

DRAFT SECOND READING SPEECH

HON MADELEINE OGILVIE MP

Residential Tenancy Amendment Bill 2024

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Honourable Speaker, I move that the Bill now be read a second time.

This Bill amends the *Residential Tenancy Act 1997* in relation to the keeping of pets and to the prevention of toppling furniture in rental properties.

As part of its first 100-day plan, the Government committed to making amendments to the Residential Tenancy Act to allow renters to have a pet, as a right.

This Bill fulfils this commitment.

Under the changes, owners may keep pets without the owner's consent, subject to notification of the owner, and any Tribunal decision arising.

The Bill provides that a tenant is to notify the owner that they are intending to keep a pet on the premises. If requested by the owner the Tasmanian Civil and Administrative Tribunal (TasCAT) will determine if there are any reasonable grounds for the exclusion of a pet.

The Tribunal may take into account that:

- Keeping the pet would cause a nuisance on the premises;
- Keeping a pet would cause a nuisance on an adjacent or adjoining premises or other nearby premises;
- Keeping the pet would cause damage, that is more than reasonable wear and tear, to the premises;
- Keeping the pet would pose an unacceptable risk to the safety of any person;
- Keeping the pet would pose an unacceptable risk to the safety or welfare of the pet or another animal on the premises; or
- Other grounds the Tribunal considers reasonable.

The Bill also provides an avenue for an owner to withdraw consent and to seek an order of TASCAT that a pet must be removed.

The Bill includes a definition of “pet” as a “domesticated animal, or an animal that is dependent on a person for the provision of food or shelter, that is not an exempt animal or an ineligible animal.”

The term “ineligible animal” is defined in the Bill and covers:

- Dangerous dogs within the meaning of the *Dog Control Act 2000*
- Dogs over 6 months of age that are not registered as required under the *Dog Control Act 2000*
- Cats over 6 months that are not microchipped as required under the *Cat Management Act 2009*

Ineligible animals are not pets under the Act and tenants cannot keep ineligible animals on the premises.

“Exempt animals” under the Bill are Guide Dogs. The Bill reiterates that guide dogs are not pets. Users and trainers of guide dogs can continue to have them at their property. This aligns with anti-discrimination obligations already in place.

The Bill does not undermine legal frameworks already in place in relation to pet or animal ownership. The provisions do not override any pre-existing legal restriction or prohibition on the tenant having the pet. These may include Council by-laws, strata title by-laws or other legal provisions.

The Residential Tenancy Act continues to provide that a tenant has an obligation to return the property to the condition it was in at the beginning of the tenancy, other than reasonable wear and tear. Therefore, any damage caused by a pet will need to be rectified by the tenant at the end of the tenancy or otherwise the owner can make a claim against the bond.

In addition, the Bill also seeks to facilitate tenants taking action to prevent furniture from toppling and harming those in the home.

The Bill will enable a tenant to fix an item of furniture to the premises, for example to a wall, to prevent that furniture from posing a risk to residents or visitors, especially small children.

Where the affixing of the furniture will not cause permanent damage, no consent from the owner is needed. If permanent damage will result, the tenant will need to seek the consent of the owner. If the owner does not respond within 14 days, the owner is deemed to have consented.

“Permanent damage” in this section of the Act is defined as;

- Damage that cannot be remedied;
- Damage that affects a premises that has historical cultural heritage significance within the meaning of the *Historic Cultural Heritage Act 1995*; and
- A type of damage prescribed for the purposes of this definition.

This specific definition of permanent damage is aimed to ensure that consent is required where the impact of the furniture anchors could not be properly rectified at the end of the tenancy.

The Bill provides an avenue of review where an owner does not consent to the safety modification. The tenant can apply to the Residential Tenancy Commissioner if consent is refused.

As is already the case, the reforms will not affect the tenant’s obligation (under section 53 of the Act) to rectify any damage caused during the tenancy and to return the premises to the condition the premises was in at the beginning of the tenancy, other than reasonable wear and tear.

In the development of this Bill, the Department of Justice undertook targeted consultation with a wide range of stakeholder bodies as well as local government. The Department received sixteen submissions, and these provided the invaluable perspective of a variety of sectors of our community. I thank those groups that provided feedback on the policy.

The Government considers that the reforms contained in the Bill balance the rights and safety of the tenants with the interests of the owner.

The amendments commence on proclamation.

I commend the Bill to the House.