

- (c1) the person employed under the *Government Sector Employment Act 2013* as the NSW Rental Commissioner,

[22] Section 222A

Insert after section 222—

222A Collection of data of evictions

- (1) The Secretary must collect data on the grounds used by landlords to give termination notices, including the evidence given by landlords.
- (2) The regulations may impose requirements on landlords and landlords’ agents to give to the Secretary the information required to exercise the Secretary’s functions under this section.
- (3) The Secretary must, each year, publish on the Department’s website a summary of the data collected.

[23] Section 229

Insert after section 228—

229 Statutory review

- (1) The Minister must review this Act to determine whether—
 - (a) the policy objectives of the Act remain valid, and
 - (b) the terms of the Act remain appropriate for securing the objectives.
- (2) The review must be undertaken as soon as possible after the period of 5 years from the commencement of this section.
- (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 5 years.

[24] Schedule 2 Savings, transitional and other provisions

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

Part Provisions consequent on enactment of Residential Tenancies Amendment Act 2024

Definition

In this part—

amendment Act means the *Residential Tenancies Amendment Act 2024*.

Way of paying rent

Section 35, as substituted by the amendment Act, applies to all residential tenancy agreements, including a residential tenancy agreement entered into before the substitution.

Limit on rent increases

- (1) Section 41, as amended by the amendment Act, applies to all residential tenancy agreements, including a residential tenancy agreement entered into before the amendment other than an excluded agreement.
- (2) Section 42, as in force immediately before its repeal, continues to apply in relation to an excluded agreement.
- (3) An excluded agreement is not taken to form a single agreement with a subsequent agreement for the purposes of section 41.
- (4) In this clause—
excluded agreement means a fixed term tenancy agreement that—
 - (a) is for a fixed term of less than 2 years, and
 - (b) was entered before the repeal of section 42.

Pets

- (1) An amendment made to section 19 or Part 3, Division 8 by the amendment Act applies to a residential tenancy agreement even if the agreement was entered into before the commencement of the amendment.
- (2) A consent given by a landlord to the keeping of a pet by a tenant that was in force immediately before the commencement of Part 3, Division 8 is taken to be a consent given under that division.

Termination notices

- (1) This Act, as in force immediately before its amendment by the amendment Act, continues to apply to a termination notice given under sections 84–87 before the substitution of the sections by the amendment Act.
- (2) A person does not commit an offence under section 87 for a termination notice given before the substitution of the section by the amendment Act.
- (3) Section 111, as in force immediately before its amendment by the amendment Act, continues to apply in relation to a termination notice given before the amendment.