

	Qld	NSW	VIC	Tas	WA	NT	ACT	SA	Commercial Code
Last update	29/4/20	30/4/20	1/5/20	28/4/20	28/4/20	27/4/20	24/4/20	3/5/20	
Regulation status	COVID-19 Emergency Response Act 2020 (Qld) (Qld COVID-19 Emergency Response Act), Parts 8 and 9 23 April	Residential Tenancies Regulation 2019 (NSW) , Part 6A. Commenced 15 April	https://content.legislation.vic.gov.au/sites/default/files/2020-04/20-11aa001%20authorised.pdf Commenced 28 April	Laws have been passed. No tenant can be evicted for any reason other than violence or willful damage prior to 30 June 2020.	Legislation now passed http://bitly.ws/8sPg	Legislation now passed, http://bitly.ws/8sPh Still waiting on modification notice to be published. This gives the nuts and bolts of our response.	Enacted 21/4 Effective 22 April http://bitly.ws/8sPe	SA Emergency Response Bill 2020: commenced 9 April http://bitly.ws/8sPd	http://bitly.ws/8sPc 14 principles implemented by each S/T See below for S/T links
Govt info link	RTA responds	https://www.fairtrading.nsw.gov.au	Coronavirus (COVID-19) and your rights	Residential tenancy - Changes to residential tenancies in Tasmania during COVID-19	Residential tenancies - COVID-19 response	Rental changes due to COVID-19 Very much initial information at this stage	https://www.covid19.act.gov.au	Government of South Australia, Consumer and Business Services: Rental advice due to COVID-19.	Coronavirus-information-and-support-for-business/Relief-for-commercial-tenancies
Public info available	https://tenantsqld.org.au/coronavirus-covid-19-information-2/	https://www.tenants.org.au/blog/renting-and-covid-19-information	https://www.tenantsvic.org.au/advice/coronavirus-covid-19/#rent	http://tutas.org.au/faq-covid-19-emergency-bill/	We are in process of getting pro bono assistance to draft fact sheets	We haven't had time to draft yet and seeking further clarity.	http://bitly.ws/8sP8		n/a
Definition of Covid affected	A tenant or resident suffers excessive hardship because of the COVID-19 emergency if, the person (or someone in their care) suffers from COVID-19, the person is subject to a quarantine direction, the person's place of employment is closed or restricted, the person is self-isolating, a travel restriction prevents the person working or returning home or the COVID-19 emergency prevents the person leaving or returning to Australia; and - the person suffers at least a 25% loss of income or the rent payable under their agreement or - is 30% or more of their income, with additional provisions where there is more than 1 tenant or resident	A household is impacted by COVID-19 if any rent-paying member of the household has lost or reduced their employment or income due to the COVID-19 pandemic (including if they are ill, or another household member or family member is ill, with COVID-19), and as a result the household's weekly income has reduced by at least 25%.	A person is unable to comply with, or it is not reasonably practicable for them to comply with, a term, provision or obligation due to a COVID-19 reason if: • a person is ill (whether or not the illness is COVID-19); • the person is complying with a public authority power or direction or public recommendation from the State or Chief Health Officer related to the COVID-19 pandemic. • doing so will cause severe hardship; or • any exceptional circumstances arise relating to the COVID-19 pandemic			A person is suffering COVID-19 hardship if a government COVID-19 direction causes: • the rent payable under a tenancy agreement to exceed 30% of household income; • the person's health or safety to be at risk; or • any of the above hardship being made worse.	if any rent-paying member of the household has lost or reduced their employment or income due to the COVID-19 pandemic (including if they are ill, or another household member or family member is ill, with COVID-19), and as a result the household's weekly income has reduced by at least 25%	n/a	applies to all tenancies that are suffering financial stress or hardship as a result of the COVID-19 pandemic as defined by their eligibility for the JobKeeper programme, with an annual turnover of up to \$50 million
Evictions moratorium	Y	Y	Y	Y	Y	N, only extension on notice periods	Y	Y	Y
Length of moratorium (incl dates)	29 March to 29 September, or last day of the emergency	6 months from 25 March, ie 25 Sept.	Cannot be evicted between 29 March and 26 Sept for arrears caused by Covid-19 impact	Until June 30 - may be extended.	Emergency period as defined in Act is 30 March until 28 Sept 2020	120 days for rental arrears evictions, LL & Tenant can apply for Hardship, no time periods.	3 months from 22 April,(22 July) can be extended for a period of no more than 3 months	30 March - 10 Oct	6 months
Tenure coverage	General tenancies and rooming	Tenancies and in some cases boarding houses	Tenancies, rooming houses and caravan parks	Residential Tenancies and Boarding Premises	Residential tenancies, residential parks (long-stay) tenants, and 'accommodation agreements'(boarders and lodgers)	Only tenancies under current law, so no Boarders/Lodgers, Caravan Parks. No other occupancies (exception Flinders House for international students)	Tenancies and very limited protections for occupancies (other rentals)	Tenancies and also apply to residential park tenancy agreements, residential park site agreements or residential park agreements under the RPA. Separate provisions for supported residential facilities	Retail, office, industrial.

<p>Type of evictions prevented during moratorium</p>	<p>Dispute resolution process applies where a tenant's non-payment of rent is due to COVID-19 related hardship</p> <p>End of f/t or periodic – restricted to specific issues (TBC - L or family want to move in, sale, repairs and renovation)</p> <p>A landlord is not prevented from ending a residential tenancy agreement:</p> <ul style="list-style-type: none"> for reasons other than failure to pay rent; for failure to pay rent if it was not related to the tenant suffering COVID-19 hardship; or due to a notice to leave, or applying to the tribunal for a termination order, before 29 March 2020 	<p>60 day moratorium on all evictions for COVID affected (lost 25% of income) rent arrears from 15/4/20, ie to June 14,</p> <p>After 60 days restrictions remain for 6 months. Then landlord can only evict if demonstrates attempted negotiation, attempted mediation after negotiations failed & eviction fair and reasonable.</p> <p>LL must give at least 90 days' notice for terminating a F/T at the end of the term, a periodic tenancy, for breach (other than non-payment of rent or charges) or a tenancy of 20 years or more</p> <p>Residents of boarding houses must have 90 days' notice before eviction</p>	<p>Tenants Vic advising tenants to speak to their landlords, try to reach an agreement. Providing sample letters.</p> <p>A landlord or mortgagee for rented premises must not give a tenant a notice to vacate premises in certain circumstances, including for the tenant's damage to the premises, dangerous act or omission, non-payment of rent for at least 14 days or failure to pay the bond.</p> <p>A landlord or mortgagee may apply to the Tribunal for an order to terminate a tenancy agreement or a possession order. The Tribunal may make a termination or possession order if certain circumstances exist to warrant the termination or repossession.</p>	<p>No tenant can be evicted for any reason other than violence or willful damage prior to 30 June 2020.</p> <p>Advising tenants to remedy any breaches that have triggered a notice to vacate for a breach relating to damage, nuisance etc.</p>	<p>Evictions permitted only in certain circumstances:</p> <p>Where tenant is causing serious injury to person or damage to property</p> <p>Where tenant is not paying rent and it is not due to financial hardship caused by economic effects of COVID pandemic</p> <p>Where agreement is frustrated or where landlord facing undue hardship</p> <p>Where agreement is periodic and landlord has entered into contract of sale for premises</p>	<p>None, only extended time periods, including fixed term (14 days now 60) and periodic (42 days now 60)</p>	<p>Where there is an impacted household LL must not</p> <ul style="list-style-type: none"> Issue termination notice because of rent arrears, or Apply for TPO for rent arrears <ul style="list-style-type: none"> Applies regardless of when arrears happened and even if notice was given before reg. Notices served are void <p>If an application was made for TPO ACAT must not make the order until after the moratorium, if TPO was made ACAT may suspend it.</p>	<p>LL unable to evict tenants experiencing financial hardship due to COVID.</p> <p>No legislative clarity re how you demonstrate hardship.</p>	<p>Landlords must not terminate leases due to non-payment of rent during the COVID-19 pandemic period (or reasonable subsequent recovery period)</p>
<p>Ending agreements early</p>	<p>For hardship (which is not yet defined) NOITL and 1 week's compensation; not clear if compulsory conciliation required prior if in dispute.</p>	<p>No protections for people already facing eviction for reasons other than rent arrear, or for people already in bad financial situation.</p> <p>No measures in place to support renters affected by COVID to be able to break lease without penalty or reduced penalty</p>	<p>A tenant must not give a landlord a notice of intention to vacate premises in certain circumstances, unless certain criteria is satisfied.</p> <p>A tenant is not liable to pay compensation or lease break fees or charges if a tenancy agreement ends early in certain circumstances.</p>	<p>Tenants can apply to the Residential Tenancy Commissioner to terminate a tenancy due to severe COVID-19 related hardship. Need evidence – e.g proof of job/income loss, proof don't qualify govt. benefits.</p> <p>Commissioner could still order a tenant to pay some compensation.</p> <p>There is a COVID application to terminate lease due to hardship.</p>	<p>Tenant can give not less than 21 days' notice to terminate PTA or FTA before end date of FTA if experiencing financial hardship as result of economic effects of covid-19 pandemic</p> <p>Tenant can apply to terminate for undue hardship for other reasons</p>	<p>Tenants and Landlords can apply for Hardship – some strict rules and confusing provisions.</p>			
<p>Rent – waived, deferred or reduced?</p>	<p>If proof of COVID income reduction, negotiated rent reduction, compulsory conciliation if no agreement. 25% of income will be used as a benchmark</p>	<p>Tenants and landlords advised to negotiate</p> <p>No mandatory code of conduct as with commercial tenancies which sets out principle of proportionality – rent reduced in line with income loss.</p>	<p>“Fast tracked’ dispute resolution service for tenants and landlords ‘who struggle to strike a deal’</p> <p>A tenant can apply to the Tribunal for an order to reduce rent, or for a payment plan to pay rent, under a tenancy agreement</p>	<p>TU Tas encouraging tenants to negotiate with LL re rent reduction.</p> <p>Cautioning tenants that the moratorium on evictions is not a rent holiday.</p> <p>Tenants' Union urging Premier to broaden Mandatory Code for Commercial Tenancies to Residential Tenancies. If broadened, would result in tenants only having to pay rent proportionate to their loss of income.</p>	<p>Tenants and Landlords to enter 'rent repayment arrangement' to agree how rent will be paid or repaid after expiry of emergency period</p> <p>If no agreement, mandatory conciliation process through Consumer protection before parties can apply to court</p> <p>No basis for rent to be reduced or waived without agreement (except under normal circumstances)</p>	<p>Renters required to provide proof of hardship, Tribunal has jurisdiction to decide if cannot be negotiated and this appears (not firm yet) as though it will be through a hardship application. No real guide except rent should not be more than 30% of income broadly.</p> <p>Commissioner of Tenancies (at Consumer Affairs) can issue a 'Certificate of Hardship' if evidence unable to be supplied, evidence broadly letter from employer or confirmation of approval for Cth Jobseeker.</p>	<p>No regulation aside from 3.LL and T can agree in writing on a temporary rent reduction. Parties can agree to extend the period if T continues to suffer financial hardship.</p> <p>It may be for a period beyond the operation of the reg; The reversion to the original rent is not an increase; the amount the reduced by is not arrears or a debt</p> <p>For occupants(not tenants) - where there is a reduced occupancy fee and the period ends this is not an increase and the amount the fee is reduced by under the agreement is not arrears or a debt</p> <p>25% rent reduction = rebates on rates & land tax.</p>	<p>No reference to reduction of rent</p>	<ul style="list-style-type: none"> Landlords must offer tenants proportionate reductions in rent payable in the form of waivers and deferrals (as outlined under “definitions,” below) of up to 100% of the amount ordinarily payable, on a case-by-case basis, based on the reduction in the tenant's trade during the COVID-19 pandemic period and a subsequent reasonable recovery period. Rental waivers must constitute no less than 50% of the total reduction in rent payable under principle #3 above over the COVID-19 pandemic period and should constitute a greater proportion of the total reduction in rent payable in cases where failure to do so would compromise the

									tenant's capacity to fulfil their ongoing obligations under the lease agreement. Regard must also be had to the Landlord's financial ability to provide such additional waivers. Tenants may waive the requirement for a 50% minimum waiver by agreement. <ul style="list-style-type: none"> • Payment of rental deferrals by the tenant must be amortised over the balance of the lease term and for a period of no less than 24 months, whichever is the greater, unless otherwise agreed by the parties.
Rent increases		No.	No, the landlord is not allowed to increase the rent for six months from 29 March 2020.	No.	No rent increases during emergency period	Not mentioned	LL may not increase the rent for an impacted household for the moratorium period	the landlord must not increase the rent payable under a residential tenancy agreement Reference to payments of rent also include payments of amounts relating to water supply and usage.	Landlords agree to a freeze on rent increases (except for retail leases based on turnover rent) for the duration of the COVID-19 pandemic and a reasonable subsequent recovery period, notwithstanding any arrangements between the landlord and the tenant.
Entries/ Access	T can refuse entries for non-essential activities like inspections.	NSW govt banned open house inspections. Strict limits to other inspections must be COVID safe		During the emergency restrictions no general inspections. Entry only for urgent repairs, concern a tenant is ill or injured, a risk to tenant or damage.	No restrictions – government has just announced that re-allowing home opens	Only access for emergency repairs and 2 visits a week for prospective tenants and purchasers. Other provisions of the RTA still in place.	LL may only physically access with T's consent, for urgent repairs or if they have order from ACAT. Inspections only by audio visual means, no physical access. Non-urgent repairs – within reasonable period with consent of tenant.	Except in exceptional circumstances, inspection of premises may only occur by virtual means.	
RTDs	Protection but exact circumstances not yet defined	Restrictions on database listings for COVID-19 affected tenants	Prohibition on listing personal information about a person in a residential tenancy database due to a person's non-payment of rent due to a COVID-19 reason	No practical use of Rental Tenancy Databases in Tasmania	No mention	No listing if COVID or general hardship related.	No listing in relation to rent arrears breach during the moratorium period and if at the time the T was in impacted household.		
\$\$s - govt promised relief for landlords	Tax relief package if they satisfy criteria - https://www.qld.gov.au/employment/land/tax/covid-19	No detail re land tax relief for landlords. Requirement for landlord to enter into negotiations with tenant does not hang on whether or not eligible for land tax relief. Any offer of rent reduction limited to what the landlord receives in relief can't be regarded as fair & reasonable.	Land tax relief for landlords involved in mediation process (\$420 million). If landlord provides tenant with 25% rent relief they will be eligible for 25% reduction on their land tax (while any remaining land tax deferred until Mar 2021) A new Coronavirus Relief Deputy Commissioner established at State revenue Office to manage initiative.	None yet	Up to \$2000 for four weeks of rent announced Tenant must apply but landlord gets it paid directly to them Parties must be in a rent repayment arrangement Eligibility criteria for tenants to apply	Nil	25% rent reduction = rebates on rates & land tax		
\$\$s - govt promised relief for tenants			\$80million rental assistance for tenants who meet criteria. Grant up to \$2,000 https://www.housing.vic.gov.au/help-renting/rentrelief	None yet		Nil	Nil		

Social housing				No evictions for all tenants including social housing tenants	Covered by moratorium. Unclear whether housing will continue to evict using 3 strikes.	Still waiting on Public Housing to announce their COVID policy, otherwise no change to social housing (except some are Indigenous specific so restriction to access)	\$250 payment to all social housing households by June. In addition to \$750 to social security, veteran and other income support recipients and concession card holders		
Other elements	Generally, for residential tenancy agreements ending by 29 September 2020, if a tenant is suffering COVID-19 hardship, the landlord must offer to extend the term to 30 September 2020 or an earlier date requested by the tenant		<p>A tenant or landlord is taken to not be in breach of a tenancy agreement if the purported breach is due to a COVID-19 reason.</p> <p>The Tribunal can make an order to reduce the term of a fixed term tenancy agreement and any consequential variations, if the applicant would suffer severe hardship if the term were not reduced.</p> <p>A tenancy agreement does not terminate unless the Tribunal makes a termination order, or it is terminated under certain limited scenarios.</p> <p>Establishment of a residential tenancies dispute resolution scheme</p>					<p>General protection for tenants who breach their residential tenancy agreement when complying with a COVID-19 related law</p> <p>A provision for the South Australian Civil and Administrative Tribunal to consider COVID-19 pandemic-related factors in cases of undue hardship to tenants or landlords and to make appropriate orders.</p> <p>A landlord is not entitled to compensation for non-payment of rent where the tenant is suffering financial hardship due to the COVID-19 pandemic.</p> <p>The Tribunal may make (a) an order modifying or suspending any prescribed order of the Tribunal made during the prescribed period in relation to a residential tenancy period; (b) an order confirming, varying or quashing any prescribed action done, or purportedly done, by a landlord under the Residential Tenancies Act 1995 in respect of a residential tenancy agreement during the prescribed period; (c) any other order the Tribunal thinks appropriate to address the consequences of the retrospective commencement of this section.</p>	<ul style="list-style-type: none"> Landlords and tenants share a common interest in working together, to ensure business continuity..... Landlords and tenants will be required to discuss relevant issues, to negotiate appropriate temporary leasing arrangements, and to work towards achieving mutually satisfactory outcomes. Landlords and tenants will negotiate in good faith. Landlords and tenants will act in an open, honest and transparent manner, and will each provide sufficient and accurate information within the context of negotiations to achieve outcomes consistent with this Code. Any agreed arrangements will take into account the impact of the COVID-19 pandemic on the tenant, with specific regard to its revenue, expenses, and profitability. Such arrangements will be proportionate and appropriate based on the impact of the COVID-19 pandemic plus a reasonable recovery period. The Parties will assist each other in their respective dealings with other stakeholders including governments, utility companies, and banks/other financial institutions in order to achieve outcomes consistent with the objectives of this Code. The Parties will take into account the fact that the risk of default on commercial leases is ultimately (and already) borne by the landlord. The landlord must not seek to permanently mitigate this risk in negotiating temporary arrangements envisaged under this Code.
Best bits	Rent reductions not rent deferrals	Extra funds for tenancy services				RTD, increased penalties for LL breaches (traditionally not imposed)			
Biggest issues	Exceptions to no grounds puts a big hole in the protections	<p>No protection for international students or people facing eviction for reasons other than rent arrears.</p> <p>Lodgers, people in share houses will find it tricky to access protections</p> <p>Guidelines not clear enough – moratorium measure don't address imbalance of power between tenant & landlord</p> <p>Very concerned about rent reductions primarily deferral</p>		What happens at end of COVID-19? Will tenants be required to pay all arrears within 14 days as required by Notice to Vacate?		<ol style="list-style-type: none"> Penalties for misrepresentation. Care around legal advice. No share house coverage (or boarders or lodgers), so hard if one sharer is in hardship as taken off whole household income. Poorly drafted, so weird conditions around fixed to periodic and different treatment. No flexibility for if a tenant wants to agree to things, such 			

		- putting off payment of an accrued debt l				<p>as access for normal repairs or renovations.</p> <p>5. No guidelines for negotiation and no third party negotiation until Tribunal or anything addressing power imbalance.</p> <p>6. HUGE ISSUE IN THAT TENANTS MUST NOTIFY WITHIN 14 DAYS OF KNOWLEDGE OR DATE OF MOD NOTICE OF COVID HARDSHIP – LOOKS LIKE THEY WILL LOSE THE EXTENDED TIME PERIODS IF THEY FORGET THIS. GENERALLY VERY CONFUSING!!</p>			
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