

Comparison of existing standard of premises provisions in tenancy law for Australian jurisdictions 2014

	Queensland	New South Wales	Victoria	Tasmania	South Australia	Western Australia	Australian Capital Territory	Northern Territory
Tenancy Legislation and administering agency	<p><i>Residential Tenancies and Rooming Accommodation Act 2008</i> (currently under review)</p> <p>Administered by the Residential Tenancies Authority</p>	<p><i>Residential Tenancies Act 2010</i></p> <p>Administered by NSW Fair Trading</p>	<p><i>Residential Tenancies Act 1997</i></p> <p><i>Fair Trading Act 1987</i></p> <p>Administered by Consumer Affairs Victoria</p>	<p><i>Residential Tenancy Act 1997</i></p> <p>Minimum Standards proposals in the <i>Residential Tenancy Amendment Bill 12 of 2013</i> (to commence October 2014)</p> <p>Administered by Consumer Affairs and Fair Trading</p>	<p><i>Residential Tenancies Act 1995</i></p> <p><i>Residential Tenancies (Miscellaneous) Amendment Act 2013</i></p> <p>Administered by Consumer and Business Services</p> <hr/> <p><i>Housing Improvement Act 1940</i> (currently under review)</p> <p><i>Housing Improvement (Standards) Regulations 2007</i></p> <p>Administered by the Department of Communities and Social Inclusion</p>	<p><i>Residential Tenancies Act 1987</i></p> <p><i>Residential Tenancies Regulations 1989</i></p> <p>Administered by the Department of Commerce - Consumer Protection Division</p>	<p><i>Residential Tenancies Act 1997</i></p> <p><i>Residential Tenancies (Minimum Housing Standards) Amendment Bill 2011</i> (rejected – 15/02/12)</p> <p>Administered by the Office of Regulatory Services</p>	<p><i>Residential Tenancies Act 1999</i> (as in force at 1 January 2013)</p> <p>Administered by Consumer Affairs</p>
Property conditions / Lessor obligations	<p>s. 185 Lessors obligations (2) start of tenancy, lessor to ensure premises/ inclusions are clean; fit for tenant to live in; in good repair; compliant with laws dealing with issues re. health/safety of persons in premises. (3) During tenancy lessor to maintain above.</p> <p>Lessor's obligations (as property owners) per safety laws: Lessor is responsible for installation, testing and replacement of smoke alarms – per <i>Fire and Rescue Service Act 1990</i>.</p> <p>Lessor is responsible for ensuring premises fitted with a working safety switch - per <i>Electrical Safety Act 2002</i>.</p>	<p>Similar to Qld's laws re. condition of premises, safety, security and remedy options.</p> <p>s. 52 & s. 63 - Landlords must provide/ maintain premises in a reasonable state of repair, even if tenant had notice of state of disrepair before entering into occupation. When tenancy starts, faults / damage should be noted on condition report - completed and signed by both parties.</p> <p>s. 70 – security and safety of premises – landlord to ensure devices necessary for premises to be secure (including window and balcony safety).</p> <p>Per Fair Trading website advice: Landlords must meet the standards in <i>Swimming Pools Regulation 2008</i>.</p>	<p>Similar to Qld's laws re. condition of premises, safety, security and remedy options.</p> <p>Building standards – per local council.</p> <p>Per Consumer Affairs Victoria safety advice: Landlords must ensure premises are maintained in good repair, including all gas appliances, such as heaters and stoves, are safe to use and properly maintained.</p> <p>Landlords are responsible for fitting smoke alarms. The Metropolitan Fire Brigade recommends all smoke alarms be tested regularly and replaced after 10 years. Tenants should not deactivate a smoke alarm and notify landlord if alarm is faulty. If renting a property that has a pool or outdoor spa, check the fence or safety barrier is secure (especially for children).</p>	<p>s14. Information as to rights and obligations An owner is to give the tenant a copy of any information relating to rights and obligations under residential tenancy agreements as the Director of Consumer Affairs and Fair Trading may direct – ie. the owner must give the tenant a copy of 'The Rental Guide' booklet.</p> <p>Owner's obligation to maintain the premises The owner must maintain the premises in as near as possible to the same condition (apart from reasonable wear and tear) they were in when the tenancy started. If maintenance or repairs are needed, and the tenant is not at fault, the owner must make the repairs at own cost.</p>	<p>s. 67 & 68 Landlords to ensure the premises and ancillary property are in a reasonable state of repair at the beginning of the tenancy and to keep them in a reasonable state of repair having regard to their age, character and prospective life. This obligation applies even if the tenant was aware of the state of disrepair before entering into occupation. However, if premises are subject to a housing improvement notice fixing the maximum rent, the above landlord's obligations do not apply.</p> <p>s. 66 the landlord will take reasonable steps to provide and maintain the locks and other devices necessary to ensure the premises are reasonably secure.</p>	<p>Lessor's responsibility s42(1) Premises include fixtures / chattels in premises, but excludes ones not functioning prior to agreement. (2) ...the lessor must –</p> <ul style="list-style-type: none"> ensure the premises in a reasonable state of cleanliness and repair having regard to its age / character; maintain premises in a reasonable state of repair having regard to its age / character and conduct repairs within a reasonable period after the need for the repair arises; comply with all requirements in respect of buildings, health and safety under any other law. 	<p>Lessor responsibility 54 (1) At the start of the tenancy, the lessor must ensure that the premises, including furniture, fittings and appliances (unless excluded from tenancy agreement), are fit for habitation; reasonably clean; in a reasonable state of repair; reasonably secure. (2) An exclusion must be in writing. (3) The lessor or the tenant may change locks (at own cost unless otherwise agreed) with the agreement of the other party.</p> <p>55 (1) The lessor must maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the tenancy agreement.</p>	<p>Landlord responsibilities 48 (1) The landlord must ensure the premises and ancillary property: (a) are habitable; (b) meet all applicable health and safety requirements; and (c) are reasonably clean when the tenant enters into occupation... (2) It is <u>not</u> a breach...if failure to comply with the term is caused by: an act or omission of the tenant; or the tenant's failure to notify landlord of repairs required.</p> <p>49 (1) The landlord will take reasonable steps to provide and maintain the locks and other security devices necessary to ensure the premises and ancillary property are reasonably secure.</p>

Comparison of existing standard of premises provisions in tenancy law for Australian jurisdictions 2014

	Queensland	New South Wales	Victoria	Tasmania	South Australia	Western Australia	Australian Capital Territory	Northern Territory
		Landlord is required to have installed at least one smoke alarm in a hallway outside a bedroom or other suitable location in each storey of a rented home. Tenant to replace battery during tenancy and not remove alarm.	All doors and gates that provide access to a pool or spa must have self-closing and self-latching devices. – per Victorian Building Authority recommendations.	The owner must ensure that the property is fitted with locks and security devices necessary to secure the premises, and that these are maintained during the tenancy.	Legislation/compliance standards in place for swimming pool safety and fire alarms.	45. Securing premises - the lessor must ensure the premises are reasonably secure per regulations. r. 12B —external doors to have deadlocks or security screen door; external windows be fitted with a lock that prevents window from being opened from outside or security screen; exterior light.		57 (1) ..the landlord must ensure the premises and ancillary property are in a reasonable state of repair when tenant enters into occupation; and maintain the premises and ancillary property in a reasonable state of repair, having regard to their age, character and prospective life.
Minimum Standards / Proposed Minimum Standards	N/A	N/A	N/A	Proposed minimum standards due to come into effect on 1 October 2014 provides that residential tenancy premises must: <ul style="list-style-type: none"> • be weatherproof and structurally sound; • be clean and adequately ventilated; • be connected to a sewer, on site waste management or other • have a council approved toilet system; • have hot and cold running water; • be connected to an electricity system; • contain a separate bathroom and/or toilet; • have cooking facilities which include an appropriate number of hotplates and an appropriate oven. 	Housing Improvement (Standards) Regulations 2007: r5—General standards The following general standards are prescribed for a house: (a) the house, its grounds, fixtures and fittings and any other facilities provided with the house— (i) must be in a sound condition and in good repair; and (ii) must not present a health hazard; (b) the fixtures, fittings and facilities must be— (i) properly installed; and (ii) fit for the intended purpose of those fixtures, fittings or facilities; and (iii) in good working order. With further specified standards about – r6 – Toilet, bathroom, kitchen and laundry areas r7 – Water supply and sewerage r8 – Electricity and gas r9 – Miscellaneous including: internal wall and ceiling construction and height, stairs, ventilation and lighting, doors, windows, flyscreens, security, clothesline or drying facility, smoke alarms	N/A	In May 2012 the A.C.T. Parliament rejected the <i>Residential Tenancies (Minimum Housing Standards) Amendment Bill 2011</i> . The purpose of the bill was to set minimum standards for energy efficiency and water and required the minister to set other minimum standards in areas such as security, sanitation / drainage, ventilation and protection from damp. The bill also outlined: processes for a tenant to pursue with their landlord if standards are not met; and exemptions landlords could seek if their property was unable to meet a minimum standard or the cost is considered unreasonable. Key reasons for rejecting the bill included: significant costs throughout the ACT private rental market that had potential to seriously and adversely impact on tenants by pushing up the cost of renting; the imposition of direct costs on all lessors and therefore likely that lessors would seek to	N/A

Comparison of existing standard of premises provisions in tenancy law for Australian jurisdictions 2014

	Queensland	New South Wales	Victoria	Tasmania	South Australia	Western Australia	Australian Capital Territory	Northern Territory
				<p><i>The minimum standards will also require that adequate heating is installed in the main living area of each residential tenancy property. Adequate heating is:</i></p> <ul style="list-style-type: none"> • a fixed electric or gas heater; • a heat pump; or • a wood heater. <p><i>Penalties up to 50 penalty units for non compliance.</i></p>	<p>per <i>Development Regulations 1993</i>, swimming pool per <i>Development Act 1993</i>, footings, reasonably draught proof, weatherproof, free from moisture and damp, drainage, house and grounds maintained to prevent accumulation of rubbish, fire hazard and infestation of vermin, safely accessible from a public road.</p>		<p>recover this cost burden through increased rents; the potential to increase the workload of ACAT; lessors of older homes would likely incur significant costs to meet standards; costs for the government (including retrofit/maintenance of public housing) were estimated at over \$200 million.</p>	
Repairs	<p>s. 217 – Tenant to notify of damage asap.</p> <p>s. 219 – Tenant can authorise emergency repair costs to equivalent of 2 weeks rent and require lessor to reimburse within 7 days</p> <p>s. 214 – Emergency repairs</p> <p>(a) burst water service or serious leak; (b) a blocked or broken lavatory system; (c) a serious roof leak; (d) a gas leak; (e) a dangerous electrical fault; (f) flooding or serious flood damage; (g) serious storm, fire or impact damage; (h) a failure or breakdown of the gas, electricity or water supply to premises; (i) a failure or breakdown of an essential service or appliance on premises for hot water, cooking or heating; (j) a fault or damage that makes premises unsafe or insecure;</p>	<p>s. 64 - Tenants to notify landlord within 14 days.</p> <p>s. 64 - Urgent repairs similar to Qld with maximum of \$1000 to be reimbursed to tenant if applicable.</p> <p>urgent repairs means work needed to repair: (a) a burst water service, (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted, (c) a blocked or broken lavatory system, (d) a serious roof leak, (e) a gas leak, (f) a dangerous electrical fault, (g) flooding or serious flood damage, (h) serious storm or fire damage, (i) failure or breakdown of the gas, electricity or water supply to the residential premises, (j) failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,</p>	<p>74(1)(a)–non-urgent repairs Tenant to give landlord written notification of repair to be undertaken within 14 days.</p> <p>72(2)(a) – Urgent repairs Tenant can arrange urgent repairs and seek reimbursement from landlord to pay within 14 days – for maximum amount of \$1800.</p> <p>urgent repairs means any work necessary to repair or remedy— (a) a burst water service; (b) a blocked or broken lavatory system; (c) a serious roof leak; (d) a gas leak; (e) a dangerous electrical fault; (f) flooding or serious flood damage; (g) serious storm or fire damage; (h) failure or breakdown of any essential service or appliance provided for hot water, water, cooking, heating or laundering (i) failure or breakdown of the gas, electricity or water supply,</p>	<p>If repairs are needed, the tenant should notify the owner within 7 days.</p> <p>Timeframe for repairs - If the repairs are general in nature, the owner has 28 days from the time the tenant notifies them, in which to make the repairs. If the repairs are urgent they must be made as soon as possible</p> <p>Repairs: Urgent, Emergency & General</p> <p>1. Urgent Repairs - when an essential service ceases to function. An essential service includes: water, sewerage, electricity, cooking stove, hot water service, removal of grey water and any heating that came with the property.</p> <p>2. Emergency Repairs - when damage occurs to the property.</p> <p>3. General Repairs - are required to fix relatively minor damage. That is, they are not as serious as urgent or emergency repairs.</p>	<p>Emergency Repairs - If an urgent repair is required (eg: burst water pipe, gas leak, dangerous electrical fault, etc.) every effort should be made to contact the landlord as soon as possible. The landlord is not required to give notice to enter the premises in an emergency. If a landlord or nominated repairer cannot be contacted the tenant can have the urgent repair carried out by a person who is licensed to carry out the necessary work. The tenant is entitled to recover from the landlord reasonable costs for repair. However, the tenant may not be entitled to recover the repair cost if the premises are subject to a housing improvement order notice fixing the maximum rent payable.</p> <p>General Maintenance - Tenants are required to notify the landlord of any general repairs needed. The landlord is obligated to carry out the repairs within a reasonable timeframe and is</p>	<p>43. Urgent repairs means repairs to the premises that are necessary — (a) for the supply or restoration of a service prescribed in the regulations as an essential service; or to avoid exposing a person to the risk of injury; or exposing property to damage; or causing the tenant undue hardship or inconvenience.</p> <p>Essential services per Regulation 12A. For the purposes of the definition of urgent repairs...the following services are prescribed as an essential service – (a) electricity; (b) gas; (c) a functioning refrigerator, but only if it is provided with the premises; (d) sewerage, septic tank or other waste water management treatment; (e) water, including the supply of hot water.</p>	<p>Urgent repairs 60 The following are urgent repairs in relation to the premises, or services or fixtures supplied by the lessor: (a) a burst water service; (b) a blocked or broken lavatory system; (c) a serious roof leak; (d) a gas leak; (e) a dangerous electrical fault; (f) flooding or serious flood damage; (g) serious storm or fire damage; (h) a failure of gas, electricity or water supply to the premises; (i) the failure of a refrigerator supplied with the premises; (j) a failure or breakdown of any service on the premises essential for hot water, cooking, heating or laundering; (k) a fault or damage that causes the residential premises to be unsafe or insecure; (l) a fault or damage likely to cause injury to person or property; (m) a serious fault in any door, staircase, lift or other common area that inhibits or unduly inconveniences the</p>	<p>63 Emergency repairs may be ordered by Commissioner and s.63(2) means work needed to repair: (a) a water service that provides water to the premises that has burst; (b) a blocked or broken lavatory system on the premises; (c) a serious roof leak; (d) a gas leak; (e) a dangerous electrical fault; (f) flooding or serious flood damage; (g) serious storm, fire or impact damage; (h) a failure or breakdown of the gas, electricity or water supply to the premises; (j) a failure or breakdown of an essential service or appliance on premises for water or cooking; (k) a fault or damage that makes premises unsafe or insecure; (m) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of premises; (n) a serious fault in a staircase or lift or other area of premises that unduly inconveniences a resident in gaining access to or using the premises.</p>

Comparison of existing standard of premises provisions in tenancy law for Australian jurisdictions 2014

	Queensland	New South Wales	Victoria	Tasmania	South Australia	Western Australia	Australian Capital Territory	Northern Territory
	<p>(k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of premises;</p> <p>(l) a serious fault in a staircase, lift or other common area of premises that unduly inconveniences a tenant in gaining access to, or using, the premises.</p> <p>s. 215 – Routine repairs = not emergency.</p>	<p>(k) any fault or damage that causes the residential premises to be unsafe or insecure, (l) any other damage prescribed by the regulations, but does not include work needed to repair premises that are owned by a person other than the landlord or a person having superior title (such as a head landlord) to the landlord.</p>	<p>(j) an appliance, fitting or fixture that uses or supplies water and that is malfunctioning in a way that results or will result in a substantial amount of water being wasted; or (k) any fault or damage that makes premises unsafe or insecure; or (l) a serious fault in a lift or staircase; or (m) any damage of a prescribed class.</p>	<p>The <i>Public Health Act 1997</i> protects tenants from being forced to live in an unhealthy property and the Building Code of Australia guarantees the quality of newly constructed rental properties.</p>	<p>required to give the tenant at least 48 hours' notice of entry to the premises to carry out necessary repairs or maintenance, unless the tenant agrees to give earlier access.</p>		<p>tenant in gaining access to and use of the premises.</p>	
Process / Enforcement	<p>Tenant / Lessor / QCAT Tenant responsible to inform of damage or repair with options for notices to remedy breach, and redress through application to QCAT. RTA assists in dispute resolution for non-urgent matters. Conditions of premises and inclusions noted by both parties on Entry Condition Report.</p> <p>s. 217 – Tenant to notify of damage asap.</p> <p>s. 218 – Tenant can apply to QCAT to make an order for emergency repairs to be made within a reasonable time.</p> <p>s. 219 – Tenant can authorise emergency repair costs to equivalent of 2 weeks rent and require lessor to reimburse within 7 days.</p> <p>s. 220, 221 – QCAT can order reimbursement.</p>	<p>Tenant / Lessor / NCAT / Fair Trading Repairs must be completed within a reasonable time. Redress through orders of tribunal.</p> <p>s. 65 – Tenants can apply to Tribunal for order for landlord to carry out repairs and reimbursement to tenant for urgent repairs.</p> <p>Claim can be lodged with NCAT for disputes about following:</p> <ul style="list-style-type: none"> public or social housing matters urgent health and safety issues lockouts and evictions termination illegal activity serious damage to the property rental arrears in excess of 14 days rental bond matters an AVO or violence related matters. 	<p>Tenant / Lessor / VCAT Repairs must be completed within 14 days, tenant can arrange for urgent repairs and seek reimbursement. Redress through orders of VCAT.</p> <p>If the landlord or owner does not carry out the repairs within that time, the tenant can:</p> <ul style="list-style-type: none"> send Consumer Affairs Victoria a copy of the written notice, or use the letter they originally gave the landlord or owner, and complete a <i>Request for repairs inspection or rent assessment</i> or provide a letter requesting a Consumer Affairs Victoria inspector visit the property and fill out a report. They have 60 days from when they receive a copy of the report to apply to the Victorian Civil and Administrative Tribunal (VCAT) for a repair order if the repairs have still not been carried out. 	<p>Tenant / Lessor / Magistrates Court Repairs must be completed within required timeframes. Redress through orders of Magistrates Court.</p> <p>For urgent and emergency repairs - Tenant must notify the owner of problem asap. Landlord obligated to carry out repair asap. If landlord can't be contacted within 24 hrs, tenant can organise repairs with nominated / suitable repairer for landlord to pay or reimburse tenant within 14 days. If landlord disputes, tenant can apply to Magistrates Court for matter to be determined.</p> <p>General (non-urgent) repairs - Tenant must notify landlord within 7 days. The landlord has 28 days to do the repair. Where the landlord fails to carry out repairs, or where there is a dispute, the tenant should contact Consumer Affairs and Fair Trading</p>	<p>Tenant / Lessor / Residential Tenancies Tribunal Similar remedies to Qld for tenant to organise urgent/ emergency repairs and seek payment/ compensation/ terminate the tenancy.</p> <p>Landlord's Obligation To Repair s68 (3) If— (a) premises or ancillary property are in a state of disrepair that, unless remedied, is likely to result in injury or damage to property or undue inconvenience; and (c) the landlord— (i) has been notified by the tenant but has failed to remedy the state of disrepair; or (ii) has not been notified despite the tenant's attempts to do so, then the tenant is entitled— (d) to reasonable compensation from the landlord in respect of any damage to property resulting from the state of disrepair after the tenant has notified, or attempted to notify, the landlord (however, the tenant must take steps</p>	<p>Tenant / Lessor / Magistrates Court Repairs must be completed within required timeframes. Redress through orders of magistrates court.</p> <p>s. 43(1) Urgent repairs - The lessor has 24 hours to contact a suitable repairer if the repair needed is an essential service, and 48 hours for any other urgent repair. The lessor must then ensure the repairs are carried out as soon as practicable. s. 43(2)(a) ...the tenant is to notify the lessor asap after the need for repair arises; and (b) the lessor is to ensure that the repairs are carried out by a suitable repairer asap after that notification. (3) .. if the tenant is unable to contact the lessor or, the lessor fails to ensure the repairs are carried out asap after being notified, the tenant may arrange for the repairs to be carried out by a suitable repairer to the minimum extent</p>	<p>Tenant / Lessor / ACAT Repairs must be completed within required timeframes. Redress through orders of ACT Civil and Administrative Tribunal.</p> <p>s. 55(2) (2) The tenant must notify the lessor of any need for repairs.</p> <p>s. 57 the lessor must make repairs, other than urgent repairs, within 4 weeks of being notified.</p> <p>Urgent repairs – s.59 Tenant must notify lessor of the need for urgent repairs asap, and lessor must carry out repairs as soon as necessary, having regard to the problem.</p> <p>Tenant may authorise urgent repairs in certain circumstances s. 61 If the lessor cannot be contacted, or fails to effect urgent repairs within a reasonable time, the tenant may arrange for urgent repairs to a maximum value of up to 5% of the rent of the property over a year.</p>	<p>Tenant / Lessor / Commissioner of Tenancies Repairs must be completed within required timeframes. Redress through orders of the Commissioner for Tenancies.</p> <p>s.58 (1)...if premises or ancillary property require repair or maintenance, other than repair or maintenance of a negligible kind, a tenant is to notify the landlord.</p> <p>s. 59(1) Maximum amount a tenant may claim from a landlord for repairs is 2 weeks rent.</p> <p>60 When tenant may make repairs A tenant may have premises or ancillary property repaired if: (a) the premises are uninhabitable, the premises and ancillary property are unsafe or if the repairs are not made there is a possibility of damage occurring; or the premises or ancillary property are likely to become unsafe,</p>

Comparison of existing standard of premises provisions in tenancy law for Australian jurisdictions 2014

	Queensland	New South Wales	Victoria	Tasmania	South Australia	Western Australia	Australian Capital Territory	Northern Territory
	<p>s. 415 – Urgent application for s. 218</p> <p>Maintenance –</p> <p>s. 301 – notice to remedy lessor’s breach</p> <p>s. 302 – notice of intention to leave for unremedied breach</p> <p>s. 309 Application for termination for failure of lessor to remedy breach.</p> <p>s. 191 QCAT can order lessor to remedy with the time decided by Tribunal.</p> <p>s. 420(1)(f) and (g) QCAT can order rent to be paid to Tribunal and can release payment.</p>	<p>Fair Trading can help resolve tenancy disputes about:</p> <ul style="list-style-type: none"> • repairs and maintenance • non-urgent health/safety issues • alterations to premises • access to premises or inspections • non-compliance with tenancy agreement • water saving devices / smoke alarms • provision of correct notices • ending a tenancy or breaking a lease • condition reports. 	<p>They must continue to pay rent or hiring charges even if the landlord or owner has not arranged for the repairs. However, if the matter has already been heard by VCAT, they may apply for the rent to be paid into VCAT’s Rent Special Account while the matter is sorted out.</p>	<p>or the Tenants Union of Tasmania.</p> <p>A tenant may apply to a magistrate for a court order requiring the owner to carry out repairs.</p> <p>If the tenant has a fixed term agreement they may choose to leave the tenancy by giving Notice to Terminate the agreement for failure to carry out repair.</p> <p>Proposed additional responsibilities for the Residential Tenancy Commissioner (RTC) – Responsibility for making orders for maintenance and decisions about rent increases will be transferred from the Magistrates Court to the Residential Tenancy Commission. This will result in quicker decisions and reduce costs.</p>	<p>to mitigate any loss and is not entitled to compensation for damage that could have been avoided); and (e) to recover from the landlord reasonable costs incurred by the tenant in having the state of disrepair remedied, but only if the repairs are carried out by a person who is licensed to carry out the work and the person provides the landlord with a report on the work and the cause of the state of disrepair.</p> <p>(4) However, the tenant is not entitled to recover the cost of repairing the premises or compensation if the premises are subject to a housing improvement notice fixing the maximum rent.</p> <p>(5) The Tribunal may, on application by the tenant, order the landlord to pay to the tenant compensation to which the tenant is entitled under this section.</p>	<p>necessary to effect those repairs; and the lessor must reimburse the tenant for any reasonable expense incurred for those repairs asap.</p> <p>59D. Tenant compensation bonds</p> <p>(1) ...means an order in relation to a failure by a lessor to reimburse a tenant for reasonable expenses incurred by the tenant in arranging for urgent repairs to be carried out, and paying for those repairs.</p> <p>(2) A court may make a further order requiring the lessor to pay to the bond administrator a tenant compensation bond to cover any future tenant compensation orders that might be made against the lessor in respect of a particular tenant or particular residential premises of the lessor.</p> <p>(3) The tenant compensation bond amount is determined by the court.</p> <p>(4) The lessor may apply to the court for an order that the whole or part of a tenant compensation bond is to be paid back to the lessor.</p> <p>59F. Offences relating to security of residential premises</p> <p>A lessor or tenant who breaches the term referred to in section 45(b) without reasonable excuse commits an offence.</p> <p>Penalty: a fine of \$20,000.</p>	<p>s. 62 The following procedures apply to urgent repairs arranged by the tenant: having a nominated or qualified tradesperson to complete the repairs. If the tenant does not comply with this clause—the tenant is personally liable for the cost of the urgent repairs.</p> <p>Breach of terms and conditions per ss. 90, 91 - If the lessor has breached the terms and conditions, the tenant can seek to terminate the agreement by applying to the ACT Civil and Administrative Tribunal or by giving notice to the lessor by:</p> <ul style="list-style-type: none"> • written Notice to Remedy requesting the breach be remedied within 2 weeks (if remedied, tenancy continues); • if not remedied, the tenant can give 2 weeks’ notice of intention to vacate; or • if the breach is remedied during the notice period, the tenant has the choice of continuing the tenancy or vacating at the expiration of the 14th day. <p>In exceptional circumstances, where the property is not fit for habitation, the tenant has two options:</p> <ul style="list-style-type: none"> • the tenant can terminate the agreement by giving lessor 2 days notice; or 	<p>uninhabitable or insecure; and</p> <p>(b) the premises or ancillary property are in a state of disrepair...; and</p> <p>(c) the tenant has notified the landlord in writing...; and</p> <p>(d) either the repairs have not been made within 7 business days after receipt of a notice or the landlord has not, within 7 business days made arrangements for the repairs and notified the tenant; and the repairs have not been made within 21 days after the date of notice.</p> <p>62 Tenant to use nominated repairers</p> <p>(2) If tenant is permitted to have repairs made and the landlord has specified a repairer..., the tenant must engage that repairer.</p> <p>(3) ...a tenant may have repairs made by a person other than the nominated repairer if:</p> <p>(a) the tenant cannot engage the nominated repairer within a reasonable time; and</p> <p>(b) the tenant has obtained quotes from 2 qualified repairers...; and</p> <p>(c) the tenant has chosen the repairer offering the lowest quote...</p> <p>63 Emergency repairs may be ordered by Commissioner</p> <p>(1) The Commissioner may, on the application of a tenant, order the landlord to ensure that specified repairs are made in a specified period if:</p> <p>(a) the repairs are emergency repairs; and</p> <p>(b) the premises or ancillary property are in</p>

Comparison of existing standard of premises provisions in tenancy law for Australian jurisdictions 2014

	Queensland	New South Wales	Victoria	Tasmania	South Australia	Western Australia	Australian Capital Territory	Northern Territory
							<ul style="list-style-type: none"> if the tenant does not give notice to terminate, then the agreement continues. However, if the tenant does not occupy the property for the period when the property is uninhabitable, he or she is not liable to pay rent. When the tenant resumes occupancy, he or she must continue to pay rent. 	a state of disrepair that does not arise from contravention...by the tenant; and (c) the tenant has notified the landlord in writing...; and (d) either the repairs have not been made within 5 business days after receipt of notice or: (i) the landlord has not, within 5 business days after receipt of a notice, made arrangements for the repairs and notified the tenant; and (ii) the repairs have not been made within 14 days after notice date.
Investigating authority / Proposed investigating authority	Investigating authority - Nil	Investigating authority - Nil	<p>Consumer Affairs – If the landlord or owner does not carry out repairs within within 14 days, the tenant can:</p> <ul style="list-style-type: none"> send Consumer Affairs Victoria a copy of the written notice, or use the letter they originally gave the landlord or owner, and complete a <i>Request for repairs inspection or rent assessment</i> or provide a letter requesting a Consumer Affairs Victoria inspector visit the property and fill out a report. They have 60 days from when they receive a copy of the report to apply to the Victorian Civil and Administrative Tribunal (VCAT) for a repair order if the repairs have still not been carried out. 	Investigating authority - Nil	<p>Investigating authority - If the landlord fails to carry out repairs the tenant can request investigation from the Housing Improvement Branch (HIB) of the Department of Communities and Social Inclusion who can determine if the property is substandard and limit the amount of rent that can be charged.</p> <p><i>Housing Improvement Act 1940 – Part 7 – Control of rentals of sub-standard houses and Housing Improvement (Standards) Regulations 2007</i> - Encourages owners/landlords to improve their property to a <i>desirable accommodation standard</i> that complies with the Act and Regulations.</p> <p>HIB Investigation Officers inspect housing conditions state-wide and encourage owners to repair building defects to improve the standard of the property. No fee is</p>	Investigating authority - Nil	Investigating authority - Nil	Investigating authority - Nil

Comparison of existing standard of premises provisions in tenancy law for Australian jurisdictions 2014

	Queensland	New South Wales	Victoria	Tasmania	South Australia	Western Australia	Australian Capital Territory	Northern Territory
					<p>charged for inspection. The HIB may declare any residential property to be non-compliant. The primary focus is on private rental properties and the maximum rent that can be charged by an owner or landlord. The rent can be controlled by the HIB <i>if a property is non-compliant.</i></p> <p>The HIB of the Department of Communities and Social Inclusion is involved with tenants and landlords in the private rental sector and real estate agents, Councils, the Tenancies Branch of Consumer and Business Services and the Office of the Technical Regulator.</p>			

Comparison of existing standard of premises provisions in tenancy law for Australian jurisdictions 2014

State	Sources of above information
Queensland	http://standardresponses/sr/pdfLib/ResidTenRAA087Nov13.pdf#
New South Wales	http://www.fairtrading.nsw.gov.au/Tenants_and_home_owners/Renting_a_home.html http://www.legislation.nsw.gov.au/maintop/view/inforce/act+42+2010+cd+0+N
Victoria	http://www.consumer.vic.gov.au/housing-and-accommodation/renting/during-a-lease-or-residency/repairs-maintenance-and-changes-to-the-property http://www.legislation.vic.gov.au/Domino/Web_Notes/LDMS/LTObject_Store/LTObjSt8.nsf/DDE300B846EED9C7CA257616000A3571/F18BCF7325D94CCECA257D07000405A0/\$FILE/97-109aa076%20authorised.pdf
Tasmania	http://www.consumer.tas.gov.au/renting http://www.consumer.tas.gov.au/_data/assets/pdf_file/0007/123748/Rental_Guide_July_2014.pdf http://www.thelaw.tas.gov.au/tocview/index.w3p;cond=:doc_id=82%2B%2B1997%2BAT%40EN%2B20061113110000;histon=:prompt=:rec=:term= http://www.parliament.tas.gov.au/bills/Bills2013/12_of_2013.htm http://www.parliament.tas.gov.au/bills/Bills2013/pdf/notes/12_of_2013-Fact%20Sheet.pdf http://www.parliament.tas.gov.au/bills/Bills2013/pdf/notes/12_of_2013-SRS.pdf http://www.parliament.tas.gov.au/bills/Bills2013/pdf/notes/12_of_2013-Clause%20Notes.pdf
South Australia	http://www.legislation.sa.gov.au/LZ/C/A/RESIDENTIAL%20TENANCIES%20ACT%201995/CURRENT/1995.63.UN.PDF https://www.sa.gov.au/_data/assets/pdf_file/0010/13024/Repair_and_maintenance_of_rented_properties.pdf http://www.legislation.sa.gov.au/LZ/C/A/HOUSING%20IMPROVEMENT%20ACT%201940/CURRENT/1940.56.UN.PDF http://www.legislation.sa.gov.au/LZ/C/R/HOUSING%20IMPROVEMENT%20(STANDARDS)%20REGULATIONS%202007/CURRENT/2007.195.UN.PDF
Western Australia	http://www.commerce.wa.gov.au/consumer-protection/renting-home http://www.slp.wa.gov.au/legislation/statutes.nsf/main_mrtitle_821_homepage.html http://www.slp.wa.gov.au/legislation/statutes.nsf/main_mrtitle_1992_homepage.html
Australian Capital Territory	http://www.ors.act.gov.au/resources/attachments/The_Renting_Book.pdf http://www.legislation.act.gov.au/a/1997-84/current/pdf/1997-84.pdf
Northern Territory	http://notes.nt.gov.au/dcm/legislat/legislat.nsf/linkreference/residential%20tenancies%20act?opendocument http://www.consumeraffairs.nt.gov.au/ForConsumers/ResidentialTenancies/Pages/default.aspx http://www.consumeraffairs.nt.gov.au/ForConsumers/ResidentialTenancies/Documents/repairs_factsheet.pdf