



Residential Tenancies (Miscellaneous) Amendment Act 2023

Changes to Maximum Penalties and Expiation Fees – 1 March 2024

Section	Brief Explanation ¹	Penalty to 29 February 2024	Penalty from 1 March 2024
47A – Prospective tenant to be notified of sale of premises	Existing provision for prospective tenants to be notified if the landlord has advertised (or intends to advertise) the premises for sale or of any existing sales agreement.	N/A	Maximum penalty: \$20 000. Expiation fee: \$1 200.
47B(1)&(4) — Prospective tenant— requirements relating to provision of information for landlords and tenants	A landlord (or agent) must not request the provision of prescribed information.	Maximum penalty: \$20 000. Expiation fee: \$1 200.	Maximum penalty: \$20 000. Expiation fee: \$1 200.
48(1),(3)&(4) — Information to be	Certain information (e.g., a landlords contact details)	Maximum penalty: \$1 250.	Maximum penalty: \$20 000.

¹ Summarised explanation of the relevant section in the *Residential Tenancies Act 1995*. For the precise wording of the section, please refer to the *Residential Tenancies Act 1995*.

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provided by landlords to tenants	must be provided to the tenant as detailed in this section.	Expiation fee: \$210.	Expiation fee: \$1 200.
49(3)&(5) —Residential tenancy agreements	Landlords must give tenants a written guide that explains the tenant's rights and obligations before entering into a tenancy agreement and landlords must keep copies of tenancy agreements for 2 years.	Maximum penalty: \$2 500. Expiation fee: \$210.	Maximum penalty: \$25 000. Expiation fee: \$1 200.
49(6) —Residential tenancy agreements	Landlords must ensure that tenants receive a written copy of any residential tenancy agreement entered.	Maximum penalty: \$5 000. Expiation fee: \$315.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
51 —False information from tenant	A tenant must not give a landlord false information about the tenant's identity or place of occupation.	Maximum penalty: \$1 250.	Maximum penalty: \$20 000.
52(1)&(2) —Discrimination against tenants with children	A person must not refuse to grant a tenancy to another on the ground that it is intended that a child should live on the premises.	Maximum penalty: \$2 500.	Maximum penalty: \$25 000.
53(1) —Permissible consideration for residential tenancy	A person must not require or receive from a tenant or prospective tenant a payment, other than rent or a bond (or both).	Maximum penalty: \$2 500.	Maximum penalty: \$25 000. Expiation fee: \$1 500.
54(1),(2)&(3) —Rent in advance	A person must not require the payment of more than two weeks' rent under a residential tenancy agreement before the end of the first two weeks of the tenancy.	Maximum penalty: \$2 500. Expiation fee: \$210.	Maximum penalty: \$25 000. Expiation fee: \$1 200.
56(5) —Excessive rent	If an order has been made to fix rent at an amount for a period, a landlord cannot ask for or receive rent exceeding that amount for that time.	Maximum penalty: \$2 500.	Maximum penalty: \$25 000. Expiation fee: \$1 500.
56A(1)&(2) —Manner of payment of rent	A landlord must ensure that rent can be paid in a reasonably convenient	Maximum penalty: \$5 000.	Maximum penalty: \$35 000. Expiation fee:

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	manner and, must permit 1 means of electronic payment that is free.	Expiation fee: \$315.	\$2 000.
57(1) —Landlord's duty to keep proper records of rent and other payments	A landlord under a tenancy agreement must ensure that certain information is recorded in respect of payments received under the agreement.	Maximum penalty: \$1 250. Expiation fee: \$210.	Maximum penalty: \$20 000. Expiation fee: \$1 200.
57(2) —Landlord's duty to keep proper records of rent and other payments	A person must not make a false entry in a record of a payment received under a residential tenancy agreement.	Maximum penalty: \$2 500.	Maximum penalty: \$25 000.
58(1)&(2) —Duty to provide statement or give receipt for rent	A landlord must provide a receipt for rent paid by a tenant within 7 days if asked.	Maximum penalty: \$2 500. Expiation fee: \$210.	Maximum penalty: \$25 000. Expiation fee: \$1 200.
61(1) —Bond	A person must not require more than one bond for the same residential tenancy agreement and it cannot exceed the relevant limit.	Maximum penalty: \$5 000.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
62(1) —Receipt of bond and transmission to Commissioner	A person who receives a bond must provide a receipt within 48 hours	Maximum penalty: \$2 500. Expiation fee: \$210.	Maximum penalty: \$25 000. Expiation fee: \$1 200.
62(2) —Receipt of bond and transmission to Commissioner	A person who receives a bond must pay the bond to the Commissioner in the approved manner and form.	Maximum penalty: \$5 000. Expiation fee: \$315.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
65(2) —Quiet enjoyment	A landlord cannot cause or permit interference with the reasonable peace, comfort or privacy of the tenant in the tenant's use of the premises.	Maximum penalty: \$5 000.	Maximum penalty: \$35 000.
66(2)&(3) —Security of premises	A landlord or tenant who, without reasonable excuse, contravenes terms relating to the security of a premise is guilty of an offence.	Maximum penalty: \$5 000.	Maximum penalty: \$35 000.
69 —Tenant's responsibility for	Tenants must keep the premises in a reasonable state of cleanliness and must	Maximum penalty: \$2 500.	Maximum penalty: \$25 000.

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cleanliness, damage and loss	not intentionally or negligently cause or permit damage to the premises or ancillary property.		
71A – Sale of residential premises	A landlord must give the tenant written notice of their intention to sell the premises not later than 14 days after the landlord enters into a sales agency agreement.	N/A	Maximum penalty: \$20 000. Expiation fee: \$1 200.
77(3) —Accelerated rent and liquidated damages	A residential tenancy agreement cannot provide that a tenant must pay accelerated rent, liquidated damages, or certain other fees for breaching the agreement.	Maximum penalty: \$5 000. Expiation fee: \$315.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
81(3) —Termination because possession is required by landlord for certain purposes	A person must not falsely state the ground of termination in a notice of termination.	Maximum penalty: \$2 500.	Maximum penalty: \$50 000. Expiation fee: \$2 000.
81(4) —Termination because possession is required by landlord for certain purposes	A landlord who recovers possession of premises under this section must not, without the consent of the Tribunal, grant a fresh tenancy over the premises within six months after recovering possession.	Maximum penalty: \$2 500.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
95 —Repossession of premises	A person can only enter premises for the purpose of taking possession of the premises in circumstances allowed by the Act.	Maximum penalty: \$5 000.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
97A —Offence to deal with abandoned property in unauthorised way	A landlord must not deal with abandoned property otherwise than in accordance with Division 7 of the Act.	Maximum penalty: \$2 500.	Maximum penalty: \$10 000.
99(5)&(6) —Enforcement of orders for possession	A person must not hinder or obstruct a bailiff in enforcing a possession order or fail to answer questions to the best of their knowledge.	Maximum penalty: \$2 500.	Maximum penalty: \$50 000. Expiation fee: \$2 000.

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99D(2) —Notice of usual use of database	The landlord (or agent) must, when an application is made, give the applicant written notice stating certain details about their use of databases.	Maximum penalty: \$5 000. Expiation fee: \$315.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
99E(2) —Notice of listing if database used	A landlord (or agent) must within 7 days after listing information about a person on a database, give written notice to the person, stating the information listed on the database and how that information can be removed.	Maximum penalty: \$5 000. Expiation fee: \$315.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
99F(1) —Listing can be made only for particular breaches by particular persons	A landlord (or agent) or database operator may only list personal information about a person in a database in certain circumstances outlined in the Act.	Maximum penalty: \$5 000.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
99G(1) —Further restriction on listing	A landlord (or agent) must not list personal information about a person in a residential tenancy database unless the landlord (or agent) has notified (or attempted to notify) the person and given them 14 days to respond to the accuracy of the information to be listed.	Maximum penalty: \$5 000.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
99H(2)&(3) —Ensuring quality of listing—landlord's or agent's obligation	The landlord or agent must keep a copy of the written notice for 1 year after it was given.	Maximum penalty: \$5 000.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
99I(2) —Ensuring quality of listing—database operator's obligation	If the person who listed information in a database (e.g., a landlord) asks for it to be removed or varied, the database operator must do so within 14 days.	Maximum penalty: \$5 000.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
99J(1),(2)&(3) —Providing copy of personal information listed	A landlord (or agent) who lists personal information about a person in a database must, if asked in writing by the person, give the person a	Maximum penalty: \$5 000.	Maximum penalty: \$35 000. Expiation fee: \$2 000.

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	copy of the information within 14 days after the request is made.		
99K(1) —Keeping personal information listed	A database operator must not keep personal information about a particular person in the operator's residential tenancy database for longer than 3 years.	Maximum penalty: \$5 000. Expiation fee: \$315.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
105(1) —Copies of written agreements	If a proprietor invites or requires a resident to sign a written rooming house agreement, the proprietor must ensure they keep a copy of the agreement and this is provided to the resident within 14 days	Maximum penalty: \$2 500. Expiation fee: \$210.	Maximum penalty: \$25 000. Expiation fee: \$1 200.
105C(4) —Application to Tribunal if house rules are considered unreasonable	If a proprietor does not amend an unreasonable house rule as required by order of the Tribunal, the proprietor is guilty of an offence.	Maximum penalty: \$2 500.	Maximum penalty: \$25 000. Expiation fee: \$1 200.
105D(1) —Availability of house rules	A rooming house proprietor must ensure that house rules are displayed in a prominent place at the rooming house and are provided at the request of a resident.	Maximum penalty: \$2 500. Expiation fee: \$210.	Maximum penalty: \$25 000. Expiation fee: \$1 200.
105E(1) —Permissible consideration and statutory charges	A proprietor must not require or receive a payment, other than rent or a bond (or both), as a condition to entering, renewing, or extending a rooming house agreement.	Maximum penalty: \$2 500.	Maximum penalty: \$25 000.
105E(4) —Permissible consideration and statutory charges	A proprietor must, before requiring a resident to make a payment for facilities or services, give the resident an itemised account setting out the resident's proportional use of the facilities or services.	Maximum penalty: \$1 250.	Maximum penalty: \$20 000.

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105F(1),(2)&(3) —Rent in advance	A person must not require payment of more than 1 weeks rent under a rooming house agreement before the end of the first week of the period of accommodation under the agreement.	Maximum penalty: \$2 500. Expiation fee: \$210.	Maximum penalty: \$25 000. Expiation fee: \$1 200.
105G(1)&(2) —Duty to provide statement or give receipt for payments	A rooming house resident must be issued with a receipt of any payment made within certain timeframes if reasonably requested.	Maximum penalty: \$2 500. Expiation fee: \$210.	Maximum penalty: \$25 000. Expiation fee: \$1 200.
105K —Bond	A person must not require more than 1 bond for the same rooming house agreement and this cannot exceed the equivalent of 2 weeks rent.	Maximum penalty: \$2 500.	Maximum penalty: \$25 000. Expiation fee: \$2 000.
105L(1) —Receipt of bond and transmission to Commissioner	A person who receives a bond must provide a receipt for this bond within 48 hours.	Maximum penalty: \$2 500. Expiation fee: \$210.	Maximum penalty: \$25 000. Expiation fee: \$1 200.
105L(2) —Receipt of bond and transmission to Commissioner	A person who receives a bond must pay this to the Commissioner within the specified time.	Maximum penalty: \$5 000. Expiation fee: \$315.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
105N(2) —Use and enjoyment of room and facilities	A proprietor who, without reasonable excuse, interferes with the access or quiet enjoyment of a room or facilities at the rooming house by the resident is guilty of an offence.	Maximum penalty: \$2 500.	Maximum penalty: \$25 000.
105O(2) —Security of premises and personal property	A proprietor or resident who, without reasonable excuse, contravenes a term of an agreement relating to the security of premises or personal property is guilty of an offence	Maximum penalty: \$2 500.	Maximum penalty: \$25 000.
105R(2) —General obligations of resident	A resident who intentionally causes serious damage to the rooming house is guilty of an offence.	Maximum penalty: \$2 500.	Maximum penalty: \$25 000. Expiation fee: \$1 500.

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105S(3) —Accelerated rent and liquidated damages	A rooming house agreement cannot provide that a resident must pay accelerated rent, liquidated damages, or certain other fees for breaching the agreement.	Maximum penalty: \$5 000. Expiation fee: \$315.	Maximum penalty: \$35 000. Expiation fee: \$2 000.
105T —Goods not to be taken in lieu of amounts owing to proprietor	A proprietor must not take or dispose of a resident's goods on account of any rent or other amount owing to the proprietor by the resident under the rooming house agreement.	Maximum penalty: \$5 000.	Maximum penalty: \$35 000.
105W(4) —Abandoned property	A proprietor may not deal with property left on premises by a resident after termination of a rooming house agreement otherwise than in accordance with the Act.	Maximum penalty: \$2 500.	Maximum penalty: \$25 000.
114 —Remuneration of representative	A person must not ask for or receive a fee for representing a party to a tenancy dispute in proceedings before the Tribunal unless they are a lawyer or meet other criteria in the Act.	Maximum penalty: \$15 000.	Maximum penalty: \$50 000.
115(3) —Contract to avoid Act	A person who enters into an agreement or arrangement to defeat, evade, or prevent the operation of this Act (directly or indirectly) is guilty of an offence.	Maximum penalty: \$10 000.	Maximum penalty: \$50 000.
119 —Tribunal may exempt agreement or premises from provision of Act	The Tribunal may order that a provision of the Act will not apply in relation to a particular agreement or premises. A person must not contravene a condition of such an order.	Maximum penalty: \$2 500.	Maximum penalty: \$25 000. Expiation fee: \$1 500.