



PARLIAMENT OF TASMANIA

LEGISLATIVE COUNCIL

REPORT OF DEBATES

Thursday 26 March 2020

REVISED EDITION

Thursday 26 March 2020

The President, **Mr Farrell**, took the Chair at 9 a.m., acknowledged the Traditional People and read Prayers.

**COVID-19 DISEASE EMERGENCY (MISCELLANEOUS
PROVISIONS) BILL 2020 (No. 14)**

Second Reading

Resumed from 25 March 2020 (page 74).

[9.04 a.m.]

Mrs HISCUTT (Montgomery - Leader of the Government in the Legislative Council) - Mr President, I have a number of answers to present in my summing up so I will work my way through them.

The first question was: why does the bill not contain a sunset clause? The bill very clearly sets out when and under what circumstances a notice may be issued. It is also clear when no notices can be issued. Under clause 27, the Director of Public Health must notify the Premier as soon as possible if he is of the opinion that the notice under Part 4 relating to reduction of public physical contact is no longer required. Once the Premier receives this advice, he has a maximum period of 90 days to declare an emergency cessation day. The Premier must act in accordance with advice provided by the Director of Public Health, who is an independent statutory officer. The Premier does not have any discretion to extend the emergency cessation date beyond this time.

Once the emergency cessation date is declared, no new notices can be made or issued. Any remaining notices will be taken to have been revoked 60 days after the emergency cessation day unless they are revoked earlier or otherwise expire. Even after the emergency cessation day has been declared and the notices under which the authority was given have been revoked, actions authorised by way of a notice during the emergency period still need to continue to be legally valid. That is clause 11 and is the key provision in this regard. It will be a matter for the parliament to determine if it wishes to repeal the act in the future should it consider it has served its purpose and no longer needs to remain on the statute books.

Another question was: will the bill provide for trials without juries? The simple answer is no, the bill does not allow for trial without jury or single trial judges; it only deals with changes to how the courts might choose to manage their own conduct to deal with social distancing requirements and restrictions on the movement of people - for example, certain matters may need to be done by video conference rather than face to face. Under the bill, notices in relation to the conduct of court proceedings during the emergency period may only be issued by the Attorney-General at the request of the Chief Justice of the Supreme Court or the Chief Magistrate.

There were also concerns regarding the adjustment of planning laws by way of notice. Proposed section 15 provides for the setting aside of the requirements of the Land Use Planning and Approvals Act 1993 - LUPAA - in relation to use or development that would otherwise not be allowed or would require a permit.

Mr President, this clause was something people were concerned about within planning. Under this clause, any use or development conducted for emergency purposes during a state of emergency would not require the usual authorisation under LUPAA. For example, this provision would provide the Government with the flexibility to establish mobile clinics for treatment in areas that might not ordinarily be approved for that use. Furthermore, any development completed for those purposes is also taken to be authorised under LUPAA after the revocation of a notice, meaning that remedial action is not required to remove the development after its cessation unless it is deemed necessary or desirable to do so.

The bill also allows for the modification of planning permits during the emergency period. Many aspects of the conduct of business, industries and other activities are controlled or restricted by planning permits. These can include the hours of operation of shops, manufacturing, or even some local health services. Predominantly, these conditions are placed to provide for reasonable amenity for surrounding residents. Under pandemic emergency circumstances there may be a need to allow these operations to extend or modify their hours of opening, production or delivery to and from them. For example, a planning permit might limit the delivery of goods to a supermarket to certain hours, restricting the capacity for vital restocking of shelves so that the public have access to products.

Proposed section 14 provides for any provision of a permit to be varied only for the period and in the manner specified in that notice. If this option is not available, the required extension of hours of variation of activity would be technically illegal and subject to enforcement and fines. It is important to note that the issuing of notices in respect of planning matters is subject to the same checks and balances that apply to the issuing of other notices under this bill. That is, notices to adjourn planning law may only be issued by the minister where they are satisfied that emergency circumstances apply and they must be approved by the State Controller where there is a state of emergency or the Director of Public Health.

Ms Forrest - Just on that, Mr President, the Leader might not be able to answer this right now but she may be able to get back to me. I assume notices, when they come to the Subordinate Legislation Committee particularly, will have justification as to their need. It is going to be very difficult for the committee to decide whether it fits in with the criteria of our committee's work if it is not clear in the notice what the justification for the order is.

Mrs HISCUTT - I will get advice on that, but I believe the notices will contain the reasons.

Ms Forrest - Justification for the issuing of the notice. Maybe like a fact sheet that comes with the regulations now. Most departments are very good now and they provide a fact sheet about what the regulations are about, and it comes with the regulation.

Mrs HISCUTT - I will seek some advice on that. The last question I have concerns diversion of the Tasmania Police resources.

The COVID-19 virus is the most significant emergency most of us will see in our lifetimes, and Tasmania Police is committed to supporting and protecting the community through these extraordinary times.

This includes random checks of those in quarantine to make sure they are doing the right thing and to ensure they are safe. Honourable member for McIntyre, you had an email yesterday from someone saying they had been checked by the police, and they have been.

It also includes assisting with contact tracing of people who have tested positive to COVID-19, and supporting Biosecurity Tasmania staff at airports and at the TT-Line terminals so that non-essential travellers are clear about the quarantine requirements.

To perform these duties, police currently have additional powers under both the Public Health Act 1997 and the Emergency Management Act 2006. This will see more police resources diverted from normal duties, but this is absolutely appropriate. Keeping Tasmania safe is a vitally important role and necessarily takes precedence; however, the agency will manage its resources to ensure it maintains a high-visibility presence in the community and is able to respond to issues of crime and public order, and enforce road safety measures.

This includes implementing measures to protect police personnel from the spread of the virus. The agency has implemented alterations to customer service protocols to reduce unnecessary personal contact, enhanced hygiene and decontamination protocols for shared equipment, and supplied additional personal protective equipment to police.

Tasmania Police has existing business continuity plans in place for emergencies such as this. Under these plans, our resourcing of some regular policing activities may be affected in the future. This will be communicated to Tasmanians if and when that occurs. All Tasmanians can remain confident that members of Tasmania Police are dedicated to their role in serving the community, and will do their utmost to protect them in these difficult times.

I will start with what we see will be happening with the notices, as the Member for Murchison asked. Notices will clearly outline provisions that are being adjusted under the authority of the notice, and will include confirmation of the State Controller's approval. The notice will need to clearly outline the reasons and justifications in order for the controller to give that approval. I hope that satisfies the member.

Ms Forrest - This is important. This is the only scrutiny these things are going to get. So, let us take it seriously.

The Subordinate Legislation Committee has a very important job to do, so it will need justification for the notice. You said that the State Controller will have to tick off on it. Is it the State Controller who will provide the justification? Or is it the minister making the notice who needs to provide the justification to the State Controller, who will then pass that justification on, with the approval, to the Subordinate Legislation Committee? How do we make the decision otherwise?

Mrs HISCUTT - It will be the minister who gives the justification, with approval from the Emergency Controller.

Ms Forrest - And that will include the advice that indicates the necessity?

Mrs HISCUTT - Yes.

Now to a few questions the member for Nelson asked. Her amendment, which she may move, is wrapped around the questions she asked during her contribution, so this talks about the amendment.

Mr President, the amendment foreshadowed by the member for Nelson could have a number of unintended consequences, which could impact the Government's ability to act on the measures required to protect Tasmanians as we continue to face the challenges presented by COVID-19.

In effect, the amendment would prevent a termination, and therefore eviction, for any reason during the emergency period.

The act currently allows an agreement to be terminated for breach of the agreement, on expiry, of a fixed-term agreement, and, for a range of reasons, to support the targeted and efficient provision of public and social housing.

The member's amendment could also remove these as reasons to allow for the termination.

Examples of termination that could not be allowed under the amendment would include -

- someone who wants to terminate an agreement of no fixed period, so their son or daughter, who has lost their job, could move in;
- someone who wants to sell their house with a tenant that cannot be evicted, except on expiry, if fixed-term, after emergency period, or for a breach - so potentially never;
- someone who exceeds - and has for over 12 months - the income or asset limits for public housing or social housing, in order to provide a property to a higher-priority tenant;
- to transfer someone living alone in a large four-bedroom house, or modified public or social housing, so that a tenant or tenants with those needs could be met.

It could stop that happening.

At its core, this bill is fundamentally helping Tasmania's most vulnerable, not to freeze everyone in place, until the emergency period is over.

A key problem moving forward is that we find ourselves in such a unique position that things which seem reasonable now might not in the medium term, such as the above examples. Wrapped around the issues that the member was asking about during her contribution, if the amendments are accepted, they cannot be switched off without legislative amendment, so it may also create pressures to end the emergency period earlier than would be otherwise be desirable.

This amendment also has significant implications for Housing Tasmania, which uses these provisions to manage and target public housing efficiently. Instead of the amendment, the Government will commit to issuing a notice under clause 27 to expand the termination protections for leases covered by the Residential Tenancy Act 1997. The notice would include certain terminations that for reasons of violence, wilful damage and similar to the RTA provisions are excluded.

I think I have summed up all the questions.

**COVID-19 DISEASE EMERGENCY (MISCELLANEOUS
PROVISIONS) BILL 2020 (No. 14)**

In Committee

Clauses 1 to 3 agreed to.

**Clause 4 -
Interpretation**

Mr VALENTINE - Just an assurance on the definition of Director of Public Health. I assume it imports the aspect of that office being filled by any acting person or the deputy director.

Mrs HISCUTT - Yes, that is absolutely correct.

Mr VALENTINE - In clause 4, 'emergency manager' means if there is a state of emergency within the meaning of the act the State Controller and 'in any other case', the Director of Public Health et cetera. How can it be 'in any other case' in the emergency period if this relates to the emergency period and during the emergency period the State Controller is the main person?

Mrs HISCUTT - This means we have the State Controller only while there is a state of emergency while the disease is there and when the state of emergency is called off, it reverts back to the Director of Public Health.

Mr VALENTINE - I find that slightly confusing in the sense that once we are out of the state of emergency, this proposed act will not function, will it?

Mrs HISCUTT - We are saying the disease will not go away after the state of emergency has ceased. Therefore we need to have that provision there for the Director of Public Health to take over once the emergency has ceased, because the State Controller is in charge of the emergency even though the disease is still there, and we need the Director of Public Health to then take over because there is no emergency any more, which puts the State Controller out.

Mr Valentine - I realise there is no emergency but I am seeking clarification about whether the provisions in this act, as it might be if we pass it, still apply once the emergency is over. It seems they do.

Mrs HISCUTT - Yes, it does.

Mr Valentine - To what point?

Mrs HISCUTT - To the point of the cessation of the emergency, so the emergency will stop at some stage but the disease will still need to be managed.

Madam CHAIR - Just for the member of Hobart's benefit, clause 27 talks about emergency cessation so there may be an opportunity to clarify some of those points there.

Ms RATTRAY - Just some clarification. In clause 4, 'entity' means the holder of a statutory office and a body of persons. Obviously the State Controller is a statutory officer, the Director of

Public Health is a statutory officer. I just want some clarification around 'a body of persons' for my understanding and possibly that of other members or people who may be listening in.

Mrs HISCUTT - A body of persons could be the House of Assembly, a company, a local government, or a sports association that is not incorporated.

Clause 4 agreed to.

Clause 5 -

Circumstances in which certain notices may be issued

Ms RATTRAY - Clause 5 is where the rubber hits the road with regard to the general provision in relation to notices. We have had quite a lot of conversation and dialogue about that. To follow the member for Murchison's question about the type of information the Subordinate Legislation Committee would receive or which would accompany any notice, it talked about it coming from the minister - that the minister would provide the justification and it would be ticked off or be provided with a level of approval from the State Controller. It would be interesting to make sure that the minister's office, of whichever minister, has a really good understanding of what sort of level of information the committee requires.

Sometimes we get half a page and other times - for instance, one we received on the Environmental Management and Pollution Control (Waste Management) Regulations had a very extensive list of advice and information that came with it, even down to the significant differences between the new and the old regulations. We will not have old regulations in this case, but I am suggesting that each department might like to look at best practice with regard to the information the committee looks for and appreciates. It makes their job a lot easier and it saves a lot of toing and froing with emails. The Secretary of the Subordinate Legislation Committee will probably be a very important person through this process, as will Robyn Webb from the OPC. Who do you think draws up the regulations and the notices? OPC.

I am asking the Leader, for ease, timeliness and all those things that will be so important through this time, that each department and the minister responsible for that department have a really good understanding of what is best practice in this. As the member for Murchison said when the Leader was providing an answer, some departments do it better than others. I will not name and shame them here, but some are not so flash.

Madam CHAIR - The Department of Health and Human Services is very good.

Ms RATTRAY - The Department of Health and Human Services is excellent and the Department of Justice is exceptional. There is best practice within our parliament, our agencies and ministers' offices. Will you give that undertaking, Leader, that this information is passed back to the appropriate persons? If they want advice with regard to that, I am available. The secretary, Stuart Wright, is exceptional in running the Subordinate Legislation Committee, and OPC and Robyn Webb will only be a phone call away.

Mrs HISCUTT - There are no questions -

Ms Rattray - There is: will you give an undertaking -

Mrs HISCUTT - It will be noted and Government will make an undertaking to do that.

[9.34 a.m.]

Mr VALENTINE - I made a point about clause 5(3) -

A notice under section 22 or section 23, other than a notice revoking another notice under either section, may only be issued by the Treasurer or the Minister, respectively, if he or she is of the opinion that the economic effects of the relevant emergency circumstances are such that it is necessary or desirable to issue the notice.

I understand clause 27 and that the end of the emergency is dealt with by that. Once that date is reached or the notice is given that the emergency is finished, this proposed act will no longer in force because it rests on the date of cessation, but those economic impacts can still exist. My concern is that it does not give power to the Treasurer or the minister to do anything under this legislation. Does the Leader understand my point?

Mrs Hiscutt - Yes. You want to continue to deal with the economic effects.

Mr VALENTINE - Yes, you want to continue to deal with the economic effects or impacts. I cannot see how you can use this clause as the power to deal with those economic effects if the emergency period is finished, as under clause 27. How is the power there to enable the Treasurer or the minister to act -

...if he or she is of the opinion that the economic effects of the relevant emergency circumstances are such that it is necessary or desirable to issue the notice.

They do not have the power to issue the notice if the act is no longer in play, because of clause 27.

Mrs HISCUTT - My advisers would like a little time to work out the answer for you. We will take that on notice and present it to you before we finish the bill.

Madam CHAIR - If we could have the information on clause 27, Emergency cessation day. Is that the most appropriate point?

Mr Valentine - We can do that. That is fine. I do not mind where it comes, except that we will not be in a position to put any amendments if it needs it.

Mrs HISCUTT - Yes, that is possible and we will deliver on clause 27. Thank you.

Clause 5 agreed to.

Clause 6 -

Emergency manager to approve making of notices

Mr DEAN - Under clause 6, must any notice issued be approved by the State Controller? Must any notice issued by any minister for any purpose be approved by the State Controller?

Mrs HISCUTT - It is a simple yes, but we have been reminded that there are three statutory officers who ensure ministers do not abuse the power. There is the Director of Public Health, the State Controller and the Chief Parliamentary Counsel.

Madam CHAIR - Regarding social distancing, I ask members who are at their seats with a microphone that they speak from there. Members who do not have a microphone can have access these lecterns, so that we are not sharing them. I know people are standing behind the lectern but there are some who want to speak and can do so from their seats.

Clause 6 agreed to.

Clause 7 -
Scrutiny of notices

Ms RATTRAY - With regard to clause 7, Scrutiny of notices, I would like some clarification. Clauses 7(1) and (2) refer to the issuing of notices under this act and that it will be laid before each House of Parliament within three sitting days after the notice is issued. I expect there will not be sitting days, so then we move onto clause 7(3) -

If a Minister issues a notice under this Act, other than a notice under section 27, he or she, within 14 days, is to send to the Committee a copy of the notice.

I am interested in the 14-day delay. I have not asked the question before; I had more time to look at this clause overnight. In these times, 14 days seems a bit long. I am interested in whether that needs to be tightened up. It is 'within 14 days' and it can be sooner, but would it be better to say that it has to be sooner?

Mrs HISCUTT - I will seek some advice. It is wrapped up within social distancing. It is to give extra time because there is going to be quite a lot of paperwork.

Ms Rattray - It may be less than 14 days, it is listed as within 14 days. Will we expect that it will be the 14 days?

Mrs HISCUTT - We are expecting it will probably be the 14 days. There is going to be a lot of paperwork coming through.

Madam CHAIR - We will get a very fat envelope in the committee.

Mr GAFFNEY - Will the notice be tabled with the Clerk if parliament is not sitting?

Mrs HISCUTT - The answer is yes. Is there any more advice I need to seek?

Ms Rattray - The answer to my question, thank you.

Mrs HISCUTT - There is still some more information to come. With regard to the 14-day period for the member for McIntyre, it is up to a maximum of 14 days. If you get it in before that, that is all well and good. Having said that, there is going to be a lot coming. We are looking for the parts in legislation the member for Mersey was talking about.

Section 7(4) of the Subordinate Legislation Committee Act 1969, says -

The secretary of the Committee shall obtain from the Government Printer copies of all regulations as soon as they are notified or published in the *Gazette* and give one to each member of the Committee.

Mr DEAN - That answers my question. If we are not sitting, a notice issued could, in effect, sit around for months before we members of parliament were able to see it. In this situation it would be tabled out of session and we could get to see it much sooner.

Ms Rattray - It will be in the *Gazette*.

Clause 7 agreed to.

Clause 8 -

When notice takes effect and duration of notice

Ms RATTRAY - Clause 8(1) states that -

A notice under this Act only takes effect from the day on which notice of the making of the notice is published in the *Gazette* or, if a later day is specified in the notice, from that later day.

The *Gazette* is online but not everyone has online access in our state. Will that mean there will be media? At the moment, the Premier is in the media letting everybody know what is happening at 9.15 a.m. every morning, and it is a direct live feed on all our radio stations. Are we expecting that will still occur as well, or are we expecting that the *Gazette* will be the only way that people will find out? I am interested in what the Leader believes the Government feels will work in practice. How will this information be put to the community?

My other question relates to the end of that subclause, 'if a later day is specified in the notice, from that later day.'. Would an example of that be, 'This notice will take effect from 12 p.m. tomorrow?' It is giving an opportunity, as we have had with people having 24 hours to get back to home, that type of thing. Just to really make it clear for everyone what clause 8 - about the notice taking effect - will be.

Mrs HISCUTT - The answer to your second question is yes. In relation to your first question, communication during this state of emergency is going to be absolutely paramount. There will be as much information put out as possible to inform people what needs to be done. Communications and the Premier will be going out of their way every day to make sure everybody knows what they have to do.

Ms RATTRAY - Clause 8 then, in effect, is really the formal part of making and putting the order and the notice into the *Gazette*, but it will have all those other aspects around it. Thank you, I am comfortable with that.

Clause 8 agreed to.

Clauses 9 and 10 agreed to.

Clause 11 -

Amendment and revocation of notices.

Ms RATTRAY - With clause 11(3) -

Nothing in subsection (2)(c) is to be taken to prevent a provision of a relevant legislative instrument applying in relation to a requirement under an Act, that only arises in relation to a person, prospectively, under that provision, after under the revocation of a notice under this Act.

Can I just have some plain English on that, if possible? I know some of these parts are just what you have to have in legislation. I completely understand that, but I did not quite understand what that actually meant in regard to clause 11, which is the amendment and the revocation of notices.

Mrs HISCUTT - Clause 11(2) has the effect that what happens in the past can stay in place. If you go to clause 11(3), that means that there is no ill effect, and you can carry on as if before the emergency.

Ms Rattray - Thank you, I just wanted to have that clear in my mind.

Mr DEAN - I just refer to clause 11(2)(b). I am just trying to understand clearly where it says -

The amendment or revocation of a notice under this Act is not to be taken to -

...

- (b) render invalid or unlawful any subsequent action that is taken, under that Act or another Act, in reliance on the first-mentioned action not being, because of the operation of this Act ...

I can understand -

- (a) render invalid any action taken under a provision of an Act while the notice was in force ...

However, when the notice is no longer in force, I am having trouble understanding why any subsequent action after that occurs is still valid. I understand this is the way the bill is written - 'The amendment or revocation of a notice under this Act is not to be taken to', as said, render invalid the action taken whilst it is in place, and later withdrawn, but then -

- (b) render invalid or unlawful any subsequent action that is taken, under that Act or another Act, in reliance on the first-mentioned action not being ... invalid;

I would like some clarity on that.

Mrs HISCUTT - It means that if you have to do something under 14 days, and then it is moved to 60 days, and then it may change again and come back to 14 days, it does not mean that what you are doing is illegal.

Mr Dean - You have already confused me, but keep going.

Mrs HISCUTT - That pretty well sums it up. If something first says you have to do it within 14 days and that changes - under a notice it comes to 60 days, and then somebody else does something in 15, 16, 17 days or whatever, it does not mean what they have done is wrong.

Madam CHAIR - If it was done under the order.

Mrs HISCUTT - If it was done under the order. It is a moveable feast, but if somebody does something different outside the time limits -

Mr Dean - That the order was in place, yes.

Mrs HISCUTT - After checking through the bill, I am assured by my adviser that what I said was right. The date time line that changes makes what we have done before still okay, and it does not make anything illegal into the future.

Mr Dean - I understand that part, but it goes further than that. The answer you gave then was different to the first answer you might have given.

Mrs HISCUTT - The first answer was correct.

Mr Dean - If we look at clause 11(2)(a), it does not, 'render invalid any action taken under a provision of an Act while the notice was in force'. That is okay, but the next subclause says -

- (b) render invalid or unlawful any subsequent action that is taken, under that Act or another Act, in reliance on the first-mentioned action not being, because of the operation of this Act, invalid;

I do not think the latter answer was correct, but maybe I am wrong about that.

Mrs HISCUTT - It means that it will not render invalid an order or something that had to be done on the 14-day mark, if it then says it the 60-day mark. Then, if it goes back to any day - 15, 16 or 17, whatever day you want to pick - it means that what was done under the order is valid and not illegal. It does not matter where the time lines change; it renders whatever was done as being a legitimate activity. Without going into days, dates and numbers, it basically means that after the notice expires, the original legislative provisions apply to any future actions, not past actions.

Mr Dean - Okay.

Ms FORREST - I left the Chair because I wanted to try to rephrase this slightly. I understand the member for Windermere's concern regarding this clause. Can I put a scenario to you and see if this is how it works? Currently, something has to be done within 14 days. An emergency notice is issued and approved through the process that extends that statutory period to 60 days. During the period the notice is current, a person or person has taken action under that notice and they do whatever that notice refers to in 20 days, rather than what they should have been required to do in 14 days.

As time passes, the need to have an extension of 60 days is gone, a new notice is issued and goes through the proper process, through the Subordinate Legislation Committee and so on, and returns it back to 14 days. The actions taken by that person or group of persons on day 20 under the previous notice remain valid because the action was taken under that valid notice. The new

notice that brings it back does not invalidate the actions taken by that person on day 20 simply because a new notice has been issued, provided the notice was in place that gave them that capacity in the first instance. If I am right in that, that is how it works. That may ease the member for Windermere's concern.

Mr Dean - That has given me a better understanding of it, but it is still complex.

Ms Forrest - Could the Leader clarify that, if she would not mind, for *Hansard*?

Mrs HISCUTT - Putting it in a scenario was a really good way of doing it. I appreciate that. Yes, that is exactly what it means. It means it is all still valid.

Mr VALENTINE - With clause 11(1) -

A Minister, by notice, may amend or revoke a notice (other than a notice revoking another notice) -

The minister might change or have cause to change their mind. Something may have happened that causes them to want to withdraw a revocation notice. There was some discussion on this before, but I am not sure I caught the answer. Why would we need what is listed in brackets when the minister may want to withdraw the revocation?

Mrs Hiscutt - He may very well want to withdraw to give a new notice.

Mr VALENTINE - Why do we have the clause in brackets? In actual fact, it is not 'other than'. The minister may have reason to want to withdraw the revocation.

Mrs HISCUTT - It may be a drafting style, but I will seek advice. The answer is that you could issue the notice again, exactly like the original notice. You do not want notices to stop and start.

Clause 11 agreed to.

Clause 12 -

No notices may be issued after emergency cessation day.

Mr GAFFNEY - Once the emergency cessation date has been announced, perhaps we have the *Sapphire Princess* dock on the shore and we have another outbreak flare up eight weeks later. Therefore, we would have to go back to new legislation. This would not be invoked again but the template would be there, so it would be much quicker and easier. It would have to be a whole new act if another emergency situation was declared.

Mrs HISCUTT - I can confirm that is the case, and OPC would have a template to help them along.

Mr VALENTINE - This relates to my query about clause 5(3) earlier, clause 12 being that -

A notice under this Act, other than a notice amending or revoking another notice under this Act, may not be issued after the emergency cessation day.

It goes to the same question. If this act is not in place, for instance in clause 5(3), in which action is being taken by the Treasurer and whoever concerning the economic effects of the relevant emergency, they do not have the power to act on a notice after this is completed. It is the same issue, and I am pointing it out again.

Mrs HISCUTT - The member is correct, and I was going to bring it in with clause 27. I have advice regarding your specific point, that you cannot issue financial notices after the emergency cessation date. That addresses your original question. I was looking for information.

Mr VALENTINE - If you cannot issue a notice, is there some other power in another act that enables the Treasurer or the minister to address economic effects? Maybe they can, in their own right, in their own roles, and it is not an issue.

Mrs HISCUTT - A range of powers are already in place in dealing with financial management and the Treasurer is aware of them. This is dealing specifically with this bill. We are talking about economic hardship notices. Economic hardship will continue for many people beyond the emergency cessation day for this bill. This bill allows for the Treasurer to provide immediate relief for things like fees and charges. The Government will be considering a range of responses to economic hardship outside and beyond the scope of matters that will be dealt with under notices issued under this bill.

Mr DEAN - My question is on that same issue. I notice the issue requiring certain things to happen, such as support. If the cessation of the emergency finishes at the end of this week, that notice remains in effect two days later. Is that right? How long can the minister withdraw that notice after the cessation of this bill, before the end of it?

Mrs HISCUTT - At the 60-day mark.

Clause 12 agreed to.

Clause 13 agreed to.

Clause 14 -

Amendment of planning and other permits

Ms FORREST - This matter was raised in the briefing. I want to clarify it and link the necessary clauses together, so it is really clear, particularly because planning is such a fraught issue. People sometimes try to subvert proper planning process to do whatever they think they would like to do rather than what is appropriate.

When a planning permit has already been issued and a change may need to be made to the use or some process regarding that permit, if a minister issues a notice in relation to this or further seeks to amend the notice, whether it be an amendment or the initial notice, all have to come through the Subordinate Legislation Committee, which takes us back to clause 5, I think. I want to clarify that, and that this clause is not designed to help individuals subvert normal planning processes.

This is to assist the Government to take action when it may be necessary to alter the use of a property that is being built or has a permit to operate in a certain way. We may see veterinary practices used as health facilities because they have ventilators. People, generally, would be more

important than animals in this regard and in terms of accessing treatment. I hope it does not come to that, but this is the sort of thing we are talking about.

I am clarifying that this is the purpose of this provision. It is not to be a free-for-all for anybody out in the community to do anything they like, and that very notice, whether it be the original notice we have already discussed, an amendment or a verification, comes back through the process and the Subordinate Legislation Committee is to consider it.

Mrs HISCUTT - Yes, the member is absolutely correct; it has to be something that is related to the disease.

Clause 14 agreed to.

Clause 15 -

Protection from offence against planning law

Mr DEAN - I raised this in the briefing. The minister, by way of notice, could say, for instance, that we need a clinic at Sorell and the building and construction of that clinic is not under the control of the Land Use Planning and Approvals Act - that does not impact and neither does council's planning scheme. The planning process could be put together very quickly without the intervention of either of those parties and that clinic could be built. If it is constructed and it is outside the planning scheme of that council at the end of the emergency, could the council remove that building? What is the process in relation to that? Would it have to go back through the minister and through these processes or could the council simply make that decision?

Mrs HISCUTT - What you are saying is basically right except that in clause 15(3) the last three lines note, '...unless the Minister determines otherwise.'. The minister may determine that the building is not suitable where it is now; he may want it removed, or it may have to go back through planning of some other mechanism, but it will be up to the minister.

Mr DEAN - I understand from what you are saying that the council would need to go to the minister to say, 'This does not fit within our planning scheme, it is out of place, we had other plans for this area and we want it removed.'. They would need to go to the minister, but then the minister, in what you are telling me, will have the ultimate say about whether that could occur. Is that the way I am interpreting it? If it is, I do not see that as a good or a fair process.

I understand the minister approving the building of emergency buildings for coronavirus or any other disease that is a pandemic or whatever. I can accept that. However, there must be some position in the legislation somewhere for a council - where a building doesn't fit, where the council had other plans, extensions perhaps, or another facility or a building for that area - to make that decision, and not the minister.

Mrs HISCUTT - I was getting shakes of the heads, not nods of the heads, during that, so I will seek some advice to clarify that.

The council would go through the normal permit process to get it demolished. Under subclause (3), the minister is simply able to say, 'You'd better do that, because I'm allowed to say that development is no longer going to be valid.'.

Mr DEAN - If the council went through that process, the minister could overrule the council and say, 'No, the building is going to stay there. We may need it in the future.'

Mrs Hiscutt - No.

Mr DEAN - As long as I understand that correctly.

Mrs HISCUTT - There is a response here from the Department of Justice. It is the minister who could say it needs to go back through LUPAA rather than remaining, if it is not a temporary building, but if the use falls away - if it is no longer there for what it is meant to be there for.

Mr VALENTINE - I get what the member for Windermere is talking about, ultimately. The way I read it, it seems that the minister holds the cards as to whether that building can continue.

Why is it the minister who determines otherwise rather than the State Controller? The State Controller is the guru, yet it deals the minister in here. I wonder why that in clause - let aside unless the minister determines otherwise - why it is the minister, and why it is needed, to be quite honest.

If the minister has not dealt into it, the council can go through its normal processes without the decision from the minister under LUPAA.

This is why I think the bill is powerful. This is one of the points where the minister is overriding - or maybe not overriding; I hear what we have been told. At the end of the day, why is the clause there, and why would the State Controller not have the say?

Mrs HISCUTT - You can only presume that the reason for the change in use in the bill before us is because the emergency is over. The State Controller is no longer there because the emergency has finished, so that has to revert back to someone.

Mr Valentine - That is finished.

Mrs HISCUTT - This is what happens to these things after the emergency is finished. The State Controller is then not in control because the emergency is finished.

Mr Dean - Why doesn't he go straight to the council, for them to make that decision? Why does the minister have to be there?

Mrs HISCUTT - The clause effectively turns off all lawful existing use and development. LUPAA would otherwise make this lawful under clause 12, and you could never remove it. We need this so we can remove it because they are lawfully constructed under the notice. We need a mechanism to remove it, and this is the mechanism.

Mr Dean - While you are on your feet -

Madam DEPUTY CHAIR - No, the member for Murchison has the call. The member for Windermere has had his three calls.

Ms FORREST - On this question we are debating at the moment, I am casting my mind back to the briefing. As I understand it - and I am seeking some clarity from the Leader around this - if, under a notice issued regarding planning and approvals, we build a new dedicated health facility on

a piece of public land - because it was the only land available that is normally zoned public open space, which would be sensible in many respects, at the time - the health facility that is built has to meet all the proper building code requirements, so it is obviously a decent building.

It may be, come the end of this crisis when we get through it, that we do not need that as a health facility any more. Maybe, even though it was zoned public open space, it is an ideal location to maintain that building for public housing, for example, or some other purpose. It would be silly to require that building to be demolished if that was the case.

We are not going to see a hospital built on top of Mount Wellington, for example. That would be stupid in itself, because you would get blown away. However, in all seriousness, there may be circumstances where it may be better to keep the building rather than demolish it, and this would enable that building to be legal and remain, and perhaps have its purpose changed again from a health facility to some other thing.

I am clarifying: Is that the purpose? Is that what it is designed to be used for, and that is why the minister is involved in this process?

Mrs HISCUTT - Yes, good scenario. I will seek some further advice.

For a bit more clarity -

Ms Forrest - Is the answer still yes?

Mrs HISCUTT - The answer is still yes. As I said before, the council would go through the normal permit process to get it demolished. Under subclause (3), the minister is able to say, 'You had better do it, because I am allowed to say so. That development is no longer going to be valid.'. That is a roundabout way for the minister to say, 'That it is a good building to leave there; put it into public housing.'.

Subclause (3) keeps the emergency development valid, but it does not stop the council or the owner of the land coming back and putting in another development application, it does not stop that. This subclause is really a threat to put in an application to change it back, because if I give my approval, it will be an illegal use of land.

Ms Forrest - So, it enables change of use?

Mrs HISCUTT - Yes.

Mr VALENTINE - I hear the scenario; I can understand that scenario. I want to clarify 100 percent that if the council seeks to do something in relation to that building, because for some reason, yes, it is a valid building but then the council in its planning capacity decides that building is totally and utterly against its desired future character for the area. It could then put in an application itself - I do not know how that would be dealt with, whether the commission -

Ms Forrest - The DA would demolish -

Mr VALENTINE - Yes, but they have a conflict in the sense that it is the council putting in the application. Does the council deal with it? Is it possible for a council to put in an application for something else to happen? It might be to continue the building with a different use, like a hotel

or whatever, but as long as the council ultimately has control over what happens in that space, regardless of the fact that it is an approved development -

Mrs HISCUTT - The simple answer is yes, there is a process and the council can do that.

Mr VALENTINE - It may be approved but it may be outside a relevant zone. Therefore there are complications in relation to the commission's role because it has not gone through to what used to be a section 63A to change the zoning. It might be an approved development; presumably it is still approved even though it is outside the zone, but the zone has not changed. The difficulty is that you have a building approved under LUPAA, but it does not comply with the zoning. Does that create any complication that needs necessary action by the commission?

Mrs HISCUTT - Simply speaking, the zone can be changed by notice as well.

Clause 15 agreed to.

Clause 16 agreed to.

Clause 17 -

Authorisation to take actions electronically

Mr VALENTINE - There is a typing error in clause 17(3), 'to be published consist', which should be 'consists'. It could be a vellum change, but I do not know whether it is agreed.

Mrs HISCUTT - The OPC is noting that and we will make a decision in due course. You have drawn attention to it and OPC will do what needs to be done if it needs correction.

Clause 17 agreed to.

Clause 18 -

Authorisation for meetings not to be held in person

Ms FORREST - This is matter was discussed in the briefing as well. With regard to clause 18(2) -

The Minister may, by notice, declare that, despite any provision of a relevant legislative instrument, meetings, of a body of persons, specified in the notice, that are held for the purposes of a relevant legislative instrument that is specified in the notice, may be held in the approved manner, specified in the notice, in relation to such meetings.

This is to enable people to meet via differing means and in the room in person, such as here. I understand this is something the minister does not do proactively. The notice has to be requested. It is important for groups that have a requirement, like councils, to be aware that the notice needs to be requested. I expect there will be some promotion and understanding of that, particularly for councils that are having meetings soon, as I understand it.

Mrs Hiscutt - Tuesday next.

Ms FORREST - Yes. I am talking about local government councils. I expect in those sorts of circumstances, it would be a class of persons who would be granted the notice, so that all councils would be included in it. If you could clarify those couple of points, Leader.

Mrs HISCUTT - Yes, there will be notifications of what is happening to keep everybody up to date. I should imagine it will be done through the Local Government Association of Tasmania. It would be notified immediately and would disseminate the information.

Ms FORREST - In that regard, LGAT will be notified and will inform all the councils. Does it behove LGAT to request the notice? Who would request the notice?

Mrs HISCUTT - It will be each council.

Ms Forrest - They will be informed of that?

Mrs HISCUTT - Yes.

Clause 18 agreed to.

Clause 19 -

Public exhibition of certain documents

Ms FORREST - This is about the public exhibition of certain documents. We discussed in the briefing that public exhibition is not defined and it is probably meant to be broad for that very reason. I am seeking clarity that this is like development applications. If I want to look at a development application my neighbour might be proposing, or for a significant building in my community, I have to go to the council and view it there. I cannot take it away with me. I cannot have a copy of it, generally. This will enable all that documentation to be provided to that person electronically. Will that come with conditions that you need to destroy it and not distribute it, for example, if that is the process?

As to the other class of documents, we have documents that are held in the custody of the Clerk, to be opened for inspection by people coming in and physically viewing them. We know that no-one can do that at the moment. Could the Clerk of either House request a notice to enable, for example, provision of those documents electronically, possibly with the same conditions - that it is not distributed and that it is destroyed after viewing or whatever?

Mrs HISCUTT - I am seeing nods from my advisers. Everything you have said is true. That is the way it will work.

Clause 19 agreed to.

Clause 20 -

Proceedings of courts, Tribunals, &c., may be authorised to not be required to be held in public

Mr DEAN - I raised this matter during my second reading contribution and I do not think you answered it. If you did, I apologise; I was doing other things. The Chief Justice, for instance, is able to write to the Attorney-General, as I understand it, during the emergency period and could request a trial in private, not public, and without a jury.

If that is the case, the Chief Justice would write to the Attorney-General and the Attorney-General would then be able to, despite the provisions of relevant legislation, come back to the Chief Justice and agree to that trial proceeding without the public, in a private, enclosed court. Is that how it goes or does it go further than that, as I said, to proceed without having a jury present?

Mrs HISCUTT - I read the answer before but I will offer it again. Basically what you are asking is: will the bill provide for trials without juries? Essentially you are asking whether they will be closed shops. No, the bill does not allow trial without jury or single trial judges. It only deals with changes to how the courts might choose to manage their own conduct to deal with social distancing requirements and restrictions on the movement of people. For example, certain matters may need to be done via videoconference rather than face to face. Under the bill, notices in relation to the conduct of court proceedings during the emergency period may only be issued by the Attorney-General at the request of the Chief Justice of the Supreme Court or the Chief Magistrate.

Clause 20 agreed to.

Clause 21 agreed to.

Clause 22 -

Provisions restricting rent increases or termination of commercial tenancies

Ms WEBB - We might be able to deal with some of the matters I wanted to speak about here. As I said yesterday, while others have been picking up on other matters, I am focusing on issues for tenants and their particular vulnerability in this situation. There are many, many Tasmanians who are renting right now, who will be feeling very scared and uncertain. I have a particular interest to see how we can best alleviate those immediate fears.

In the other place yesterday, an amendment was made to clause 22, which was really positive. It included the potential for the Residential Tenancy Act to be included in a notice given by the minister that would stop leases being terminated or rent being increased during the emergency period. I held a continued concern that, while that was a good inclusion, it still relied on the discretion of the minister and may or may not be included in the class of leases that were to be specified in the notice. I asked in my speech if the Government could give us confidence that they might be included.

The Leader, in her reply this morning, went some measure toward providing that confidence by making a commitment that a notice would be issued under this, and that notice would include certain terminations covered by the Residential Tenancy Act. I thank her for that; it was pleasing to hear. I am going to push for more detail than that. What I am really focused on is getting the balance right, particularly in the very immediate sense, for tenants who are facing emergency situations over the next few months.

We need to balance those immediate fears, concerns and risks of homelessness against, as I have been given to understand through your speech, the potential medium- and longer term, unintended consequences that might come about if we were to do what I had intended under a potential amendment to stop all evictions under section 42 of the Residential Tenancy Act - RTA. We need to balance those two things, those medium- to long-term unintended consequences against the immediate risks of homelessness.

I suggest that balance would be achieved in a commitment from the Government relating to the issuing of a notice under clause 22(2) that would, in effect, be a commitment that said that a notice provided for those initial few months would cover all the conditions in section 42 of the RTA, all the conditions in that. Basically, my amendment was attempting to fix the first initial period. A notice would do that, knowing that, after that initial period of a few months, that notice could then be altered and parts of it perhaps peeled back to deal with the longer term unintended consequences that may flow from that particular level of restriction.

If that notice was given, my amendment was going to call for later - but only for that first few months, not necessarily the whole duration of this emergency period - what is still available to landlords under the Residential Tenancy Act, untouched, in section 41. That section allows for notices to vacate, so evictions to be undertaken in respect to those things you mentioned - violence, destruction of property, those extreme things - will still be there even in these initial few months under what I am suggesting. It would have been under the amendment I was suggesting, too. What I am looking for is a commitment from the Government to do what my amendment intended to do for the duration of the whole emergency, but only for that initial few months, knowing that then the notice could be adjusted in the medium- to longer term, if necessary, to adjust for some of those unintended consequences that may rise.

Yesterday I mentioned in my speech that I am looking for a commitment from the Government - given that support to tenants across this time, both in the immediate sense but even into the longer term, will be really crucial as things shift and change - to making available extra resources that may be required for those support mechanisms such as the Tenants Union, Community Legal Centres, Legal Aid and the Office of the Residential Tenancy Commissioner. If I could have those commitments from the Government, what I had been intending to bring in that amendment would be well covered, and my concerns on the balance of things would be met.

Mrs HISCUTT - I hope the member for Nelson will be happy with this answer, which I will read into *Hansard* -

The Government will commit to issuing a notice under section 22 to expand the termination processes for leases covered by the Residential Tenancy Act 1997. The notice would cover all terminations covered by section 42 of the act, with the exception of wilful damage, violence or by mutual agreement by the tenant and the landlord. The notice will be for an initial period of 90 days, which will be extended if necessary.

Should Legal Aid, Community Legal Centres and the Tenants' Union require additional resourcing due to demand during the notice period, to comply and assist with their duties in aiding tenants during the emergency period set out in the notice, the Government will provide for those additional resources during the notice period. The Government has already agreed to resourcing any other place in relation to the Residential Tenancy Commissioner.

I hope that provides the member for Nelson with some comfort that the Government is quite happy to do it.

Mr DEAN - Under the lease, rents cannot be increased during this emergency period. As I raised during the briefing, that is all very well. In asking this question I need to say I am a landlord,

so I suspect it could be said I have a conflict of interest, but I simply raise that in fairness to everybody.

In the case of Launceston, for instance, which has identified a rate increase of 3.9 per cent, there will be, unless changes are made, a rise in TasWater charges of another 6 per cent this year as well, so there is a 9.9 per cent increase across both areas in total. There are also other costs.

What relief is likely to be given to landlords in these circumstances to be able to continue to rent their properties? Do landlords have the right, during this period, to close the rental of their property for the purposes of selling it, or turning it back into perhaps a residence occupied by themselves? Do they have that right - to put it on the market and sell it during this period, or it may well be used for another purpose? What is the position in relation to those matters?

Mrs HISCUTT - Proposed section 22 gives the power to apply the power regarding rent increases to a class of leases; it does not require it be done. The bill includes the power to freeze certain charges and fees. A landlord will not have the power to terminate for the purposes of sale during the notice period committed to by the Government, which will be in place for an initial 90 days. In addition, auction houses and inspections have been put on hold, on public health advice. The Government will review the notice after 90 days, and may continue, alter or revoke it.

Mr VALENTINE - To clarify, is the page we were given yesterday a replacement for the page in the bill? This is a very simple observation in terms of clause 22(3), and it is a vellum thing again - 'it is in contravention of the notice', the last line of subclause 3. Is that agreed?

Mrs Hiscutt - Are you on page 25 of the bill paper?

Mr VALENTINE - Yes, page 25, clause 22(3), last line - 'it is in ...'

Mrs HISCUTT - Well noted.

Madam CHAIR - Good reading skills from the member.

Mr VALENTINE - Nine o'clock this morning.

Mrs HISCUTT - The OPC will fix that.

Mr DEAN - Just to take that further, and I should say - I will get this in the open - the questions I am asking do not apply to me at all.

If a landlord has had programmed in during this period - and, in fact, this period could go on for much longer than 90 days; it could go on for six months, 12 months, who knows, but we are hopeful it will not - renovations to be completed to their property and therefore the termination of the rent has occurred as a result of that, is it now the position those renovations cannot continue? If that is the case, when it comes to a time when they can be carried out, who will pick up any additional costs that might be incurred by a landlord? Is it expected again that the landlord will pick that up as well?

With a lot of people there is some notion, unfortunately, that landlords are wealthy. That is nonsense; that is rubbish. Landlords provide a property for people to rent because they cannot

afford another house to go into or whatever so they provide an opportunity for accommodation for people in those circumstances.

If extra costs are to be incurred by a landlord in relation to that property, what is the position with those extra costs? Who will pick it up? Is the landlord expected to do it?

Mrs HISCUTT - I will seek some advice to your specific questions. Just as a general overview, this situation is unprecedented. This is a disease we are all fighting. You have talk to any industry person, to anybody in the tourism industry - who is going to support them? We are all trying to do the best we can. There are going to be tragic circumstances where people will lose their wealth. They will be bankrupt and you ask the pertinent question: who is going to pay? I do not know.

Mr Dean - I thought this might have been worked out.

Mrs HISCUTT - Some people will go broke over this. Some people will lose their lives over this. Last night I was up until 11 p.m. fielding phone calls from people in the tourism industry. That is the same situation you are talking about.

I will seek a response for your specific question, but I should imagine the answer will be the same as for every other industry: there will be ramifications across the board.

Madam DEPUTY CHAIR - At least they have an asset.

Mrs HISCUTT - The notice will be for 90 days, not the duration of the emergency, unless required. We are trying to get this balance right. If the tenant has not moved out, their agreement cannot be terminated during the notice period. The notice period is for 90 days, as I said, in the first instance, and it will be reviewed at that time and can be altered.

The Government continues to consider the appropriate support for all Tasmanians. Can I tell you, member for Windermere, the Government really is concerned, overly - we are not taking it for granted.

Mr Dean - Can I say that I have the world's best tenants?

Mrs HISCUTT - It is a serious situation, yes. Just to add to that, clause 23 can be used to waive rates and things like that to help landlords.

Mr VALENTINE - Just to get it on the record, yesterday in briefings we were talking about the fact that the lease may be scheduled to terminate in the middle of this emergency anyway - not through any reason of the tenant not being able to pay, or any other reason. It may be scheduled to terminate. I am led to believe, with the advice received, that the minister can issue a notice allowing that to occur if both parties are in agreement. In other words, they do not have to wait until the end of the emergency period to terminate validly a lease that was going to terminate in the middle of this particular period.

Madam CHAIR - With mutual consent, you are talking about?

Mr VALENTINE - Yes.

Mrs HISCUTT - The answer is yes, but I think there might be some following advice. It has to be by mutual agreement. The notice will only apply to section 42, and it is called notice by owner. That is section 42. It has to be by mutual agreement.

Mr Valentine - Yes, I understand it is mutual consent. I just wanted to get it on the record that it was okay to do that.

Ms LOVELL - Just one last clarification, and apologies if you have to repeat yourself. I want to be absolutely clear on the detail around this.

Should somebody be on a fixed-term lease in a property, and their lease is due to expire on a date which falls sometime in the next month or so, once the notice has been issued - and it is the Government's intention to issue the notice - those people will not be able to be evicted on termination of lease. Am I correct?

Mrs HISCUTT - To be more precise, the notice to vacate will have no effect.

Mr GAFFNEY - I am pleased the member for Nelson raised this issue. I want to go back to the 90 days, when the emergency period is for 120 days. We received notification from the Tenants' Union about this. They said -

In our opinion, none of the reasons should be able to be relied upon. No tenant should be evicted due to end of lease. No bank should be able to evict a tenant because they intend to sell the property. We are also concerned that end of lease or another reason, listed in section 42, may be relied on, instead of rental arrears.

They give a good example of this. It is on public record, but just in a snapshot, several years ago, Gregory Parsons, an intellectually disabled man, was served with a notice to vacate from Housing Tasmania, due to end of lease. The real reason was that he had a friend staying with him. Housing Tasmania did not want the friend staying with Gregory, so they gave Gregory a notice to vacate and told him it was for end of lease. The Supreme Court and then the Full Court of the Supreme Court agreed that the real reason was not end of lease.

If Housing Tasmania, which has no profit motive, is prepared to evict tenants into homelessness for this spurious reason - 'end of lease' - why would landlords who are not receiving their rent not do the same? Landlords will not be able to rely on rental arrears. They will use other reasons. That was the reason the Tenants' Union raised this issue.

I thought the proposed amendment was a good amendment, because it helped to clarify this issue. I am pleased the Government has come back with what it has says it is committed to.

I am concerned, though. Why will the Government commit only to 90 days, when the initial emergency period is for 120 days? Why will the Government not say this will be the situation for 120 days?

Mrs HISCUTT - The key point the Government is making is that what you need in the short term and the long term are two different things.

In the short term, the Government has committed to introducing a notice to bar all evictions for any reason, with the exception of wilful damage or violence. This notice will be in place for as

long as necessary. The 90 days is initial but it can be extended if necessary. It is envisaged that if we do not do this, there may be substantial pressure to end an emergency period earlier than would otherwise be necessary because of the inflexibility of the broad-based provisions. It is envisaged that the emergency period could be in place for some time, maybe 12 to 18 months, and the amendment as it was drafted was too inflexible to be in place for that period of time. I hope the day that was chosen was a point in time, which will be extended if necessary.

Mr GAFFNEY - I appreciate the comment, and I am pleased it is on record because it does allow advocates for tenants to refer to this. Section 41 of the act still remains and it is very short, but I will read it for you. It should be noted that the order for termination would still be able to be made in the event that -

- (a) that another party has intentionally or recklessly caused or permitted, or is likely to intentionally or recklessly cause or permit, serious damage to -
 - (i) the residential premises or contents of those premises; or
 - (ii) any neighbouring premises;
- (b) that another party has caused physical injury, or is likely to cause physical injury, to that party or a person occupying neighbouring premises.

That still remains for landlords, even though they have this covered. This change is still for those who are legitimately concerned about being evicted because of the spurious nature of the end-of-lease obligations. I thank the Government for that.

Mr DEAN - I received an email too asking, 'Why isn't the Government telling us that the coronavirus flourishes in concrete and is very active -

Madam CHAIR - Is that a factual source, I ask?

Mr DEAN - for four days?'. This clause deals with financial hardship provisions. So I have it clear, when the minister issues a notice, will it include only when financial hardship is demonstrated, or will it relate to all terminations during that 90-day period and if it is extended for a further period?

Madam CHAIR - I ask the Leader not to address the first point, but to address the question related to the bill.

Mr DEAN - No, I was just making a statement.

Madam CHAIR - It would be better if you withdrew that statement because it is totally unrelated to the bill and is innuendo at best.

Mr DEAN - What do you mean, it is unrelated to the bill?

Madam CHAIR - I want you to focus on the clauses.

Mr DEAN - I am.

Madam CHAIR - I will leave it to the Leader to answer the question raised in relation to the clause we are debating at the moment.

Mr DEAN - The only question I have asked is in relation to Part 5, Financial hardship provisions.

Mrs HISCUTT - The notice period prevents all terminations initiated by the owner. The act will give the Government power to outline the circumstances to which a notice applies, but the initial notice will not consider financial hardship. The notice will be reviewed after 90 days.

Clause 22 agreed to.

Clause 23 -

Waiver or refund of certain fees, &c.

Mr GAFFNEY - This is an interesting clause. I will give you a bit of context. I seek clarification. It is interesting when one level of government, for example, says to another level, 'We want to waive your rates' base'. Many people in Tasmania would be hoping this gets through. In my experience of local government, which was for a long time - and I can say this with my LGAT hat on - most councils only have a minimal percentage of what I would call 'fat' for the new projects. It runs fairly finely and those of you around this Table would agree with that. They are looking after what is there and preparing for the future. I am always amused when somebody standing for council says, 'I will build a pool', or 'A magnificent whatever.'

Ms Rattray - 'I will cut the rates.'

Mr GAFFNEY - Yes, all that sort of stuff. Councils would be quite comfortable with extending terms or capping rate increases. The term 'waiving rates' - if there is no recompense from the state Government for that, it will make it very difficult. I am wondering what it means. Sometimes, the relationship between the state Government and local government is not always 'best of buddies'. In this case they are, because we have a common cause combining us as a community. If the state Government, the secretary or the minister, said that councils will waive rates for a certain period, that will have a huge impact on local councils.

Local councils could suffer if rates were capped or if there was an extension of the period. I am concerned that we are giving the power to the minister, or the Treasurer in this situation, to waive the rates. That is a dangerous precedent or capacity to have in a legislation, although I understand the reason for it. How does the Government see this working? LGAT is also concerned about the idea of waiving rates. It is about a certain class, I see that - does that mean across all council areas or individual council areas? Some councils are barely scraping by at the moment and others have more equity, assets or more flexibility. More clarification is needed for communities, councils and their staff, about next year's projects, the next 12 months, 24 months or three years. This could go on for a long time. What relationship is the state Government going to have with local government if the state Government imposes a waiver of the rates collected?

Mrs HISCUTT - I will seek an answer, but I note that this is another group. You are talking about the councils; it could be bundled in with landlords; it could be bundled in with -

Mr Gaffney - No, councils involve everyone in this state.

Mrs HISCUTT - I will seek an answer if there is one available. The Premier addressed this in the other place. He said that all levels of government have to shoulder some, for want of a better word, 'pain' in this crisis, some of the burden. The Premier also said he is going to work closely with LGAT and local government to see how things will pan out. We are painfully aware of all of this going on. The Premier is aware of it and he has promised he will work with local government to see if anything can be done to help, as and when emergencies arise or when he is asked.

Mr GAFFNEY - This is very heartening. It will be good for local government to hear that. The packages of support, funding which is well warranted and coming from the federal government to the state Government, is great, but the different relationship in this bill is that the state Government can limit the amount of revenue local government can get in under this bill. There is a slight difference in that relationship, but as long as the Premier has come out and stated that and made that clear downstairs, people across the state will have some confidence that good discussions will evolve. I am comfortable with the response.

Mr WILLIE - The member for Mersey probably had a similar email from Dr Katrena Stephenson. I gave her a call about this same issue of broad powers. It would be helpful for the Government to step through the process of a notice being issued and the opportunities for LGAT to work with the Premier and the Government along the way and, in failing that, working with the Subordinate Legislation Committee in circumstances where they have deep concerns.

Mrs HISCUTT - The Government has given an undertaking to work with LGAT. The notice process, when it starts, has a flexibility mechanism within it. The Premier has undertaken to work with LGAT through that. The Premier can also delegate to the Local Government minister to have more in-depth discussions with groups that need any extra help, and consultation with affected parties will take place.

Mr WILLIE - My question was more about the process of issuing the notice.

Mrs Hiscutt - Are you talking about logistics?

Mr WILLIE - No, I am talking about the process in which LGAT has an opportunity to work through the Local Government minister and the Premier in the issuing of the notice. If that happens and they are not happy, there is not unfettered power. The Subordinate Legislation Committee has a role to play. Explaining that would be helpful to the discussion.

[11.31 a.m.]

Mrs HISCUTT - There is not unfettered power in here, but it still has oversight from OPC, the Director of Public Health, the State Controller and the Subordinate Legislation Committee. How that actually works has to be worked out, but there is no unfettered power.

The Premier has given the undertaking that the actual consultation about what they are going to do, they will do that themselves. That is the oversight.

Mr Willie - There are opportunities to engage along that process?

Mrs HISCUTT - Yes.

Ms RATTRAY - A couple of questions, and some information. One thing about stakeholders is that they always seem to know how to get their message into the Subordinate Legislation Committee.

Madam CHAIR - Especially with fishing.

Ms RATTRAY - Especially with fishing, excess dirt on roads. We have handled chooks in backyards, mandatory interlock devices - we do the lot. There is nothing that the committee will not be able to work its way through.

Mr Willie - While they are all listening, you may like to say who the members are on the committee.

Ms RATTRAY - The members of the committee are: the member for Murchison, Ruth Forrest, who is the Deputy Chair; Meg Webb, the other Legislative Council member; John Tucker, the Liberal Party member; Nic Street, who recently rejoined the committee from the Liberal Party; and Alison Standen from the Labor Party.

The committee make-up changes from time to time. We had a recent change - we have two longstanding members, and myself as Chair. We have some eager members who are certainly ready and willing to take in as much information as they can. We have a fantastic secretary in Stuart Wright and also Julie Thompson so we are well served.

In my second reading contribution, I touched on water and sewerage through TasWater, and also electricity. I am interested in what the process is for having conversations with TasWater and TasNetworks with regard to what they plan to do. Is there any progress on that, or is it too early? Small business is already really struggling.

For instance, in the TasWater scenario, a couple of my communities are struggling with trade waste compliance. If you have no business, it is pretty hard to comply with trade waste requirements at this time. I sent a direct request to TasWater about considering halting that whole process. At this point, businesses that are operating are not putting any slurry into the TasWater pipes. They are acting as they normally do, and we should not be focused on those small issues. I am interested in what we are doing in the way of assisting our communities.

Mrs HISCUTT - How is the conversation going? It will be worked through as the hardship comes up.

Ms Rattray - It is already there.

Mrs HISCUTT - Yes, it is already there.

I am not aware of just where they are up to at the moment. My impression is that the Premier will make a ministerial statement this afternoon. I am keen to listen to that. There may be something in there, but I am not sure. I cannot answer that question at the moment because the hardship is just beginning.

Ms RATTRAY - I acknowledge and appreciate the fact that you will not have all the answers we find we need on behalf of our communities, but there is only so much of the fees, imposts and charges that the state Government puts onto people in our communities.

It is really some of those other ones - the government business enterprises or state-owned companies - that will also have a big impact, so they are just as important. I am sure the Premier and Treasurer are well aware of that, but certainly people will need to hear what is happening in that space sooner rather than later, so they can have some comfort around there being some relief.

There might only be a 20 per cent reduction. The councils are not going to be able to say, 'We are not going to worry about rates for six months', so it is probably going to be a smallish reduction, if at all. I do not know. I would hope it was more, but I have not looked closely at the finances of my seven local government areas in recent times. It is really important. I ask the Leader if that could be taken away -

Madam CHAIR - Could I just clarify the member's question? Are you asking whether the orders can require local government, government business enterprises and the like to adjust their fees? Is that what you are asking?

Ms RATTRAY - Certainly, that is what I am getting to.

Madam CHAIR - Let us try to keep our questions succinct. We do not want to be here all day. With no disrespect, if that is the question, that is the question.

Ms RATTRAY - Yes. What can the Government do in the way of orders, with regard to those requests for compassion?

Mrs HISCUTT - The answer is still the same. We know there is a mechanism there for that. I cannot really add more. Things are being updated all the time, so maybe this afternoon, maybe tomorrow. I cannot answer that question, I am sorry.

Ms RATTRAY - But it would be available through the orders?

Madam CHAIR - The power is there to make a notice.

Mr DEAN - I ask a question that has partly been answered through the questions that have been asked. How is it envisaged that the notice will be drawn up in relation to these matters, when each member of a class specified in the notice -

Ms Rattray - That is everybody.

Mr DEAN - Is that what it will be?

Mrs Hiscutt - Within that class, within that group.

Mr DEAN - With the amendment made downstairs, of course, it now does not only apply to the tenants' private leases and so on but relates to all the businesses as well. It would identify people sitting in both of those areas.

Mrs Hiscutt - We are in the financial hardship provisions at the minute, can you make your question more succinct?

Mr DEAN - If we look at clause 23(1) -

- (d) may, at the discretion of the Secretary of the Department that is responsible for the relevant legislative instrument, be waived, in relation to each member of a class specified in the notice, by the Secretary of that Department.

Is the secretary of the department required to look at all of these properties that fall within this category and include them in the notice? How will it occur? Does it apply to all properties that are being rented and leased? Will those who are leasing them, the owners of those properties, be included or is it within a certain area?

Madam CHAIR - This clause is related to, if you read clause 23(1), 'a rate, fee, tax, impost, charge or other amount payable ...'. Rents and related costs were in clause 22. We are in clause 23.

Mr DEAN - This is a waiver or refund of certain fees.

Mrs Hiscutt - Of a class, do you mean?

Mr DEAN - Let us go back to the beginning. Clause 23, Waiver or refund of certain fees, &c. -

- (1) The Treasurer may, by notice, declare that, despite a provision of a relevant legislative instrument, a rate, fee, tax, impost, charge or other amount payable under the provision -

- (a) is not payable by each member of a class specified in the notice;

How will the class be identified within the notice? Does it pick up everybody or is it certain areas or segments?

Mrs HISCUTT - I would think a class would be people of the same interest. The notice might specify class, and under clause 23(1)(d) the decision to waive will be made on a case-by-case basis by the secretary of the department. Your question is: what is a class? A class of persons could be described according to their circumstances or in relation to geography. It could be that the provision is designed to provide flexibility to address the needs of groups of people suffering hardship.

Mr Dean - Hardship becomes a part of it.

Mrs HISCUTT - Yes, it could. It depends on what the notice has been made for.

Clause 23 agreed to.

Clauses 24 to 31 agreed to.

Schedule 1 agreed to.

Schedule 2 -
Consequential Amendments

Ms WEBB - I was looking at proposing an amendment to Schedule 2(7). We discussed the commitments I was seeking from the Government to give the effect I hoped to achieve from this amendment through the mechanism of a notice under clause 22, balanced against the potential

unintended consequences should the emergency period extend into the medium- to long-term. I accept that balance is met by the Government's commitment to bring this about through a notice for a period of 90 days; 120 days may have been more appropriate, but 90 days is fairly good.

The substance of my amendment was that all the reasons provided for a notice to vacate in section 42 of the Residential Tenancy Act will not be brought into effect during that 90-day period. Those are covered under section 41, which is about serious damage to property, physical injury and violence. I am pleased about that and I will not be bringing on an amendment to Schedule 2.

Mrs Hiscutt - Did you want me to read it into *Hansard* again?

Ms WEBB - No, I am satisfied with that. I wanted to confirm that was the point I had been discussing an amendment on and that I will not be bringing that forward because, on the balance of things, the commitment made fits most of the intent I was trying to achieve.

Madam CHAIR - Does the Leader want to respond?

Mrs HISCUTT - I take that as a comment.

Mr VALENTINE - Schedule 2 talks about the Personal Information Protection Act. I appreciate why this is needed with respect to needing to contact individual members of society who have been in contact with somebody with the disease. They can track them via their mobile phone. Is the data so used during the emergency then expunged and/or not to be further used when the emergency period is over?

In the process of collecting information to find a person to advise them of their responsibility to self-isolate - correct me if I am wrong - you are getting people's mobile phone data and you are tracking them. You might also be using other things like driver licence identification and those sorts of things. One expects the information collected during this emergency should be discarded and not kept for further use. Will the Government commit to discarding any information collected, which would not normally be collected under the Personal Information Protection Act?

Mrs HISCUTT - We touched on this in the second reading speech. To support the interoperability of agencies across Australia responding to this emergency, the bill exempts state government agencies from the provision of the Personal Information Protection Act 2004 in respect of this emergency. Ordinarily, the Personal Information Protection Act 2004 limits the ability of state agencies to share information regarding individuals. However, in the context of the current emergency, there is a need to clarify that personal information can be shared between state agencies and with other states and the Commonwealth to ensure authorities are able to enforce self-isolation and quarantine requirements and to trace individuals who may have the virus. So this will only be enforced during this specific emergency.

Mr VALENTINE - I understand that. Will data collected for this purpose, which would not normally be collected because of the Personal Information Protection Act, be kept by the Government and used for other purposes?

Mrs HISCUTT - It can only be used for the relevant emergency, and it cannot be used for any other purpose other than the emergency. Once that is finished, the Personal Information Protection Act comes back. It cannot be used outside this emergency.

Ms WEBB - I will follow up on that, too. In terms of the circumstances in the current emergency that may lead to the disclosure, collection, exchange or use of relevant information between those agencies, where does that decision-making lie about when and where that can happen? Where will it be documented that it has happened? How will the Government be held accountable within the parameters of that, the extent of it and the details, at a later date?

Mrs HISCUTT - Under this act, it is relevant only for this specific emergency. The State Controller, who is the Commissioner of Police, would be in charge of this. We were trying to get a comment from the State Controller but he is in an emergency meeting and we cannot ask him. Other than what I have already put on record so far, I cannot really add much more here and now.

Ms WEBB - To clarify the other two parts to the question, apart from whose decision it was, which you have answered, where will those decisions and the details of what happened be documented? What is the accountability mechanism, as to how those decisions will be held to account and who will oversee that?

Mrs HISCUTT - At the moment our parameters are -

(b) the Public Health Act 1997; or

(c) any other Act of the State, the Commonwealth, another State, or a Territory

...

Under section 60A(1), 'relevant purposes' are for the act essentially, so it is limited to data collected under the relevant act. I have been given that advice from the Department of Justice, which is in an emergency state at the minute.

Madam CHAIR - Does that answer those three questions?

Ms WEBB - No, it does not answer my questions. Where will the decisions to share data be documented? How would they be held to account at a later date?

Madam CHAIR - The Leader may need to -

Mrs HISCUTT - We may need to get back to the member at a later time.

Madam CHAIR - If the Leader cannot answer those questions, and the member believes it is necessary to have those answers to proceed, I am not sure what the Leader's views are in terms of perhaps postponing the schedule for now.

Mrs HISCUTT - The Chair is saying that if we cannot answer it now, we have to postpone it, but that was not the member's intention.

Madam CHAIR - While the Leader is on her feet and the member for Nelson is in her seat, if the member believes these questions need to be answered for us to proceed with the schedule, the question needs to be considered whether we postpone the clause or not, or the schedule, which means we will have to finish here and come back, or whether she is happy to proceed. She has one more call.

Mrs HISCUTT - While I am on my feet, I might ask the member for Nelson: your intention was not to postpone the bill to get the answers, but to get them at a later date?

Ms Webb - I would like a commitment that I will be given those answers.

Madam CHAIR - The member has one more call, so I will get her to use that call, if she would.

Ms WEBB - Thank you. It is not my intention to postpone the debate because we are not able to get the answers, but I would like to receive answers to those questions and have those answers put into the public domain in some fashion, for anyone who may be listening and wanting to follow up with those answers. We will not be sitting again for a very long time, so I am not sure how that -

Madam CHAIR - Do you have a further question on this schedule, or not?

Ms WEBB - No.

Madam CHAIR - The questions you have already posed are the questions that are outstanding. Just to clarify, if I might just try to assist here. If the Leader can give a commitment to providing that information at a later time, and it is done in a way that can be made public - such as a letter to the member - would that answer the question?

Mrs Hiscutt - That is the way I understood it.

Madam CHAIR - The Leader would need to make that commitment.

Mrs HISCUTT - That is the way I understood the question. I have confirmation from my advisers that, yes, we will undertake to provide those answers for you at a later date, which we will be able to put on the public record. You may want to do that yourself, or we might do it. We will talk about that one.

Yes, an undertaking will be given.

Mr VALENTINE - On page 43 of the bill paper, under proposed section 38B(2)(b), either something is missing or there is an extra word in there that should not be - or maybe should not be. I will not be so bold as to say that when I am dealing with super powers.

Mrs Hiscutt - Can the member please say where it is again?

Mr VALENTINE - Proposed section 38B(2)(b), page 43 of the bill paper - 'where an appeal has been made under by a tenant'. Either the 'under' goes, or it is in under section 38A(3). Whether that is a drafting matter, I will leave the Leader to clarify whether there is a change needed, or if it is a vellum issue.

Mrs HISCUTT - The OPC will fix it up later.

Madam CHAIR - You may need to clarify what the error is so we know what actually is being corrected.

Mr Valentine - What is being fixed.

Mrs HISCUTT - It should read, 'where an appeal has been made under subsection (1) by a tenant in relation to ...'. Well spotted.

Schedule 2 agreed to and bill taken through the remainder of the Committee stage.

Mr VALENTINE - Point of order. With respect to the amendment -

Madam CHAIR - No, had you listened earlier, it is not being moved.

COVID-19 DISEASE EMERGENCY (MISCELLANEOUS PROVISIONS) BILL 2020 (No. 14)

Third Reading

[12.12 p.m.]

Mrs HISCUTT (Montgomery - Leader of the Government in the Legislative Council) - Mr President, before I move the third reading, I thank honourable members for the hard work they have put into this. Mr Valentine, the member for Hobart, thank you very much, for picking up on those things. OPC has been under tremendous pressure for the last couple of weeks. I thank Robyn Webb for her extraordinary work. We can see she is very relieved to get it done. Thank you to OPC and thank you to Robyn Webb. Mr President, I move -

That the bill be read for the third time.

Motion agreed to.

Bill read the third time.

ADJOURNMENT

Mrs HISCUTT (Montgomery - Leader of the Government in the Legislative Council) - Mr President, I move -

That the Council at its rising adjourns until 11 a.m. 25 August 2020.

Motion agreed to.

Change to Parliamentary Sitting Schedule 2020

Mrs HISCUTT - Mr President, I will read a statement about the change to the parliamentary sitting schedule -

The Government had initially intended that upon the adjournment today both Houses of Parliament would return on the next scheduled sitting day in late April.

However, that is now not appropriate, nor is it healthy for members of the parliament and the parliamentary staff.

Given the fast-changing circumstances of the COVID-19 pandemic and that parliament has now approved legislation for the critical decisions to be made

during the public health emergency, together with health advice and to avoid, where possible, unnecessary contact, it is prudent and appropriate to adjourn the sitting of the parliament until the first scheduled sitting day after the winter recess, which is 18 August for the House of Assembly and 25 August for the Legislative Council. I note the resolution of the federal parliament to do likewise.

The Government and all honourable members are still at work, performing their duties from their offices and, if necessary, at their homes. Should there be any urgent need for the Parliament to meet to deal with any pressing or unforeseen matters, the Government will rely upon section 13 of the Constitution Act 1934 whereby her Excellency, the Governor, can recall the parliament for the dispatch of any business.

If this were to eventuate, the Government will work with members in settling the specifics such a meeting prior to being recalled. I trust this meets with the support of members and I thank you all for your cooperation and hard work in these very uncertain and unprecedented times.

Ms RATTRAY (McIntyre) - Mr President, it is appropriate we also acknowledge the work of the Leader over the past couple of weeks as well. She has not had anyone to assist her and she has done a mighty job. It is worth acknowledging her work and the people who support her in her office.

Members - Hear, hear.

Brickmakers Point Landslip Bill - Clarification

[12.16 p.m.]

Mrs HISCUTT (Montgomery - Leader of the Government in the Legislative Council) - Mr President, I want to make a statement of clarification on the Brickmakers Point Landslip Bill, which we tried to deal with yesterday.

I wish to address the statement made last evening by the member for Rosevears in relation to statements I made in the Chamber yesterday. I understand he was reading from a letter. I understand it relates to whether the statements in question - as to whether the property owners to whom the Brickmaker Point Landslip Bill 2020 relates were aware of the details of the financial offer proposed through the bill, and whether residents had been advised in February that the assistance bill was being developed and that it would be consistent with the Rosetta Landslip Act 1992 - were inaccurate.

I offered information to the Chamber to the effect that the property owners were told it would be consistent with the Rosetta Landslip Act 1992, which was 75 per cent, but further that the Government did not actually say it would be 75 per cent per se; it would be consistent with the Rosetta act, and that has come from *Hansard*.

First, I should have prefaced that statement with the statement 'I am advised that the property owners were told that'. I was not present at the discussion that occurred during the February communication, which I understand was between deputy secretary Craig Limkin and Mr Berry by telephone. I was relaying advice provided by the deputy secretary as to what had occurred, advice he provided to me in the Chamber yesterday.

I am advised the actual communication to property owners was that the scheme would be similar to Rosetta and that no definite position could be provided at that time because an in-principle agreement had yet to be resolved by the council. That resolution did not occur until March. It would appear that, on that basis, I have inadvertently provided a more definitive description of the information provided, that it was consistent with the Rosetta act versus that it was similar to the Rosetta act.

There was no intent on my behalf to misrepresent or overstate the information provided, it was simply a misinterpretation of the advice provided. I regret any misunderstanding that resulted in those statements. I understand that the property owners may not be content with the assistance proposal. However, the Government and the council have acted in good faith and agreed as to what they would offer by way of a payment on compassionate grounds proposed through the bill. The assistance offer is not a negotiated compensation.

In summary, Mr President, the Government and the council have liaised closely with respect to the proposed compassionate assistance scheme. I am advised that the Department of Premier and Cabinet has undertaken a number of discussions with the property owners. This includes initial discussions with the former director of local government, Mr Alex Tay; subsequent discussions between current Director of Local Government, Mr Limkin, and property owners; and, I am advised, mainly channelled through Mr David Berry, most recently, the phone conversation in February as referred to in Mr Berry's letter, which informed part of my submissions yesterday.

Yesterday, the member for Rosevears complained there had not been any discussion with the property owners prior to the bill being introduced. I am advised that Mr Limkin called most property owners prior to the bill being introduced to advise them of the Government's intent to bring this bill before parliament with some urgency based on a desire to offer financial assistance to five specific property owners on compassionate grounds, owners whose lives have been severely impacted by landslide.

Member for Rosevears - Farewell
Member for Huon - Forthcoming Election

[12.21 p.m.]

Ms FORREST (Murchison) - Mr President, I rise to speak on adjournment because we will not return until the end of August. I am unsure of plans for the Legislative Council elections, but it may be that this is the member for Rosevears' last sitting day with us. While he looks very happy about that, it is important we acknowledge the long contribution of the member for Rosevears in this place, in case it is the last time we sit with him in our Chamber.

I thank him for his commitment to this place, to his constituents and to working really hard. I am sure, after the crisis we are facing in this state passes, we will take the opportunity to have a soirée where someone will duly roast him. These are awkward circumstances we find ourselves in. I acknowledge the member's contribution to this place, his friendship and all the things we value highly in this place - his work on the legislative reform we have had, and the support he has provided me in this place in many of the measures I have tried to progress.

The member for Huon is not in the Chamber but he is also facing an election during the coming period. If that goes ahead, I wish him all the best, as we do all honourable members who are facing elections. It is always a stressful time.

As we go back to our electorates, it is going to be a difficult time. Many people are frightened; many people are already suffering and will suffer further, and we need to be very cognisant of that and take every opportunity we can to be kind to everyone. Our supermarket and pharmacy staff and other staff who hold vital roles, including our healthcare staff, teachers and childcare workers, are suffering abuse at the moment because people are stressed. We need to be role models in our community and to go out of our way to thank and acknowledge the people who are serving us, people who are at the front line of this, particularly our health professionals.

None of us has been there and none of us understands the pressure they are under at the moment, so let us be kind and respectful, and make sure that whatever we put out in the media - social media, out of our mouths or in any way we might put something out there - is accurate, factual and is based on evidence and research and that we model the behaviour we want others to abide by. It is going to be tough. It is going to be really hard. I have found it extremely hard to keep up with the number of requests I get every morning through Facebook Messenger, Facebook, LinkedIn, Twitter, email, telephone this last two weeks. I have found it difficult to consider this legislation we have had to deal with because of that pressure.

Many people perhaps hammer my inbox because of my health background, but I want all of us to step up and practice that behaviour. Wash your hands; stay at home; not go out unless you have to. Support our constituents but, most of all, be kind - please, be kind. This is a really tough time. I am a bit frightened, too, because I know what this can do, so please, be kind.

Statement by President - Adjournment Speeches

[12.25 p.m.]

Mr PRESIDENT - Honourable members, I will allow a little levity because this is adjournment. I appreciate that there are certain rules for adjournment speeches. We have had some new information presented to us, which is the recall date of parliament. If members wish to make a short address on adjournment, rise in your seats before we call for adjournment.

Member for Rosevears - Farewell Member for Huon - Forthcoming Election

[12.53 p.m.]

Ms RATTRAY (McIntyre) -, Mr President, thank you very much for allowing this to occur. I also add my thoughts and wishes to member for Rosevears, the honourable Kerry Finch, who, as the member for Murchison said, has been a colleague and he has certainly been a friend. I do not know who will organise Thursday night dinners from now on, but I am sure somebody will step up to the plate when we get back to some sort of normality.

In my time in this place, I have sat next to the honourable member a couple of times, but even when I was not sitting directly beside him or close by, he always scored me on my contributions. Out of 10, Mr President.

Mr PRESIDENT - You are not the only one.

Ms RATTRAY - At times I did not get a very good score. I asked him yesterday: How did I go? What did you score me? He elevated my score considerably, so I am very impressed that I have been able to meet his high standard of contribution in this place – somewhat. I will never get

there because I do not have the theatrics, but I was certainly very heartened by the score he gave me yesterday.

As much as anything, I have certainly appreciated the opportunity to work with him and go through those on-drinking and off-drinking years; they have always been interesting.

On behalf of my electorate and the whole of Tasmania, I thank him for his wonderful service. I wish him all the best in whatever he decides to do - probably going back to Deviot and working in that garden or making that cottage worth another \$100 000 when the next valuation takes place. Whatever he chooses, we wish him all the best.

To the member for Huon - yes, it is a nervous time, as we know, when you are up for re-election. Once you get into this place, you realise what an honour and a privilege it is and you just want to stay here. We know that everyone wants to be re-elected so I wish him all the best. It is a difficult time to be campaigning in.

To all the candidates, as well as the honourable member - certainly those who will be standing for Rosevears - all the best in their endeavours to become a member of this place.

I endorse the words of the member for Murchison: stay safe, look after your communities, be kind to each other and be kind to yourselves as well.

Member for Rosevears - Farewell
Member for Huon - Forthcoming Election

[12.28 p.m.]

Mr VALENTINE (Hobart) - Mr President, I also endorse the comments of the member for Murchison. Even though politicians are not necessarily the highest people on the list when it comes to respect from the community, given some of the statements made from time to time, they do look up to politicians to lead. I think the important thing is that we do lead, and that we lead by example and make ourselves available. There will be members of the community who need our advocacy in many ways, whether it is in business or in the situations they find themselves in.

It may be that we cannot provide the answers for them, but we can put them onto the people that can and we can put them onto the services that may be able to help them. At this time, it behoves us to get our minds across what services are available, as individual members, and to direct members of the public to the relevant service.

I wish every member well during this time. It will not be easy. If you get to the point of self-isolating, I wish you well in that too because operating from home is not always the easiest thing when you are a representative of the people, or are here to help people out.

We can beat this. We really can - and Tasmania has an extra special opportunity, given the fact it is an island.

I turn my mind to the member for Rosevears. I have lost a lot of weight over the last few weeks because I have not been able to go out to lunch with the honourable member, for him to lead me astray. It is quite obvious that is the effect he has had on me. I thank him for his friendship, as much as his service. He always has an interesting point of view. Sometimes he gets up to the podium and loses it, and that is fantastic to watch, because you never know what is coming.

It will be an interesting period for him. He will miss the place, I am sure. He will miss the members. We will keep an eye on your Facebook page. All the best to both you and Carole. I am sure Carole will really appreciate having some extra time to order you around, and get you to do this and that - all those things you have not done, because you have been spending too long in this place. You have a great captain there to help steer you forward, as you think about what you might or might not do.

I also acknowledge the member for Huon, who is not in the Chamber at the moment. We wish the member for Huon, and other candidates who are standing for election, all the best during the election campaign. It is hard, especially when you have social distancing in place. It is not easy when you are running for an election, knocking on doors and trying to connect with people, so I do wish him well.

I thank the Leader for the job she has done, especially during this whole emergency scenario with the legislation. All the best.

Mr PRESIDENT - I remind honourable members, we do have a time frame. We do not want to have to come back after the lunch break to adjourn. If I can revert to my old television days, that is the wind-up signal. If it gets to that, you are in big trouble.

**Member for Rosevears - Farewell
Member for Huon - Forthcoming Election**

[12.33 p.m.]

Ms LOVELL (Rumney) - Mr President, I will bear that in mind. I will speak briefly. I am sure this will not be the only opportunity we have to do this, given the unexpectedness with which this has come about.

I wish all the best to the member for Rosevears. I have a great deal of respect for the honourable member and for his contributions to this place. He has served his community for a very long time. Retirement is always a big adjustment, but I hope it proves to be a positive adjustment for you, and wish you and your family all the best into the future.

I also want to wish the member for Huon well for his election. As others have said, campaigning, like everything we are doing at the moment, we are doing in circumstances that we have not dealt with before. I cannot imagine what that is like for him and for other candidates, and I wish him all the best in moving forward. Again, we do not know what the future is going to look like over the coming months.

I also acknowledge the Leader for the work she has done this week. For all of us, it has been a very strange week, and it is a very surreal feeling to be adjourning for a lengthy period in very different circumstances to which we normally do this.

I wish everyone well, and your families and loved ones. Keep safe, stay home, follow all the advice, and we will see you when we return.

**Member for Rosevears - Farewell
Member for Huon - Forthcoming Election**

[12.34 p.m.]

Mr DEAN (Windermere) - Mr President, I also want to thank the member for Rosevears for his companionship. He has been a great colleague and a great person within this parliament with his contributions, and the way he has gone about his business. He certainly gets wound up from time to time, and that is great - but I am not quite sure how we are going to go with our interest features from this time on. It is going to create some problems, but I want to say that the member for Rosevears was the very first person to speak to me when I decided to stand for parliament a few years ago now. He may not recall it, but I remember having a session with him in his office in Henty House at that time. I very much appreciate that, and I appreciate the comforting words he was able to impart to me at that time.

Mr Finch - Don't do it.

Mr DEAN - Yes. He regretted it perhaps. We have had fairly close contact with family and so on as well over that time, and we help each other out, which has been great. I wish you all the very best moving forward, Kerry. I know you will not be hanging your boots up. You will be moving on to other things you will get a lot of enjoyment out of.

Ms Forrest - He will not be shy in retiring.

Mr DEAN - No, I do not think so, and I do not think he will go from that year to year with alcohol and so on. I am not sure what will happen there.

Mr President, having said that, I wish the member for Huon all the very best in the election as well. It is a tough time for all candidates standing now, because of their inability to get out and sell themselves. It is a hard time for them, so I wish him all the very best.

We are in extremely tough times, there is no doubt about that.

I made a statement during the Committee stages of the bill in relation to coronavirus, and the virus attaching to concrete. That information came through to me from some constituents in the Launceston area. I will follow that up to see whether it is factual, but we know the virus does adhere to metal surfaces. The comment I made was not unparliamentary. I did not withdraw it, and I was not going to, but I will follow up on that to ensure whether it is factual.

Everyone, enjoy yourselves over the next period the best way you can, with the isolation that is necessary for all of us.

Leader, thank you for what you have done, and your staff as well. Obviously a lot of work and pressure on Mandy at the back there as well, and all of our staff. Thank you all very much.

**Member for Rosevears - Farewell
Member for Huon - Forthcoming Election**

[12.37 p.m.]

Ms ARMITAGE (Launceston) - Mr President, I thank the Leader as well, and Mandy and Will and all the staff. It has been a pretty hard week for the Leader.

To the member for Rosevears who fell off the wagon last night in his non-drinking year - he had a whisky.

Mr Finch - Two.

Ms ARMITAGE - Two whiskies -

Mr Finch - A fairly generous two, I might add.

Ms ARMITAGE - One bottle was almost empty, so I think you had to go to the second.

I wish the member all the best in retirement. Who knows? It might not be this year. Depending on when the election is, you might be back here in August, so we might still see you. I am not sure whether it is commiserations to Carole. She will certainly have her hands full having you home, after having you away for so much. Like the member for Windermere, I am sure you will find something to occupy yourself, and you will not be idle. It will not be the last time that the member for Windermere or I see you, because we share an office at Henty House and we can certainly meet the requirements of 4 square metres. We have enough room - our offices are far apart - so I am sure I will see you again.

I wish the member for Huon all the best. I believe we will see him back here. These are obviously very difficult times for people with elections. It is hard enough when you can actually get out there and about, but when you can only rely on things like social media, it certainly makes it difficult. I wish him all the best, and all the members as well.

As the member for Murchison said: keep safe, stay home, work from home. At our office in Henty House, it is fairly easy for us to work in isolation because our offices are fairly spaced apart. Even with the meeting rooms, if we happen to have videoconferencing, we can certainly sit around the table at quite a distance apart. It is probably not so easy for other members, but for us to work it is quite good.

To everyone and their families, I wish that you are all safe, that you all stay safe, and when we get back here - hopefully in August - that everyone is here, and that things are back to a form of normality. I wish all members all the best.

**Member for Rosevears - Farewell
Member for Huon - Forthcoming Election**

[12.39 p.m.]

Mr WILLIE (Elwick) - Mr President, I want to wish the honourable member for Rosevears all the best. I really appreciated his generous advice when I arrived here as a rough-and-ready young pup. I have always heeded that advice, and I hope I have improved. We will certainly miss him and I hope he enjoys his retirement with his family. It is well deserved. He has made a strong contribution, not only to his constituents but also to the whole state.

I also wish the member for Huon, who is not in the Chamber, all the best for his election campaign.

Honourable Leader, we have had our differences at times, but you have done a very good job this week under extraordinary circumstances. Along with you, all members here are very worried about what may unfold.

I cannot sleep; I am waking up at 4 o'clock in the morning with thoughts racing through my head. We all have strong connections in the community, too, who will be on the front line of this. Very close friends of mine will be directly involved in the wards when it hits. I have been in communication with them - essential workers, very strong people. I am particularly worried about the vulnerable families in our communities and what this means to them. I hope we get through it. We will get through it, and I will see you all back here in August.

**Member for Rosevears - Farewell
Member for Huon - Forthcoming Election**

[12.41 p.m.]

Mr GAFFNEY (Mersey) - Mr President, the longer I speak, the less time I will allow the honourable member to have a few words. Very quickly, 18 years in any role is to be applauded, especially one where you have so much conviction in the role you undertake, and the responsible way in which you approach your work.

I dare say, if you were re-standing, you would be re-elected, and for the person who will be taking your place, I hope they come in being as socially progressive and independent of thought. That is really important here. I am not overly concerned whether they are a member of a party, as long as you have that independence in the way you approach every bill. You really do command an audience when you get up to speak. You then speak, and it wavers a bit, but then you stand, and we will always enjoy the first spot, for the special interest speech will always be the Kerry Finch moment.

Best of luck to you and Carole. You are a true gentleman in this place. You do your job very well, you will be sorely missed - best of luck.

Wild Fallow Deer

[12.42 p.m.]

Mr FINCH (Rosevears) - Mr President, this looks like a special interest speech, and I am cognisant of time. I will not say too much, because I do not want to miss anything in what I say; I have not prepared for a moment such as this.

I might distribute an email to everybody about the thoughts I have about this particular moment. I trust there may be a time in the future when we gather when I may be able to, with Carole, talk with you all about the wonderful experience of being a legislator here. Thank you for your kind words, I very much appreciate it.

There is an issue I have wanted to cover. It seems difficult to cut across the feeling here about coronavirus, and about this circumstance for me, but it will be my final opportunity to present this issue, which I progressed last week and this week in the House. I have obligations to progress this issue, and I do have new evidence, by the way.

I had some more questions about the deer population in Tasmania, which has only come through in the *Hansard*, which I have been able to see. I cannot, for the life of me, understand why the Government is dragging its feet over a proposal for a feral deer meat industry in Tasmania.

The questions I asked last week were virtually fobbed off. The main part of the question was: Is the Government considering allowing wild deer to be processed commercially for meat, given the overpopulation of feral deer, and the problems they pose to farmers? Is the Government aware that the present ban on processing wild deer for meat results in many thousands of wild deer being shot to protect farm crops, and simply being left to rot?

The response, in part, was -

The Government recognises that farmers, foresters and community members have expressed the desire to use deer taken under crop protection permits for commercial purposes. The Government's policy is clear in this regard. We acknowledge there is genuine interest and potential in developing value-added and branded wild deer products.

The Legislative Council inquiry regarding potential commercialisation of feral deer is now four years old. The feral deer population has exploded in those four years, and still the Government drags its feet. It seems to hope the issue will go away.

Well, this is the new information I have. There is a Facebook page campaign which has recorded almost 10 000 visits. Of those, 3451 people have commented, liked or shared it; 89 individuals have emailed the minister.

The Tasmanian Farmers and Graziers Association has changed its policy on wild fallow deer. It supports the culling of wild populations, and also the sale of wild deer meat for human consumption. The policy change was driven by increasing commercial losses for farmers caused by wild deer browsing. It is estimated that if the present rate of deer management continues, there will be two feral deer for every Tasmanian by 2050.

A feral deer meat industry is supported by many shooters, and a wide range of property owners, including one of Tasmania's biggest graziers, Roderic O'Connor. It is estimated the deer cost farmers \$40 million a year. The increase in irrigation for cropping means farmers have even more to lose from deer browsing on their property.

Deer also damage forestry plantations.

Deer numbers have increased to the point where they are becoming a road safety issue. Carole hit one a few years ago coming back from Deloraine. Wrecked the car. Very, very dangerous. Car full of kids.

Deer have started to expand into sensitive World Heritage areas, and to damage biodiversity. Again, against this worsening problem, demand for game meat and wild venison is increasing. Processing wild-shot wallabies, kangaroos and possums for human consumption is allowed.

Game meat processors are importing wild venison meat from New South Wales, Victoria and New Zealand to meet demand. Six tonnes are imported each year into Tasmania.

There is growing demand from those who believe pest species should be utilised for food and not wasted. We have a situation where deer numbers are out of control. Deer are being killed under the crop protection permit system, although some of those are eaten by hunters and their associates.

Hunters say there is only so much you can give away. It is ironic they can eat the venison with no food controls, yet others cannot when it has been commercially processed. Although the Government denies it, it is estimated that 15 000 deer are shot and left to rot in pits or in the bush.

Processing wild-shot venison for human consumption is an economic opportunity for Tasmania. All the Government has to do is change the rules. No other government support or subsidy is needed. Nothing. So, why is this not happening?

What loss are people fearing? Some hunters worry that full-scale commercial use will decimate numbers, so there will be no deer left to hunt. This is not being proposed.

The request is that deer killed under the crop protection permit system be processed for human consumption. If numbers reduce to the point where crop protection permits are no longer needed, then commercial processing will stop.

Currently, landowners have arrangements with recreational shooters to control deer on their properties. That will not change. They can choose to allow recreational or commercial shooters onto their property.

It would seem that the fears over commercialisation are unfounded. Until recently, it was illegal to distil whisky in Tasmania. For goodness sake, look at the industry.

It is time to change the way we manage and utilise feral deer. Tasmania needs a new industry. There is the potential to add to the state's reputation for fine food by adding wild venison to the menu. There are jobs that will be created here. I just hope the Government will realise that.

Mr President, thank you for your time. Thank you for the levity. Thank you everyone. That sounded like a special interest speech, didn't it? Thank you for the opportunity.

Statement by the President

[12.50 p.m.]

Mr PRESIDENT - Honourable members, before I call for the adjournment for the final time, I apologise for coming into the Chamber a bit flustered. I have been in the other place listening to the Premier's ministerial address. There are a lot of worrying things we will be going through as we progress, and it is hard to keep your mind on the regular processes - we have all had to battle that. I thank all members for adapting to what has been a very different set of circumstances in the past week.

I thank the Leader, and Mandy and the other people from the Leader's office who have tried to manage things. It is a pretty tough job, and I know what it is like when you have things thrown at you to put through urgently. The landslide nearly brought you down; that is tough with all the other things going on and you have done a remarkable job this week.

It was interesting, but this morning when I turned my desk calendar over and read the quote, I noticed it is week 13 - I am not superstitious at all - but the quote said there will be positives and

negatives in anything in life. I felt that was particularly apt for the circumstances we face ourselves with.

As we are local members and leaders in the community, it is vital we set the right example and confine ourselves and families. We will still be able to look after the people we represent, albeit by different means.

The bill that will pass today is a vital cog in the way our state will work to get through these very difficult times. I thank all those who have worked very hard to put it together in such a short time. I feel absolutely confident that these emergency measures will work, and to know that the Subordinate Legislation Committee will ensure that it is done properly gives me a lot of comfort as well. Our three legislative councillors on this committee will have a very important role to play. Knowing these members as we all do, we can be absolutely confident it will be completely thorough and technically correct in its outcomes.

All honourable members have seen today during difficult deliberations how well this House operates, and the other place has been a completely different Chamber. To see the bill cross-examined as it was with concerns raised should give everyone faith in how well the Legislative Council works.

I acknowledge this has been a very challenging time for the Government and quite the baptism of fire for the new Premier. Baptism by blowtorch might be a more accurate description. I thank the Premier, who would have absolutely no spare time at all. As I left last night after our sitting, I noticed he and his Chief of Staff were coming back into the building. All through this, and other honourable members have mentioned this, he has returned telephone calls to me. In the whole scheme of things, they may be relatively minor issues but he has returned my calls virtually straightaway, which I have very much appreciated and not something I expected.

Honourable members, we live in times that are changing daily and we must do all we can to minimise the spread of this virus and prepare to build a new future.

All the very best to our much-loved member, the member for Rosevears. You do not get many like Kerry Finch in your life - and I have not worked out whether that is a good or a bad thing - but we have all worked with him on his on and off years and it has been a wonderful time. Kerry is always someone who has put this Chamber in the very best of light. Regardless of outcomes, we do not see many better examples than what we saw yesterday, the way the honourable member stood up for people in his electorate - and that is what we should all try to do.

It is an interesting thing with the festival for the farewell of Finch being called off, as it has. Knowing Mr Finch's run of luck, the elections will most likely be cancelled; he will get an extended leave and we will have to go through all of that all over again.

For the time being, all I would like to say is 'Thank you very much, Mr Finch'. To quote Dame Vera Lynn, 'We'll meet again, don't know where, don't know when, but I know we'll meet again some sunny day'.

Until then, look after your families and loved ones and be kind to each other.

Motion agreed to.

The Council adjourned at 12.56 p.m.