

Residential Tenancies Amendment Bill

Government Bill

As reported from the Social Services and Community Committee

Commentary

Recommendation

The Social Services and Community Committee has examined the Residential Tenancies Amendment Bill and recommends by majority that it be passed. We recommend all amendments by majority.

Introduction

The bill would amend the Residential Tenancies Act 1986 to introduce a range of changes affecting the rights and obligations of landlords and tenants. These include changes to rules regarding tenancy terminations and keeping pets in rental properties.

Specifically, the bill would:

- reintroduce 90-day no-cause terminations for periodic tenancies, allowing a landlord to end a periodic tenancy after giving at least 90 days' notice, without providing a reason
- reinstate a 42-day notice period on certain grounds, allowing a landlord to end a periodic tenancy for specified reasons
- decrease the minimum notice period a tenant must give to end a periodic tenancy, from 28 days to 21 days
- enable landlords or tenants to give notice to end a fixed-term tenancy between 90 and 21 days before the end of the fixed term, without providing a reason
- decrease the minimum notice period a tenant must give to renew or extend a fixed-term tenancy, from 28 days to 21 days.

The bill would also enable a tenant to keep a pet in their rental property, if allowed in their tenancy agreement or with the landlord's written consent. A landlord would have to have reasonable grounds to prohibit or refuse consent for a tenant to keep a

pet. Landlords would be able to require a specific pet bond from tenants keeping pets in their rental property.

Legislative scrutiny

As part of our consideration of the bill, we have examined its consistency with principles of legislative quality. We have no issues regarding the legislation's design to bring to the attention of the House.

Proposed amendments

This commentary covers the main amendments we recommend to the bill as introduced. We do not discuss minor or technical amendments.

Pet provisions

Pet bonds

Clause 8 of the bill would insert section 18AA into the Act to enable a landlord to require a "pet bond" from a tenant who wished to keep a pet or pets in the rental property. The amount of the pet bond could be up to a maximum of two weeks' rent. This would be in addition to the general bond amount of up to four weeks' rent that a landlord can currently require.

We recommend two changes to clarify the provisions related to pet bonds. We discuss them below.

Clarifying that a landlord may require only one pet bond at a time

Proposed section 18AA would enable a landlord to require a pet bond. The policy intention is that a landlord could only require one pet bond from a tenant, even if they keep more than one pet.

Under the bill as introduced, a landlord must not require more than one pet bond during a tenancy. This would not allow for situations where a pet bond was refunded during a tenancy, for example if a pet died or was rehomed, and a tenant later gained consent for another pet during the same tenancy.

We think the bill should cover situations such as these. Therefore, we recommend amending clause 8, new section 18AA(2), to state that a landlord must not require more than one pet bond "at any one time during a tenancy", rather than only allowing one pet bond per tenancy. We also recommend including examples of such situations.

Providing for a pet bond to be refundable during a tenancy

Under the bill as introduced, the provisions enabling the refund of a pet bond would rely on existing provisions that relate to the payment and refund of general bonds (sections 22, 22A, and 22B of the Act). Generally, bonds are not paid out until after the end of a tenancy, and these provisions are not explicit as to whether a bond could be refunded during a tenancy.

We consider that the bill as introduced is not sufficiently clear regarding when a tenant may apply for a refund of a pet bond in the case where the tenant stops keeping a pet during a tenancy, for example if a pet died. We think that it should be clear that a tenant could apply for the refund of a pet bond at any time during their tenancy if they were no longer keeping a pet. We recommend inserting clause 13A, new section 22BA, to reflect this.

Consent to keep a pet

Clause 16 would insert new sections 42C to 42G into the Act, setting out the conditions for a tenant to keep a pet in a rental property. We make several recommendations related to these matters, discussed below.

A tenant keeping a pet without consent should be an unlawful act

The bill would create four new unlawful acts related to the pet provisions; for example, it would be unlawful for a landlord refusing consent for a tenant to keep a pet without reasonable grounds for refusal. These unlawful acts aim to give landlords incentives to comply with the bill's provisions related to tenants keeping pets.

Some submitters suggested that there should be corresponding incentives for tenants to comply with pet consent provisions and not breach their obligations under the bill. We agree. We consider it appropriate to make it an unlawful act for a tenant to keep a pet without their landlord's written consent or a provision in their tenancy agreement enabling them to do so. We therefore recommend amending clause 16 to insert new section 42C(2) to provide that a tenant keeping a pet without complying with the above conditions would be an unlawful act.

We propose that the associated penalty be a maximum amount of \$750. We recommend amending clause 37 accordingly.

Expanding the grounds for refusing consent to keep a pet

Clause 16, proposed section 42F sets out a non-exhaustive list of reasonable grounds on which a landlord could refuse or prohibit a tenant from keeping a pet in the rental property. We recommend four amendments to expand or better specify these reasonable grounds for refusing consent.

Proposed section 42F(b) specifies that a landlord could refuse consent or prohibit a pet to be kept in their rental property if pet-keeping is prevented by a "relevant bylaw, or body corporate operational rule". We understand that this wording would not encompass all the rules or bylaws intended, such as some townhouse residents' rules. We recommend that it be expanded to cover any "rule or bylaw applying to the premises under this Act or other legislation" that would prohibit the keeping of pets. We think that this would better reflect the intention.

Proposed section 42F(d) sets out that a reasonable ground for a landlord to refuse or prohibit pet-keeping would be if the pet was not suitable for the premises. Reasons for this could include the pet's size, type, or propensity to cause damage to the premises. We think that the reasons should be expanded to include the number of

pets a tenant requests to keep. This would cover cases where the number of pets a tenant seeks consent for is too many to be suitable for the property. We recommend amending clause 16 accordingly.

Proposed section 42F(d)(iii) provides that a reasonable ground for a landlord to refuse consent is if the pet is believed to have previously attacked persons or other animals. We are concerned that this is too broad, as it could be interpreted as including cats attacking animals such as mice or rats. We recommend amending clause 16 to refer instead to a pet being believed to have previously attacked “persons, livestock, or other pets”.

We think it would be appropriate to include a further reasonable ground, namely that the tenant had previously failed to comply with a reasonable pet-keeping condition set by the landlord. We recommend amending clause 16 to insert new section 42F(f) to specify this.

Improving specificity about reasonable pet-keeping conditions

Under clause 16, proposed section 42C(1)(b), a tenant would only be able to keep a pet if they complied with any reasonable related conditions set out in the tenancy agreement or attached to the written consent from the landlord.

As discussed above, proposed section 42F gives a non-exhaustive list of reasonable grounds on which a landlord may prohibit or refuse consent for a tenant to keep a pet. We think this section aids the bill’s clarity and provides helpful guidance for both landlords and tenants. We think it would also be helpful to include a non-exhaustive list of reasonable conditions that a landlord could set for a tenant to comply with in keeping a pet. Therefore, we recommend inserting section 42G, specifying that reasonable conditions may include:

- a condition that the tenant agree to pay a pet bond
- a condition requiring pets to be restrained while a landlord lawfully enters the premises
- a condition requiring carpets to be cleaned to a professional standard at the end of the tenancy, if a pet is allowed inside the premises.

We think that these conditions would help to ensure that a landlord could exercise their rights and obligations, and help to mitigate common forms of pet damage, such as damage to carpets.

Clarifying liability for damage caused by keeping a pet

Clause 20 would amend section 49B of the Act. It would make tenants who keep a pet liable for the full cost of any destruction or damage to the premises caused by the pet, other than fair wear and tear.

We consider that this provision is too narrow, as proposed section 49B would only cover damage that was caused directly by a pet, not damage that might occur as consequence of a tenant keeping a pet. For example, if flooding damage occurred as result of a fish tank breaking, the fish would not have directly caused the damage.

However, since the damage would result from a pet being kept at the premises, in cases such as this, we think that the tenant should be liable for the damage.

We recommend amending clause 20 to state that a tenant should be liable for damage caused as the result of them “keeping a pet on the premises”, rather than damage “caused by a pet”. We also recommend inserting clause 15A to amend section 40(2)(a) to explicitly state that a tenant has a responsibility to not damage the premises as a result of keeping a pet.

Tenancy termination

Time period for applying to the Tenancy Tribunal regarding retaliatory termination notices

Under section 54 of the Residential Tenancies Act, a tenant may apply to the Tenancy Tribunal for an order that declares a notice terminating a tenancy to be of no effect. The ground for the application would be that the notice was in retaliation for the tenant enforcing their rights or making a complaint against the landlord. The Act also empowers the chief executive of the Ministry of Business, Innovation and Employment to take actions against a landlord to enforce a tenant’s rights on their behalf. However, section 54 does not explicitly account for cases where a landlord issues a termination notice in retaliation for actions taken by the chief executive on a tenant’s behalf. Clause 24 of the bill would replace section 54 to ensure that termination notices given in retaliation for actions taken by the chief executive could also be declared to be of no effect.

Section 54 of the Act states that a tenant would have 28 working days after receiving a termination notice to apply for an order declaring the notice to be of no effect on the grounds that it was retaliatory. We think that the 28 working day time limit should be removed for cases where a tenant wished to seek an order declaring a termination notice to be retaliatory. If a notice was found to be retaliatory, it would be an unlawful act and the tenant could then seek exemplary damages. Under section 109 of the Act, a tenant would have up to 12 months after the termination of a tenancy to apply to the Tenancy Tribunal for exemplary damages. Consequently, removing the 28 working day limit here would mean that, in practice, a tenant would have 12 months to make an application for the Tribunal to declare a termination notice retaliatory.

However, where a tenant wishes to apply for an order declaring a termination notice to be of no effect, we think that the 28 working day time limit should remain. This is because it is in the best interests of both the tenant and the landlord to have timely resolution as to whether the notice will or will not be overruled.

We recommend amending section 54 accordingly, to state that:

- a tenant may apply to the Tenancy Tribunal for an order declaring a termination notice to be retaliatory
- if they make this application within 28 working days, they may also apply for an order declaring the notice to be of no effect at the same time.

Broadening the definition of retaliatory termination notices

As discussed above, clause 24 would replace section 54 of the Act. It would specify that a landlord issuing a tenancy termination notice in retaliation for action taken by the chief executive on behalf of a tenant would be considered a retaliatory notice, and therefore an unlawful act.

We do not think this provision is broad enough to cover situations in which a landlord issues a termination notice in retaliation for action taken by those exercising a power or function conferred under other legislation. For example, the Health Act 1956 enables local authorities to order landlords to carry out repairs. If a landlord issued a termination notice in retaliation for this, it would not be covered by the proposed amendments to section 54.

We therefore recommend amending section 54 to specify that a tenant may apply to the Tenancy Tribunal for an order declaring a termination notice to be retaliatory if the landlord was motivated by the actions of any person exercising a power or function conferred on them by “this or any other Act in respect of the tenancy or premises”.

Commencement dates

Under clause 2, the bill would come into force on a date, or dates, set by Order in Council, or 2 years after Royal assent at the latest. We propose instead that the various provisions come into force on a staggered basis, to provide clarity and time for the sector to prepare for the changes.

We propose that amendments relating to bond lodgement and payment methods come into force on the day after Royal assent. Those relating to tenancy terminations would come into force 6 weeks after Royal assent. Remaining amendments other than those relating to pets would come into force 3 months after Royal assent. We think that commencement of the pet provisions should remain by Order in Council because the process for administering pet bonds will need to be developed.

We recommend amending clause 2 accordingly.

Clarifying the extent to which a tenancy agreement may prohibit smoking on the premises

Clause 17 would insert new section 43AA into the Act. Proposed section 43AA would clarify the extent to which a tenancy agreement may prohibit a tenant from smoking in rented premises. It sets out that a tenant could not be prevented from smoking outdoors or in any outbuildings intended solely for storage or parking, such as a garage. A landlord could not prohibit smoking outside on the premises, except for on balconies, porches, or other structures that are attached to indoor areas. We are concerned that this approach is unnecessarily confusing.

We recommend amending clause 17 to instead specify that a tenancy agreement may prohibit smoking indoors, and that “indoors” does not include any outbuildings. In addition, we think that a tenancy agreement should be able to prohibit smoking in

any other part of the premises if the prohibition is consistent with the parties' rights and obligations under the Act. An example of such a right is a tenant's right to quiet enjoyment of the premises, under section 38 of the Act. We think that this would allow more flexibility for a case-by-case assessment of whether it is reasonable or not to prohibit smoking in certain areas of a rental property, such as balconies.

Appendix

Committee process

The Residential Tenancies Amendment Bill was referred to us on 21 May 2024.

We called for submissions on the bill with a closing date of 3 July 2024. We received and considered submissions from 1,634 interested groups and individuals. We heard oral evidence from 70 submitters.

Advice on the bill was provided by the Ministry of Housing and Urban Development. The Office of the Clerk provided advice on the bill's legislative quality. The Parliamentary Counsel Office assisted with legal drafting.

Committee membership

Joseph Mooney (Chairperson)

Paulo Garcia

Takutai Tarsh Kemp

Ricardo Menéndez March

Hon Willow-Jean Prime

Maureen Pugh

Hon Carmel Sepuloni

Laura Trask

Tanya Unkovich

Tamatha Paul and Hon Kieran McAnulty also took part in our consideration of the bill.

Related resources

The documents received as advice and evidence are available on the Parliament website.

Residential Tenancies Amendment Bill

Key to symbols used in reprinted bill

As reported from a select committee

text inserted by a majority

~~text deleted by a majority~~

Hon Chris Bishop

Residential Tenancies Amendment Bill

Government Bill

Contents

		Page
1	Title	3
2	Commencement	3
3	Principal Act	4

Part 1

Tenancy agreements, bonds, and related matters

Amendments relating to definitions

4	Section 2 amended (Interpretation)	4
<u>4A</u>	<u>Section 5 amended (Act excluded in certain cases)</u>	<u>5</u>

Amendments relating to tenancy agreements and bonds

5	Section 13A amended (Contents of tenancy agreement)	5
6	Section 13AB amended (Address for service)	5
7	Section 18 replaced (Bonds to be no more than 4 weeks' rent)	5
	18 General bonds	5
8	New section 18AA inserted (Pet bonds)	6
	18AA Pet bonds	6
9	Section 18A amended (Landlord must not require security other than permitted bond)	7
10	Section 19 amended (Duties of landlord on receipt of bond)	7
11	Section 20 amended (Duties of chief executive in relation to bonds)	7
12	Section 21 amended (Tenant may pay bond direct to chief executive with landlord's consent)	7
13	Section 22A amended (Applications to chief executive for payment of bond without agreement of other party)	7

Residential Tenancies Amendment Bill

<u>13A</u>	<u>New section 22BA inserted (Application for payment of pet bond if tenant no longer keeping pet)</u>	<u>7</u>
	<u>22BA</u> <u>Application for payment of pet bond if tenant no longer keeping pet</u>	<u>7</u>
14	Section 22F amended (Landlord must state amount of rent when advertising residential premises)	8
<u>14A</u>	<u>Section 26 amended (Duration of order determining market rent)</u>	<u>8</u>
15	Section 30 amended (Landlord to keep records)	8
<u>15A</u>	<u>Section 40 amended (Tenant’s responsibilities)</u>	<u>8</u>
	<i>Amendments relating to when tenant may keep pet</i>	
16	New sections 42C to 42 <u>F</u> <u>G</u> inserted	8
	42C When tenant may keep pet	8
	42D Provisions in tenancy agreements relating to tenant keeping pet	9
	42E Written consent for tenant to keep pet	9
	42F Reasonable grounds for prohibiting tenant from, or refusing tenant consent for, keeping pet	10
	<u>42G</u> <u>Reasonable conditions relating to tenant keeping pet</u>	<u>10</u>
	<i>Amendments relating to smoking</i>	
17	New section 43AA inserted (Tenancy agreement may prohibit smoking)	11
	43AA Tenancy agreement may prohibit smoking	11
	<i>Amendments relating to assignment of tenancy</i>	
18	Section 43A amended (Effect of provision prohibiting assignment by tenant)	11
19	Section 43B amended (Assignment of tenancy by tenant)	11
	<i>Amendments relating to liability for damage caused by <u>keeping</u> pets</i>	
20	Section 49B amended (When tenant liable)	12
	Part 2	
	Termination of tenancies	
21	Section 50 amended (Circumstances in which tenancies are terminated)	12
22	Section 51 amended (Termination by notice)	12
23	Section 53B repealed (Special provisions for notice terminating social housing tenancies)	13
24	Section 54 amended (Tribunal may declare retaliatory notice of no effect)	13
<u>24</u>	<u>Section 54 replaced (Tribunal may declare retaliatory notice of no effect)</u>	<u>13</u>
	<u>54</u> <u>Tribunal may declare notice retaliatory</u>	<u>13</u>

25	Section 55 amended (Termination on non-payment of rent, damage, or assault)	14
26	Section 56B amended (Withdrawal from tenancy following family violence)	14
27	Section 60A amended (Fixed-term tenancy becomes periodic unless contrary notice given)	15
28	Section 60B amended (Tenant must exercise right to renew or extend tenancy not later than 28 days before expiry)	15
29	Section 61 amended (Abandonment of premises)	15

Part 3

Tenancy Tribunal and administrative matters

30	Section 66A amended (Application of Part)	15
<u>30A</u>	<u>Section 66K amended (Obligations of tenant)</u>	<u>15</u>
31	Section 77 amended (Jurisdiction of Tribunal)	15
32	Section 91 amended (Notice of hearing by Tribunal)	16
33	New section 91AB inserted (Decision on papers)	16
	91AB Decision on papers	16
34	Section 91A amended (Service on tenants following application)	17
<u>34A</u>	<u>Section 109 amended (Unlawful acts)</u>	<u>17</u>
<u>34B</u>	<u>Section 109B amended (Tribunal may make pecuniary penalty orders)</u>	<u>17</u>
<u>34C</u>	<u>Section 134A amended (Method of payment)</u>	<u>17</u>
35	Section 136 amended (Service of documents)	17
36	Schedule 1AA amended	17
37	Schedule 1A amended	18
38	Schedule 1B amended	18
39	Regulations amended	18

Schedule 1

New Part 8 inserted into Schedule 1AA

Schedule 2

Amendments to Residential Tenancies (Termination for Physical Assault by Tenant and Withdrawal Following Family Violence) Regulations 2022

The Parliament of New Zealand enacts as follows:

1 Title

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

2 Commencement

~~(1) This Act comes into force on a date or dates set by Order in Council.~~

5

- (1) **Sections 10(3), 12(1), 34C, and 36** (which relate to bond lodgement, methods of payment to the chief executive, and transitional arrangements) come into force on the day after Royal assent.
- (1A) **Sections 4(1A) and (2), 14, 18, 19, 21 to 25, 27 to 29, 34A, 34B, and 37(4)** (which relate to tenancy termination) come into force 6 weeks after Royal assent. 5
- (1B) **Sections 4(3), 4A, 6, 10(1), 14A, 17, 26, 31(2) and (3), 32 to 34, 35, and 39** (which relate to miscellaneous matters) come into force 3 months after Royal assent.
- (1C) **Sections 4(1) and (4), 5, 7 to 9, 10(2), 11, 12(2), 13, 13A, 15 to 16, 20, 30, 30A, 31(1), 37(1) to (3), and 38** (which relate to pets) come into force on a single date set by Order in Council. 10
- (2) Any part of the Act that has not come into force by the second anniversary of Royal assent comes into force then.
- (3) An Order in Council made under this section is secondary legislation (*see* Part 3 of the Legislation Act 2019 for publication requirements). 15

3 Principal Act

This Act amends the Residential Tenancies Act 1986.

Part 1

Tenancy agreements, bonds, and related matters 20

Amendments relating to definitions

4 Section 2 amended (Interpretation)

- (1) In section 2(1), insert in their appropriate alphabetical order:
- general bond** means a bond referred to in **section 18**
- keeps a pet** has the meaning set out in **subsection (4)** 25
- pet** does not include a disability assist dog (within the meaning of section 2 of the Dog Control Act 1996)
- pet bond** means a bond referred to in **section 18AA**
- (1A) **In section 2(1), insert in its appropriate alphabetical order:**
- school board** means a board of trustees (within the meaning of section 10(1) of the Education and Training Act 2020) 30
- (2) In section 2(1), definition of **fixed-term tenancy**, replace “section 58(1) or 58A” with “section 50(1)(a) to (ac)”.
- (3) In section 2(1), definition of **service tenancy**, after paragraph (c), insert:
- (d) any tenancy granted by the Crown as an incident of a contract of service or a contract for services between a school board and an employee or 35

contractor of the school board (in which case, a reference to “landlord” in relation to a service tenancy includes the school board where the context requires)

- (4) After section 2(3), insert:
- (4) For the purposes of this Act, the tenant of a premises **keeps a pet** on the premises if the tenant permits the pet to be kept there even if the tenant is not the owner of the pet. 5

4A Section 5 amended (Act excluded in certain cases)

- (1) In section 5(1)(y)(i)(A), replace “the Special Needs Grants Programme” with “a welfare programme approved and established under section 101 of the Social Security Act 2018”. 10
- (2) Repeal section 5(4).

Amendments relating to tenancy agreements and bonds

5 Section 13A amended (Contents of tenancy agreement)

Replace section 13A(1)(i) with: 15

(i) the amount of any general bond and the amount of any pet bond; and

6 Section 13AB amended (Address for service)

- (1) In section 13AB(2)(b), replace “, email address, or facsimile number” with “or electronic address”.
- (2) After section 13AB(2), insert: 20
- (3) In this section, **electronic address** means an email address, facsimile number, mobile telephone number, or instant messaging account through which information transmitted is readily accessible for subsequent reference.

7 Section 18 replaced (Bonds to be no more than 4 weeks’ rent)

Replace section 18 with: 25

18 General bonds

- (1) A landlord may require payment of a bond (a **general bond**) of no more than 4 weeks’ rent lawfully payable under the tenancy agreement relating to all of the tenant’s obligations.
- (2) If the landlord lawfully increases the amount of the rent, the landlord may require payment of a further sum of general bond not exceeding the amount by which the rent payable for 4 weeks has been increased. 30
- (3) If the landlord decreases the amount of the rent, the chief executive must, on application by the person who paid the general bond, refund the tenant the amount by which the total sum of general bond already paid exceeds the rent payable for 4 weeks following the decrease. 35

- (4) A landlord who requires payment of a general bond that is greater than the amount referred to in **subsection (1)**—
- (a) commits an unlawful act; and
 - (b) commits an infringement offence and is liable to a fine or an infringement fee specified in Schedule 1B.

5

8 New section 18AA inserted (Pet bonds)

After section 18, insert:

18AA Pet bonds

- (1) A landlord may require payment of a bond (a **pet bond**) of no more than 2 weeks' rent lawfully payable under the tenancy agreement relating to the tenant's obligations in relation to a pet if—
- (a) the tenant is keeping, or intends to keep, a pet on the premises; and
 - (b) the landlord has agreed the pet may be kept on the premises.
- (2) A landlord must not require payment of more than 1 pet bond ~~for~~ at any one time during a tenancy.

10

15

Examples

Example 1

A tenant has their landlord's consent to keep 3 pets. The landlord may require payment of 1 pet bond of no more than 2 weeks' rent.

Example 2

A pet bond is paid out following the death of a tenant's pet (see **section 22BA**). The tenant subsequently obtains the landlord's consent to keep a new pet. The landlord may require payment of a pet bond again.

20

- (3) If the landlord lawfully increases the amount of the rent, the landlord may require payment of a further sum of pet bond not exceeding the amount by which the rent payable for 2 weeks has been increased.
- (4) If the landlord decreases the amount of the rent, the chief executive must, on application by the person who paid the bond, refund the tenant the amount by which the total sum of pet bond already paid exceeds the rent payable for 2 weeks following the decrease.
- (5) A landlord commits an unlawful act if the landlord requires payment of a pet bond—
- (a) that is greater than the amount referred to in **subsection (1)**; or
 - (b) from a tenant who is not keeping, or does not intend to keep, a pet on the premises.
- (6) A landlord commits an infringement offence and is liable to a fine or an infringement fee specified in Schedule 1B if the landlord requires payment of a pet bond as set out in **subsection (5)(a) or (b)**.

25

30

35

- 9 Section 18A amended (Landlord must not require security other than permitted bond)**
- In section 18A(3)(b)(i), after “section 18”, insert “or **18AA**”.
- 10 Section 19 amended (Duties of landlord on receipt of bond)**
- (1) In section 19(1)(a), replace “the person who receives the payment shall forthwith” with “as soon as practicable after receiving the payment, the person who receives it must”. 5
- (2) Replace section 19(1)(a)(ii) with:
- (ii) the type of bond and the amount paid; and
- (3) In section 19(1)(b), delete “signed by the landlord and the tenant”. 10
- 11 Section 20 amended (Duties of chief executive in relation to bonds)**
- Replace section 20(b)(iv) with:
- (iv) the type of bond and the amount paid; and
- 12 Section 21 amended (Tenant may pay bond direct to chief executive with landlord’s consent)** 15
- (1) In section 21(2), delete “signed by the landlord and the tenant”.
- (2) Replace section 21(3)(b)(iv) with:
- (iv) the type of bond and the amount paid; and
- 13 Section 22A amended (Applications to chief executive for payment of bond without agreement of other party)** 20
- (1) In section 22A(1), delete “in the approved form”.
- (2) After section 22A(1), insert:
- (1A) The application must—
- (a) be made in the approved form; and
- (b) identify the type or types of bond to which the application relates and the amount requested for each type. 25
- 13A New section 22BA inserted (Application for payment of pet bond if tenant no longer keeping pet)**
- After section 22B, insert:
- 22BA Application for payment of pet bond if tenant no longer keeping pet** 30
- (1) A tenant may apply for payment of a pet bond in accordance with sections 22 to 22B at any time during a tenancy if the tenant is no longer keeping a pet.
- (2) This section does not limit sections 22 to 22B.

- 14 Section 22F amended (Landlord must state amount of rent when advertising residential premises)**
- (1) Replace section 22F(2)(b) with:
- (b) a tenancy that was granted before 14 April 2014 and is a tenancy of Kāinga Ora housing; or
 - (c) a tenancy that was granted as a tenancy of social housing to a tenant assessed under the Public and Community Housing Management Act 1992 as eligible to be allocated social housing.
- (2) After section 22F(3), insert:
- (4) In this section, **Kāinga Ora housing** and **social housing** have the meanings given to them by section 2(1) of the Public and Community Housing Management Act 1992.
- 14A Section 26 amended (Duration of order determining market rent)**
In section 26(1)(a), replace “6 months” with “1 year”.
- 15 Section 30 amended (Landlord to keep records)**
 In section 30(1)(b), replace “any amount by way of” with “the type and amount of any”.
- 15A Section 40 amended (Tenant’s responsibilities)**
In section 40(2)(a), after “premises”, insert “, or damage the premises as a result of keeping a pet”.
- Amendments relating to when tenant may keep pet*
- 16 New sections 42C to 42FG inserted**
 After section 42B, insert:
- 42C When tenant may keep pet**
- (1) A tenant may keep a pet on the premises—
- (a) if the tenancy agreement provides that the tenant may keep the pet or the landlord gives written consent to the tenant keeping the pet; and
 - (b) in accordance with any reasonable conditions set out in the tenancy agreement or attached to the consent (see section 42G regarding reasonable conditions).
- (2) A tenant who keeps a pet but fails to comply with subsection (1)(a) commits an unlawful act.
- (3) See section 49B(1)(c) regarding the tenant’s liability for destruction or damage as a result of a pet being kept on the premises.

42D Provisions in tenancy agreements relating to tenant keeping pet

- (1) A tenancy agreement must not prohibit a tenant from keeping a pet on the premises unless the landlord provides reasonable grounds in the agreement for the prohibition.
- (2) A tenancy agreement must not impose on the tenant an unreasonable condition relating to the tenant keeping a pet. 5
- (3) A landlord who fails to comply with **subsection (1)** commits an unlawful act.
- (4) The following provisions of a tenancy agreement are of no effect:
 - (a) a provision that prohibits a tenant from keeping a pet without providing reasonable grounds for the prohibition: 10
 - (b) a provision that imposes an unreasonable condition relating to the tenant keeping a pet.

42E Written consent for tenant to keep pet

- (1) If the tenant makes a written request to the landlord for consent for the tenant to keep a pet on the premises, the landlord must respond in writing within 21 days of receiving the request. 15
- (2) The landlord's response must include—
 - (a) the landlord's decision on whether consent is given or refused; and
 - (b) if consent is given, any reasonable conditions attached to the consent; and 20
 - (c) if consent is refused, the grounds for the refusal.
- (3) The landlord's response may set out details of—
 - (a) which pet or pets the consent applies to (for example, a specific pet, pets generally, a specified number of pets, or a specified type or breed of pet); and 25
 - (b) reasonable requirements relating to the characteristics of the pet or pets (for example, relating to size or breed).
- (4) The landlord must not—
 - (a) refuse consent without reasonable grounds; or
 - (b) attach an unreasonable condition to the consent. 30
- (5) A landlord who, without reasonable excuse, fails to comply with **subsection (1)** commits an unlawful act.
- (6) A landlord who fails to comply with **subsection (4)(a)** commits an unlawful act.

42F Reasonable grounds for prohibiting tenant from, or refusing tenant consent for, keeping pet

For the purposes of **sections 42D(4) and 42E(4)(a)**, reasonable grounds for prohibiting a tenant from keeping a pet in a tenancy agreement or refusing consent for a tenant to keep a pet include, ~~without limitation, any 1 or more of~~ the following (for example):

- (a) the premises are not suitable for the pet or pets (for example, because of the size or fencing of the premises, or other unique features of the premises):
- (b) ~~a relevant bylaw, or body corporate operational rule made under the Unit Titles Act 2010, a rule or bylaw applying to the premises under this Act or other legislation~~ prohibits the pet or pets from being kept on the premises:
- (c) the tenant has not complied with relevant bylaws relating to the pet or type of pets:
- (d) the pet or pets are not suitable for the ~~property~~ premises—
 - (iaaa) due to the number of pets; or
 - (i) ~~due to size, type, breed, or propensity for causing damage to premises or disruption to other persons residing in the neighbourhood~~ their size or type (for example, their species or breed); or
 - (ia) due to their propensity for causing damage to premises or disruption to other persons residing in the neighbourhood; or
 - (ii) ~~because it is, or they include,~~ a dog that has been classified as dangerous or menacing under the Dog Control Act 1996; or
 - (iii) ~~because there is good reason to believe it has, or they have,~~ previously attacked persons or other animals, livestock, or other pets:
- (e) the tenant has not agreed with a reasonable condition to which the landlord proposes to make the tenancy agreement or the consent subject:
- (f) the tenant has previously failed to comply with a reasonable condition relating to the tenant keeping a pet.

42G Reasonable conditions relating to tenant keeping pet

(1) For the purposes of sections 42C to 42F, a condition relating to a tenant keeping a pet that is set out in a tenancy agreement or attached to a landlord's consent must be reasonable having regard to the nature of the premises and the type of pet or pets to which it applies.

(2) Reasonable conditions may include the following (for example):

- (a) a condition that the tenant agree to pay an amount of pet bond set by the landlord in accordance with section 18AA (and agree to a variation of the tenancy agreement under section 13B to that effect):

- (b) a condition requiring a pet or pets to be restrained while a landlord lawfully enters the premises:
- (c) if a pet is allowed inside the premises, a condition requiring the carpets in the premises to be cleaned to a professional standard at the end of the tenancy.
- (3) **Subsection (2)** is subject to **subsection (1)**.

5

Amendments relating to smoking

17 New section 43AA inserted (Tenancy agreement may prohibit smoking)

After section 43, insert:

43AA Tenancy agreement may prohibit smoking

10

- (1) A tenancy agreement may prohibit a tenant from smoking a smoked tobacco product in any part of the premises ~~other than~~ that is indoors.

~~(a) outdoors; and~~

~~(b) in any outbuildings that are intended solely for storage or parking (for example, a garage, carport, or garden shed intended solely for those purposes).~~

15

- (1A) A tenancy agreement may prohibit a tenant from smoking a smoked tobacco product in any other part of the premises only if the prohibition is consistent with the parties' rights and obligations under this Act.

- (2) In this section,—

20

~~outdoors does not include a balcony, porch, or other structure that is immediately attached to any inside area~~

indoors does not include outbuildings

premises includes facilities

smoked tobacco product has the meaning given in section 2(1) of the Smoke-free Environments and Regulated Products Act 1990.

25

Amendments relating to assignment of tenancy

18 Section 43A amended (Effect of provision prohibiting assignment by tenant)

In section 43A(2), replace “section 53B(1)(a)” with “**section 22F(2)(b) or (c)**”.

30

19 Section 43B amended (Assignment of tenancy by tenant)

In section 43B(3)(b), replace “section 53B(1)(a)” with “**section 22F(2)(b) or (c)**”.

*Amendments relating to liability for damage caused by keeping pets***20 Section 49B amended (When tenant liable)**

(1) After section 49B(1)(b), insert:

- (c) ~~the destruction or damage was caused by a pet kept on the premises by the tenant or kept on the premises by a person for whose actions the tenant is responsible under section 41 or 66L~~ the result of the tenant, or a person for whose actions the tenant is responsible under section 41 or 66L, keeping a pet on the premises.

5

(2) After section 49B(8)(b)(ii), insert:

- (iii) that any destruction or damage was not caused ~~by a pet as in~~ circumstances described in **subsection (1)(c)**.

10

Part 2**Termination of tenancies****21 Section 50 amended (Circumstances in which tenancies are terminated)**

In section 50(1)(b), replace “53B” with “53A”.

15

22 Section 51 amended (Termination by notice)

(1) Replace section 51(1) to (2A) with:

(1) A landlord may terminate a periodic tenancy in any case by giving at least 90 days’ notice.

(2) A landlord may terminate a periodic tenancy by giving at least 42 days’ notice if—

20

(a) the owner of the premises requires the premises, within 90 days after the termination date, as the principal place of residence for at least 90 days for the owner or a member of the owner’s family; or

(b) the owner is required, under an unconditional agreement for the sale of the premises, to give the purchaser vacant possession; or

25

(c) the landlord customarily uses the premises, or has acquired the premises, for occupation by employees of the landlord or by contractors under contracts for services with the landlord, and—

(i) that fact is clearly stated in the tenancy agreement; and

30

(ii) the premises are required for that use; or

(d) the landlord customarily uses the premises, or has acquired the premises, for occupation by employees of a school board or by contractors under contracts for services with a school board, and—

(i) that fact is clearly stated in the tenancy agreement; and

35

(ii) the premises are required for that use; and

- (iii) the landlord is the Crown.
- (2A) A tenant may terminate a periodic tenancy in any case by giving at least 21 days' notice.
- (2) Repeal section 51(2B).
- (3) In section 51(3)(ca), replace “if the notice is given by the landlord” with “if the landlord gives less than 90 days' notice”.
- (4) In section 51(7), replace “subsection (2) or (2B)” with “**subsection (2) or (2A)**”.
- (5) In section 51(10), replace “subsections (1) and (2)” with “**subsection (2)**”.
- 23 Section 53B repealed (Special provisions for notice terminating social housing tenancies)** 10
Repeal section 53B.
- ~~24 Section 54 amended (Tribunal may declare retaliatory notice of no effect)~~**
- ~~(1) Replace section 54(1) with:~~
- ~~(1) Within 28 working days after receipt of a notice terminating the tenancy, being a notice that complies with the requirements of section 51 (or, in the case of a boarding house tenancy, section 66U), the tenant may apply to the Tribunal for an order declaring that the notice is of no effect on either or both of the following grounds:~~
- ~~(a) that, in giving the notice, the landlord was motivated wholly or partly by the exercise or proposed exercise by the tenant of any right, power, authority, or remedy conferred on the tenant by the tenancy agreement or by this or any other Act or any complaint by the tenant against the landlord relating to the tenancy:~~
- ~~(b) that, in giving the notice, the landlord was motivated wholly or partly by the exercise or performance, or proposed exercise or performance, by the chief executive of any power or function conferred on the chief executive under this Act in respect of the tenancy.~~
- ~~(2) In section 54(2), after “unless”, insert “, in the case of **subsection (1)(a)**,”.~~
- 24 Section 54 replaced (Tribunal may declare retaliatory notice of no effect)** 30
Replace section 54 with:
- 54 Tribunal may declare notice retaliatory**
- (1) This section applies in relation to a notice given by a landlord terminating the tenancy, being a notice that complies with the requirements of section 51 (or, in the case of a boarding house tenancy, section 66U).
- (2) The tenant may apply to the Tribunal for an order declaring that the notice was retaliatory on either or both of the following grounds:

- (a) that, in giving the notice, the landlord was motivated wholly or partly by the exercise or proposed exercise by the tenant of any right, power, authority, or remedy conferred on the tenant by the tenancy agreement or by this or any other Act or any complaint by the tenant against the landlord relating to the tenancy: 5
- (b) that, in giving the notice, the landlord was motivated wholly or partly by the exercise or performance, or proposed exercise or performance, by the chief executive or any other person of any power or function conferred on the person under this or any other Act in respect of the tenancy or premises. 10
- (3) If the tenant makes the application within 28 working days after receiving the termination notice, the tenant may at the same time apply for an order declaring the notice to be of no effect.
- (4) If the Tribunal is satisfied that either or both of the grounds in **subsection (2)** apply, the Tribunal must declare the notice to be retaliatory and, if an order is applied for under **subsection (3)**, of no effect. 15
- (5) However, the Tribunal need not declare the notice to be retaliatory and of no effect if the Tribunal is satisfied that, in the case of **subsection (2)(a)**, the purported exercise by the tenant of any such right, power, authority, or remedy, or the making by the tenant of any such complaint, was or would be vexatious or frivolous to such an extent that the landlord was justified in giving the notice. 20
- (6) The giving of a notice terminating a tenancy is an unlawful act if the notice is declared under **subsection (4)** to be retaliatory.
- 25 Section 55 amended (Termination on non-payment of rent, damage, or assault) 25**
- (1) Replace section 55(1)(aa)(i) with:
- (i) on 3 separate occasions within a 90-day period an amount of rent has been owing for at least 5 working days after the date on which it was due under the tenancy agreement; and 30
- (2) In section 55(1)(aa)(ii), replace “arrear” with “overdue rent”.
- (3) In section 55(1)(aa)(ii), delete “or amounts”.
- 26 Section 56B amended (Withdrawal from tenancy following family violence) 35**
- Replace section 56B(1)(a) with:
- (a) the notice is accompanied by qualifying evidence that either or both of the following apply:
- (i) the tenant has been a victim of family violence while a tenant of the premises:

- (ii) the tenant's dependant has been a victim of family violence while residing at the premises with the tenant; and
- 27 Section 60A amended (Fixed-term tenancy becomes periodic unless contrary notice given)**
- (1) Replace section 60A(2)(c) with: 5
- (c) within the effective period, either party gives to the other party written notice of their intention not to continue with the tenancy; or
- (2) Replace section 60A(2)(d) with:
- (d) before the expiry, a party gives notice as specified in any of section 50(1)(a) to (ac) that terminates the tenancy on or before the expiry. 10
- (3) After section 60A(2), insert:
- (2A) The **effective period** is the period that starts on the 90th day before the date on which the tenancy expires and ends on the 21st day before that date.
- (4) Repeal section 60A(3) and (4).
- 28 Section 60B amended (Tenant must exercise right to renew or extend tenancy not later than 28 days before expiry)** 15
- (1) In the heading to section 60B, replace “28 days” with “21 days”.
- (2) In section 60B(2), replace “28th day” with “21st day”.
- 29 Section 61 amended (Abandonment of premises)**
- In section 61(3)(a)(i), replace “28 days” with “21 days”. 20

Part 3

Tenancy Tribunal and administrative matters

- 30 Section 66A amended (Application of Part)**
- In section 66A(2)(c), after “42,”, insert “**42C to 42F 42G**,”.
- 30A Section 66K amended (Obligations of tenant)** 25
- In section 66K(2)(a), after “premises”, insert “, or damage the premises as a result of keeping a pet”.
- 31 Section 77 amended (Jurisdiction of Tribunal)**
- (1) After section 77(2)(k), insert:
- (kaa) to order the payment of all or part of— 30
- (i) a general bond, if money found to be owing by a tenant to a landlord for destruction of, or damage to, the premises caused by a pet kept at the premises exceeds the amount of the pet bond:

- (ii) a pet bond, if money found to be owing by a tenant to a landlord (whether for damage unrelated to a pet, rent in arrear, or otherwise owing in accordance with the tenancy agreement) exceeds the amount of the general bond:
- (2) After section 77(7), insert: 5
- (7AA) If the chief executive files an application under section 86(1A) that relates to 2 or more tenancies or proceedings are consolidated under section 124B(4), subsection (5) does not prevent the Tribunal from requiring a party to pay any sum, or to do any work to a value, or otherwise to incur any expenditure, in excess of \$100,000 so long as the amount required in respect of each tenancy does not exceed \$100,000. 10
- (3) Replace section 77(7B) with:
- (7B) The Tribunal does not have jurisdiction to determine a dispute so far as it raises a question as to whether, in respect of a tenant who gives notice accompanied by qualifying evidence under section 56B,— 15
- (a) the tenant has been a victim of family violence while a tenant of the premises; or
- (b) the tenant’s dependant has been a victim of family violence while residing at the premises with the tenant.
- 32 Section 91 amended (Notice of hearing by Tribunal) 20**
In section 91(3), after “section 91AA”, insert “and **91AB**”.
- 33 New section 91AB inserted (Decision on papers)**
After section 91AA, insert:
- 91AB Decision on papers**
- (1) Despite anything to the contrary elsewhere in this Act, the Tribunal may decide a proceeding on the papers if the Tribunal considers it appropriate, except in the circumstances set out in **subsection (2)**. 25
- (2) The Tribunal must not decide a proceeding on the papers if the proceeding involves— 30
- (a) the termination of a tenancy; or
- (b) a landlord’s entry to the premises under section 48 or entry to a boarding room under section 66R.
- (3) Before deciding ~~whether it is appropriate to decide~~ a proceeding on the papers, the Tribunal must ~~give the parties a reasonable opportunity to comment~~ have regard to any views that may be provided by the parties on whether the proceeding should be dealt with ~~in that manner~~ on the papers. 35
- (4) This section does not apply if section 91AA applies.

34 Section 91A amended (Service on tenants following application)

After section 91A(2)(d), insert:

- (e) if the landlord files the application no later than 2 years after the termination of the tenancy to which it relates, by transmission to an email address given by the tenant as an address for service; or 5
- (f) if the landlord files the application more than 2 years after the termination of the tenancy to which it relates, by transmission to an email address that the tenant has used to communicate with the landlord, or otherwise supplied to the landlord in writing, within the 2 years before the application. 10

34A Section 109 amended (Unlawful acts)

In section 109(3A), replace “section 54(3)” with “**section 54(6)**”.

34B Section 109B amended (Tribunal may make pecuniary penalty orders)

In section 109B(1)(b)(iii), replace “section 54(3)” with “**section 54(6)**”.

34C Section 134A amended (Method of payment)

In section 134A, replace “shall be paid by such method as may be prescribed by regulations made under section 140” with “must be paid using a payment method approved by the chief executive”. 15

35 Section 136 amended (Service of documents)

- (1) In section 136(1)(d), replace “email address or facsimile number” with “electronic address”. 20
- (2) Replace section 136(8) with:
- (8) ~~Where~~ If any document is transmitted to an electronic address in accordance with this section after 5 pm on any day, it is to be treated, in the absence of evidence to the contrary, as having been given or served on the next working day after the date on which it was transmitted. 25
- (3) Repeal section 136(9).
- (4) Replace section 136(10) with:
- (10) In proving service of a document transmitted to an electronic address, it is sufficient to prove that the document was properly transmitted to that address. 30

36 Schedule 1AA amended

In Schedule 1AA,—

- (a) insert the Part set out in **Schedule 1** of this Act as the last Part; and
- (b) make all necessary consequential amendments.

37 Schedule 1A amended

(1) In Schedule 1A, item relating to section 18(4)(a), replace “bond” with “general bond”.

(2) In Schedule 1A, after the item relating to section 18(4)(a), insert:

18AA(5)	Landlord requiring pet bond greater than amount permitted or from tenant who is not keeping, or does not intend to keep, a pet	1,500
----------------	--	-------

(3) In Schedule 1A, after the item relating to section 42B(6), insert:

5

42C(2)	<u>Tenant keeping pet without provision in tenancy agreement or landlord’s consent to keep pet</u>	<u>750</u>
42D(3)	Landlord including prohibition on tenant keeping pet in tenancy agreement without providing reasonable grounds in agreement for prohibition	1,500
42E(5)	Landlord failing, without reasonable excuse, to provide written notice in response to tenant’s request for consent to keep pet within 21 days of receiving request	1,500
42E(6)	Landlord refusing consent without reasonable grounds	1,500

(4) In Schedule 1A, item relating to section 54(3), replace “54(3)” with “54(6)”.

38 Schedule 1B amended

(1) In Schedule 1B, clause 4, item relating to section 18(4)(b), replace “bond” with “general bond”.

(2) In Schedule 1B, clause 4, after the item relating to section 18(4)(b), insert:

10

18AA(6)	Requiring pet bond greater than amount permitted or from tenant who is not keeping, or does not intend to keep, a pet	3,000	1,500	1,000	500
----------------	---	-------	-------	-------	-----

39 Regulations amended

Amend the Residential Tenancies (Termination for Physical Assault by Tenant and Withdrawal Following Family Violence) Regulations 2022 as set out in **Schedule 2**.

Schedule 1
New Part 8 inserted into Schedule 1AA

s 36

Part 8		
Provisions relating to Residential Tenancies Amendment Act 2024		5
41	Interpretation	
	In this Part,—	
	2024 Act means the Residential Tenancies Amendment Act 2024	
	amendment means an amendment to this Act made by a provision of the 2024 Act	10
	commencement date , in relation to an amendment, means the date on which the provision of the 2024 Act that makes the amendment comes into force.	
42	Existing tenancies, etc	
(1)	An amendment applies to a tenancy whether the tenancy commences before, on, or after the commencement date.	15
(2)	This clause is subject to clauses 43 to 54 .	
43	New unlawful acts and pecuniary penalties	
	An amendment that creates a new unlawful act or confers a power to impose pecuniary penalties does not apply to acts or omissions before the commencement date.	20
44	Proceedings that have commenced	
(1)	An amendment does not apply to proceedings commenced before the Tribunal before the commencement date, except as provided in subclause (2) .	
(2)	An amendment made by any of sections 32 and 33 of the 2024 Act applies to proceedings commenced before the Tribunal before the commencement date.	25
45	Existing bonds	
(1)	A bond that was paid in accordance with section 18 before the commencement date of the amendment made by section 7 of the 2024 Act is to be treated as a general bond under the <u>this</u> Act (as amended by the 2024 Act).	
(2)	The amendment made by section 15 of the 2024 Act does not apply to a bond that was paid in accordance with section 18 before the commencement date of the amendment made by section 7 of the 2024 Act .	30

46	Existing pets	
(1)	This clause applies to a tenancy that commenced before the date on which sections 18AA and 42C (as inserted by sections 8 and 16 of the 2024 Act) came into force if, immediately before that date,—	
(a)	the tenant kept a pet on the premises; and	5
(b)	1 or more of the following applies <u>apply</u> :	
(i)	the tenancy agreement provided that the tenant may keep the pet on the premises:	
(ii)	the landlord had given express consent for the tenant to keep the pet on the premises:	10
(iii)	the tenancy agreement did not prohibit the tenant from keeping the pet on the premises.	
(2)	If this clause applies, sections 18AA and 42C do not apply to the tenancy in respect of that pet.	
(3)	<u>For the purposes of subclause (1), to avoid doubt, a renewed tenancy is a continuation of the original tenancy.</u>	15
47	Provisions in tenancy agreements relating to pets	
	Section 42D(1) and (2) (as inserted by section 16 of the 2024 Act) applies to a tenancy only if the tenancy agreement is made on or after the commencement date.	20
48	Liability for pet damage	
	The amendment made by section 20 of the 2024 Act applies to any destruction or damage that the landlord becomes aware of on or after the commencement date, unless the tenant proves that the damage or destruction occurred before the commencement date.	25
49	Notices to terminate periodic tenancies	
	An amendment made by any of sections 21 to 23 of the 2024 Act does not apply to the termination of a periodic tenancy by notice if the notice is given before the commencement date.	
50	Retaliatory notices	30
(1)	The amendments made by section 24 of the 2024 Act apply to a notice terminating a tenancy whether the notice is given before, on, or after the commencement date.	
(2)	<u>This clause is subject to clause 43.</u>	
51	Withdrawal following family violence	35
	The amendments made by section 26 of the 2024 Act apply whether the family violence occurred before, on, or after the commencement date.	

- 52 Continuation of existing fixed-term tenancies as periodic and notice to renew**
- (1) An amendment made by any of **sections 21 to 23, 27, and 28** of the **2024** Act does not apply to a fixed-term tenancy if, on the commencement date, the tenancy is due to expire within 90 days or less. 5
- (2) Instead, an amendment made by any of **sections 21 to 23, 27, and 28** of the **2024** Act applies to a fixed-term tenancy referred to in **subclause (1)** once—
- (a) the tenancy continues as a periodic tenancy under section 60A(1) of ~~the~~ this Act; or 10
- (b) the tenancy is renewed or extended as a fixed-term tenancy.
- 53 Abandonment of premises**
- The amendment made by **section 29** of the **2024** Act does not apply to the abandonment of premises if the date determined by the Tribunal under section 61(2) of this Act in relation to the abandonment is before the commencement date. 15
- 54 Service on tenants following application**
- The amendment made by **section 34** of the **2024** Act applies to an application whether or not the application was made before, on, or after the commencement date. 20

Schedule 2
Amendments to Residential Tenancies (Termination for Physical Assault by Tenant and Withdrawal Following Family Violence) Regulations 2022

s 39 5

Regulation 9

In regulation 9, after “section 56B(8) of the Act are”, insert “, if notice is given relying on **section 56B(1)(a)(i)** of the Act,”.

In regulation 9, insert as subclause (2):

- (2) The types of qualifying evidence for the purposes of paragraph (b) of the definition of that term in section 56B(8) of the Act are, if notice is given relying on **section 56B(1)(a)(ii)** of the Act, all or any of the following: 10
- (a) a written statement from a person referred to in any of paragraphs (b) to (u) of regulation 8 stating that they have reasonable grounds to believe that the tenant’s dependant has been a victim of family violence while residing at the premises with the tenant: 15
- (b) the first page of a protection order within the meaning of section 8 of the Family Violence Act 2018 if the tenant’s dependant is the protected person and ~~either~~ —
- (i) the protection order was issued while they were residing at the premises with the tenant and is still in force; or 20
- (ii) the protection order was issued before they were residing at the premises with the tenant but is accompanied by a written statement from the tenant that their dependant has been a victim of family violence while residing at the premises with the tenant: 25
- (c) a Police safety order issued under Part 3 of the Family Violence Act 2018 if the tenant’s dependant is the person at risk (within the meaning of section 27 of that Act) and the Police safety order was issued while they were residing at the premises with the tenant:
- (d) a charging document under section 14 of the Criminal Procedure Act 2011 relating to family violence against the tenant’s dependant that occurred while the dependant was residing at the premises with the tenant. 30

Residential Tenancies Amendment Bill

Legislative history

16 May 2024
21 May 2024

Introduction (Bill 45–1)
First reading and referral to Social Services and Community
Committee