

FACT SHEET

COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

STATE/ TERRITORY	TAS	VIC	NSW	ACT	SA	WA	NT	QLD
RELEVANT LEGISLATION	<i>Residential Tenancies Act 1997 (TAS)</i> <i>Residential Tenancy Amendment Bill 2015 (Tas)</i>	<i>Residential Tenancies Act 1997 (VIC)</i> <u><i>Residential Tenancies Amendment Regulations 2021</i></u>	<i>Residential Tenancies Act 2010 (NSW)</i> <i>Residential Tenancies Amendment (Review) Act 2018</i> <i>Residential Tenancies Regulation 2019 effective 23 March 2020</i>	<i>Residential Tenancies Act 1997</i>	<i>Residential Tenancies Act 1995 (SA)</i> <i>Residential Tenancies Regulations 2010</i> <i>Residential Tenancies (Domestic Violence Protections) Amendment Act 2015</i> <i>Residential Tenancies (Miscellaneous) Amendment Bill 2023</i>	<i>Residential Tenancies Act 1987 (WA)</i>	<i>Residential Tenancies Act 1999 (NT)</i> <i>Residential Tenancies Legislation Amendment Bill 2023</i>	<i>Residential Tenancies and Rooming Accommodation Act 2008 (QLD)</i> <i>Residential Tenancies and Rooming Accommodation Regulation 2009</i>

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CURRENT PROVISIONS	TAS	VIC	NSW	ACT	SA	WA	NT	QLD
Break/Terminate Lease	Tenants can only use a Notice to Terminate to end their lease for the following reasons: (1) The landlord has failed to carry out repairs (that are not the tenant's fault) within the time prescribed under the Act or Lease. (2) The landlord has breached other provisions of the Residential Tenancy Act or the Lease. Tenants must give 14 clear days* notice (except for boarding premises where it is 2 clear days). During this time rent is still due. Amendments effective 7 May 2019 provide Court with two additional options: (1) Terminate lease agreement – ie., no lease agreement between tenants and landlord; or (2) Allow the	Victim survivor can apply to the Victorian Civil & Administrative Tribunal (VCAT) to: - End a tenancy, if they want to leave OR - End the tenancy and start a new tenancy in their name without the perpetrator, if they want to stay. If the affected person applies to terminate the rental agreement under section 91V, they should ask VCAT to make orders protecting their bond at the same time. If an affected person is given a Notice to Vacate for an act or breach that was caused by someone who subjected them to family or personal violence, they can apply to VCAT to challenge it.	Tenants in circumstances of domestic and family violence can now end their tenancies by serving a Domestic Violence Termination Notice (DVTN) with relevant evidence and vacating. The tenant will need to give a DVTN to the landlord and each co-tenant.	The law allows a tenant to leave a tenancy without breaching the tenancy agreement in various circumstances. Including where: - The tenant is a 'protected person' under a Family Violence Order ('FVO') or Personal Protection Order ('PPO') that prevents another tenant from being on the property and the tenant applies to the ACT Civil and Administrative Tribunal ('ACAT') for termination of the current agreement; AND - either require the landlord of the property to enter into a new residential tenancy agreement with the protected person; OR - grant vacant possession of the property to the landlord. The protected person may apply to ACAT to end the tenancy agreement. However, if the ACAT is to	A tenant may terminate their tenancy by serving a notice of termination to their landlord in the following circumstances – An intervention order is in force for the protection of the tenant or a domestic associate of the tenant who normally or regularly resides at the premises. OR The tenant or a domestic associate of the tenant who normally or regularly resides at the premises is in any other circumstances of domestic abuse of a kind prescribed by the regulations. This allows tenants who have experienced domestic abuse with the option to end their tenancy on this ground without needing to apply to The South Australian	A victim of family and domestic violence can terminate their interest in the tenancy by giving the lessor 7 days' notice without financial or legal penalty (whether periodic or fixed term) where they, or a dependent, are, or are likely to be, subjected or exposed to family violence. This terminates the tenant's interest in the tenancy without any liability for compensation to the lessor. The perpetrator of the violence does not have to be named on the lease for the victim survivor tenant to apply for termination of her/his tenancy.	A tenant may terminate their interest in a tenancy by giving notice in the approved form to the landlord and any co-tenant that the tenant or dependant has experienced DFV. The notice can terminate the interest immediately, or on a date set in the notice. The tenant's liability under the tenancy agreement ceases on the termination date but the tenant continues to be liable for any liabilities that have been accrued by the tenant under the tenancy agreement. The landlord and co-tenants may apply to the NTCAT for a determination of rights and liabilities between the co-tenants that arose under the tenancy agreement immediately before the tenant terminated their interest in the tenancy. The tenancy agreement remains in place in respect of any remaining co-	If the victim believes they can no longer safely continue to occupy the premises, they can vacate immediately but must provide <u>7 days Notice to end their interest (NETI) in the residential tenancy</u> agreement. The tenant can leave immediately after giving the Notice but is responsible for paying rent for the 7 days of the notice period. The tenant is not required to give the property manager / owner their forwarding address details. If property manager / owner does not agree with the NETI notice, they need to apply to QCAT within 7 days for Application to set aside a Notice ending tenancy interest under Section 308H of the Act and must notify the vacating tenant. The Act gives the victim the right to change the locks at the property if they believe it is necessary to protect themselves or other occupants. They do not need to ask the property manager / owner for consent to do this but must:

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victim survivor to be taken off the lease agreement – i.e., a lease agreement solely between perpetrator and landlord.			make an order in relation to the above, it must be satisfied that:- • Making such an order would be reasonable, taking into account the length of time remaining on the term of the existing tenancy agreement; and • taking into consideration the interests of the protected person, the respondent (perpetrator) and any other tenants; and • whether the other tenants support the protected person's application. For ACAT to make an Order terminating or creating a new tenancy agreement for a protected person, the PPO or FVO must • specifically exclude the respondent (perpetrator) from the property or prohibit the respondent (perpetrator) from being within a particular distance of a protected person; or	Civil and Administrative Tribunal (SACAT). The notice must be accompanied by evidence (<i>Refer to Evidence to support Notice of Intention to Leave due to Domestic and Family Violence below</i>) and also specify a termination date that is on or after the day on which the notice is given. in the case of a fixed term agreement, this can be before the end of the fixed term. A person who is protected by an intervention order and normally resides at the rental premises, but is not listed on the tenancy agreement, may apply to SACAT for the tenancy agreement to be varied so that they can remain at the premises without the perpetrator. A tenant or a co-tenant (as a private, community or public housing	tenant after a termination under this provision unless all remaining co-tenants elect to terminate the tenancy.	• Use a qualified locksmith or tradesperson • Give a copy of the key or access code to the property manager / owner • Comply with body corporate laws The property manager / owner cannot give the new keys to anyone else without the tenant's agreement or without a reasonable excuse. Penalties apply. -
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			the respondent (perpetrator) must give an undertaking not to be on the property. If, after considering the above, the ACAT makes an order, which results in a new agreement between the landlord and te protected person, the new tenancy agreement must be subject to the same rent, frequency of rent payment, duration and terms as the original tenancy agreement.	tenant) can also apply to SACAT for an order to: - allow victim survivor to stay in the property without the perpetrator and enter into a new residential tenancy agreement for the remainder of the term of the tenancy. - stop a landlord from listing victim survivor's details on a Residential Tenancy Database (tenant 'blacklist') for damage caused by the perpetrator - determine how the bond will be refunded.		
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Evidence to support Notice of Intention to Leave due to Domestic and Family Violence	Obtain Family Violence Order (FVO) and request in the Magistrate's Court.	VCAT can use a range of information and evidence to reach its decision. A victim survivor may provide documents and other evidence including:- • a family violence safety notice (issued by the police) • a family violence intervention order (issued by a court) • a personal safety intervention order (issued by a court) • bank statements • photographs, • voice or video recordings • emails, texts or other messages • a letter, report or written statement from any of the following people:- - family /friends - support worker - health professional - police - leaders or employees of religious organisations - crisis accommodation providers	Evidence which needs to be attached to a DV Termination Notice:- Victim survivor must attach one of the following to this notice to give it to the landlord, or their agent. Victim survivor does not have to attach this evidence to the notice to give to any other co-tenants. • A copy of the certificate of conviction for the domestic violence offence against victim survivor or victim survivor's dependent child/ren; or • A copy of a current Domestic Violence Order protecting victim survivor and/or victim survivor's dependent child/ren (need not be a final order); or • A copy of a current injunction granted under section 68B or 114 of the Family Law Act 1975 protecting victim survivors and/or victim survivor's	Victim survivor needs to obtain a Family Violence Order ('FVO') or Personal Protection Order ('PPO') from ACAT before he/she may seek termination of the current agreement from ACAT. See <i>Break/Terminate Lease</i> above.	The Landlord or Tribunal will need to see evidence of either an intervention order issued by a Court or that domestic abuse has occurred, such as a report from SA Police or a specialist domestic violence service provider.	The notice must be in writing, in the prescribed Form 3, and must attach one of the following: • A Domestic Violence Order (DVO) • Family court injunction or application for a Family court injunction • A prosecution notice, indictment re violence against the tenant, or a record of conviction • A report of family violence, in a prescribed form, by a person who has worked with the tenant (see below for more detail)	A tenant can establish the presence of DFV, and therefore avoid retelling their story by providing their landlord or NTCAT with a copy of: • A court DVO as defined in section 4 of the Domestic and Family Violence Act 2007; • An injunction under section 68B(1)(a) or (b) or 114(1)(a) of the Family Law Act 1975 or • A certificate in the approved form provided by a person with a prescribed occupation • The following occupations are prescribed: • A health practitioner who practices in the medical psychology professions under the health practitioner regulation National Law;	The victim can end their interest in the residential tenancy agreement by giving their property manager / owner a <u>Notice ending tenancy interest (domestic and family violence) (Form 20)</u>. They need to provide relevant evidence as listed on Part B of the form such as a domestic violence order (DVO). The victim can choose to either give a copy of their supporting evidence to the property manager / owner or allow them to read / inspect the evidence.

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- child protection staff from DHHS - your employer - a lawyer. VCAT might also consider spoken evidence. When making a decision VCAT will also take into account: • the risk to victim survivor and/or dependent child/ren; • personal safety; • whether the person committing the violence has been arrested charged or released on bail.	dependent child/ren; or • A declaration made by a competent person in the required form, that victim survivor or victim survivor's dependent child/ren are a victim of domestic violence. The form is in Schedule 3 of the Regulations as well as on the Fair Trading website.				• A social worker with a qualification endorsed or accredited by the Australian association of social workers; • A police officer; • An Australian legal practitioner; • In charge of a domestic violence support service	
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Notice period to End Tenancy	Non-fixed term lease: send a written Notice to Terminate with 14 or more clear days' notice to the landlord. Fixed term lease: Either (1) by mutual agreement with landlord and get agreement in writing including dates, terms and signatures of both parties; OR Send a written Notice to Terminate with 14 or more clear days' notice to the landlord.	VCAT must hear a Victim survivor's application within 3 business days or no later than the next available day after the end of the 3 business days.	A tenant can end their fixed-term or periodic tenancy immediately, without penalty, if the tenant or their dependent child is in circumstances of domestic violence. A minimum notice period is not required. The termination notice must include a termination date, which can be on the same day that the notice is given or a date after the notice is given. A domestic violence termination notice does not need to be given in person.	A tenant can end their fixed-term or periodic tenancy on or after the day they issued a notice of termination to landlord. Refer to <i>Break/Terminate Lease</i> above.	A tenant can end their fixed-term or periodic tenancy on or after the day they issued a notice of termination to landlord. Refer to <i>Break/Terminate Lease</i> above.	A victim of family and domestic violence can terminate their interest in the tenancy by giving the lessor seven (7) days' notice without financial or legal penalty.	Immediately after filing an intention to terminate the tenant victims' interest in the rental agreement, or on a later date specified in the notice. Refer to <i>Break/Terminate Lease</i> above.	They can vacate immediately but must provide 7 days notice and pay rent until the end of the 7 day notice period.

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Break Lease Fees	No specific DV provision found. Standard terms Apply:- Tenants are liable for all reasonable costs involved in finding a new tenant. However, the landlord can only charge for actual, itemised costs (not a break lease fee) of finding a new tenant, which are usually the advertising costs. The time remaining on the lease will be considered.	Victim survivors cannot be charged lease breaking fees Victim survivors cannot be pursued for compensation for ending the rental agreement early	A victim survivor of domestic violence will be protected from break lease fees and costs for property damage in some circumstances.	For the Tribunal to order any of the clauses in the Act to protect victim survivors from:- • excessive debt for property damage by a perpetrator who is a co-tenant; • providing a forwarding address after the end of a tenancy; • break-lease fees when leaving violence; the victim survivor will need to demonstrate risk of imminent harm and this usually requires applying to the ACT Magistrates Court for a Family Violence Order ('FVO').	If a residential tenancy is terminated because of an intervention order in force against a co-tenant under the residential tenancy agreement, or because a co-tenant under the agreement has committed domestic abuse, SACAT may order the perpetrator to make a payment of compensation to the landlord for loss and inconvenience resulting, or likely to result, from the termination of the tenancy or from any additional order made under subsection.	A tenant who ends their tenancy because of FDV will not be liable to pay any compensation or additional money for the early termination. For example, the tenant will not need to pay a 'break lease' fee, loss of rent, advertising and a re-letting fee, or an occupation fee for abandoned goods.	No DFV specific clause found. Refer to <i>Break/Terminate Lease</i> above.	They can vacate immediately but must provide 7 days notice and pay rent until the end of the 7 day notice period. They are still responsible for other costs associated with breaching terms of the agreement such as rent arrears and water bills.

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Allow Victim Survivor to be taken off Lease	Yes. Refer to Break/ Terminate Lease above .	Yes. Refer to Break/Terminate Lease above .	Refer to <i>Break / Terminate Lease above</i> .	Yes, see ACAT Orders process at <i>Break/Terminate Lease above</i>	A victim survivor may leave the property and terminate his/her responsibility under the tenancy. <i>See Break/ Terminate Lease above</i>	Refer to <i>Break/Terminate Lease above</i>	Yes, refer to <i>Break/Terminate Lease above</i>	If the victim survivor is a co-tenant, the property manager / owner is required to inform the victim within 7 days of receiving the notice (Form 20) when any remaining tenants will be informed that the victim has ended their interest in the tenancy. The agreement for the remaining tenants continues. Contact details provided by the vacating tenant MUST NOT be provided to anyone else, unless required by law to do so.

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Have Perpetrator Removed from Lease	To have the perpetrator taken off the lease, the victim needs to apply for a Family Violence Order (FVO) and request in the Magistrate's Court that the perpetrator be removed from the lease agreement which will revoke the perpetrator's right to enter the premises. If perpetrator then seeks to enter the property, perpetrator will be trespassing and the victim can call the police to have perpetrator removed. Neither the perpetrator's nor the landlord's permission is required to remove the perpetrator from the lease. The disadvantage of having the perpetrator removed from the lease is that victim survivor may be liable for the full rent as well as the	Yes, see Break/Terminate Lease above. Perpetrator can also be excluded from a rental property in a family violence safety notice, a family violence intervention order, or a personal safety intervention order. Perpetrator must not enter the property, and if the victim survivor changes the locks, the rental provider cannot give perpetrator a key. However, perpetrator has certain rights, including: • having a representative attend an inspection of the property; and • applying to VCAT to end the rental agreement early.	If a final Apprehended Violence Order (AVO) is granted that excludes a co-tenant (perpetrator) from accessing the property, then the perpetrator's co-tenancy will automatically end. The tenancy simply transfers to any remaining co-tenant(s) named on the agreement. A remaining occupant who is not named on the agreement can ask the landlord or agent to have the agreement put in their name. If the landlord or agent refuses, the remaining occupant may apply to the NSW Civil and Administrative Tribunal (the Tribunal) for an order to be recognised as a tenant under the original agreement. If a final AVO has not been obtained or if it does not include an exclusion order and where the perpetrator is a co-tenant, another co-tenant may apply to the Tribunal to end the perpetrator's tenancy.	Yes, see ACAT Orders at <i>Break/Terminate Lease</i> above	Yes, see Break/Terminate Lease Above	The court can terminate a perpetrator's interest in the tenancy, enabling the victim to remain in the property.	A victim tenant may have a perpetrator removed from a lease via a: Mutual Termination Domestic Violence Order – apply to Magistrates Court for a Domestic Violence Order ('DVO') restraining behaviour of the perpetrator. Instead of asking the judge to remove their name off the lease, ask the judge to the perpetrators name from the lease. If the judge agrees, a replacement tenancy agreement will be written and the tenant victim will take full responsibility of the lease including paying all the rent and bond. If a new lease is made, they can also ask the judge to make a <i>Premises Access Order</i> preventing the other person from accessing the property or limiting the times and occasions of when they can enter.	

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perpetrator knowing where victim survivor lives. If victim survivor is having difficulty paying the rent victim survivor may discuss adding someone to the lease or subletting a room with the landlord to cover costs.		The Tribunal will consider the circumstances of the case when deciding whether to make an order.					
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Rental Bond Refund	No DV specific terms found. Standard provisions apply.	Where a rental provider makes a claim for bond in situations involving family violence, VCAT can make orders that protect the victim survivor's bond if the loss, including rent arrears, or damage the rental provider is claiming for, was caused by the perpetrator of the family violence. VCAT can also make orders about the bond, including orders that the perpetrator's share of the bond be used to pay for unpaid rent bills or damage, and not the affected person's share of the bond. If a bond application has been made to VCAT, it can make an order under section 420B that the affected person is not liable for any damage or other losses of the rental provider, if these were caused by the perpetrator's actions. An intervention order is required if the perpetrator is not on the rental agreement.	The Tribunal can make orders of bond payment between co-tenants if one co-tenant's tenancy has ended. If victim survivor has left, victim-survivor can make a written demand to a former co-tenant for payment of victim survivor's share of the bond. Victim survivor must give former co-tenant 14 days to pay. If former co-tenant does not pay victim survivor can apply to the Tribunal within 28 days of the end of the 14 days to pay. Sub-tenants covered by the Act can apply to the Tribunal for bond orders against their head-tenant.	The ACAT has the power to determine the liabilities of the parties in relation to the bond paid under the original agreement.	<i>See Break/Terminate Lease above</i> <i>Where there has been domestic or family violence, SACAT may order the perpetrator to make a payment of compensation to the landlord for loss and inconvenience resulting, or likely to result, from the termination of the tenancy.</i>	After assigning liability for damages the court can apportion the security on the presumption that each tenant is entitled to an equal proportion of the security bond. The court can apportion the security bond in the victim's best interests	No DV specific notice period found. Refer to <i>Break/Terminate Lease</i> above. Where there are two or more tenants listed on a tenancy agreement, the agreement should specify the amount of security deposit paid by each one, otherwise it is taken that each tenant paid equal amounts. The landlord is then required to refund the bond at the end of the tenancy in equal shares to each tenant listed on the tenancy agreement.	Victim-survivor can submit the Bond refund for persons experiencing domestic and family violence (Form 4a). the bond refund only relates to them and their portion of the bond. Other tenants who paid money for the same bond will not need to sign this bond refund request and they will not be notified of this bond claim.

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Co-tenants	Co-tenants are joint and severally liable for paying the rent and damage, meaning the landlord may come after any of the co-tenants for the full rent or damage even though another tenant moves out or is responsible for the damage. Co-tenants must then sort out any debts between themselves.		Tenants can terminate their tenancy immediately in circumstances of domestic violence, which may have a direct impact on co-tenants. Non-perpetrator co-tenant/s have a 2-week grace period where they only have to pay a portion of the rent. This gives co-tenants time to find a new co-tenant or apply to the Tribunal to have their tenancy terminated. They cannot be held responsible for any damage to the property by the domestic violence perpetrator. Perpetrator co-tenants that remain in the rental property are required to pay the full amount of rent as specified in the tenancy agreement from the date the domestic violence termination notice is provided.	The interests of other tenants will be considered by ACAT when making Orders to break or vary residency agreement. See Break/Terminate Lease above.	See Break/Terminate Lease above	After victim survivor has given 7 days' notice to terminate their interest in the tenancy, co-tenants may choose whether or not to end their tenancy. The landlord is responsible for giving co-tenants a copy of the terminating tenant's notice within 7 days of having received it. Where a co-tenant elects to terminate her/his interest in the tenancy, she/he must give the landlord not less than 21 days' notice and then move out. Co-tenant/s do not have to pay compensation for breaking the lease early, but co-tenant will usually be liable for the full rent for the period from when the victim survivor tenant's interest terminated and the end of their own tenancy.	See <i>Break/Terminate Lease</i> above	If the victim is a co-tenant, the property manager / owner is required to inform the victim within 7 days of receiving the notice (Form 20) when any remaining tenants will be informed that the victim has ended their interest in the tenancy. The agreement for the remaining tenants continues. The property manager / owner must give each remaining tenant a <u>Continuing interest notice</u> between 7 and 14 days after the victim's interest in the tenancy ends. This is after the victim's 7-day notice period has expired and they have vacated the premises. The Continuing interest notice will only inform remaining tenants that: - the victim's interest in the agreement has ended - the agreement continues on the same terms for the remaining tenants

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					If there are two co-tenants, one could elect to leave and the other could elect to stay. Nb: if the alleged perpetrator is a co-tenant, landlord cannot make them leave if the victim leaves. Forcing an alleged perpetrator to leave the home has the potential to make the victim less safe. If an alleged perpetrator wants to remain in the tenancy then the lease continues.		It is critical to maintain the privacy of the tenant who is experiencing DFV to ensure their safety. Contact details provided by the vacating tenant MUST NOT be provided to anyone else, unless required by law to do so.
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Reasonable Security Measures	Refer to 'Change Locks' below.	Reasonable security measures / modifications cannot be unreasonably refused. Victim survivor may apply to VCAT if the rental provider unreasonably refuses consent.	A tenant can change or add locks or other security devices without consent where a tenant or occupant was prohibited from accessing the property by an interim, provisional or final Apprehended Violence Order (AVO). A copy of the changed lock or other security device will need to be given to the other party within 7 days, unless agreed otherwise. Tenants should communicate their intention to change the locks with their landlord or agent where possible. The tenant will need to pay for the cost of the new locks.	See <i>Change Locks</i> below	A protected person who is a tenant or has been living at the premises as their primary place of residence who has experienced domestic abuse and has prescribed evidence of this abuse may alter any lock or security device without the permission of their landlord. The victim survivor must provide a key to the lock or security device to the landlord or landlord's agent as soon as is practicable, as well as to the parties to the residential tenancy agreement, other than the tenant excluded from the premises. A certified extract or a copy of the relevant order must be provided as soon as practicable after a protected person alters a lock or security device.	A victim of FDV may affix prescribed fixtures and make prescribed renovations, alterations, or additions to increase security and safety The tenant may carry out these works after the termination of a co-tenant's (perpetrator) interest OR at any time if they reasonably suspect FDV is likely to be committed. The tenant must give written notice of their intent to carry out the alterations, but the lessor's permission is not required. The process: • The costs are to be borne by tenant • The work must be carried out by a qualified tradesperson and the tenant must provide a copy of the invoice to the lessor. There is no definition of what a qualified tradesperson	See <i>Change Locks</i> below	See <i>Change Locks</i> below

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				A landlord or landlord's agent must not disclose a certified extract or a copy of a relevant order except in accordance with the regulations. If a tenant under a residential tenancy agreement believes that the landlord is unreasonably withholding their consent, the tenant may apply to the Tribunal for a determination that the consent of the landlord to the alteration, removal or addition of a lock or security device is not required. The process: • The costs are to be borne by tenant • The work must be carried out by a qualified tradesperson and the tenant must provide a copy of the invoice to the lessor.	• The work must have regard to age and character of the property and any applicable strata laws • If the lessor requires it, the property must be restored to its original condition at end of tenancy • The right does not apply to Heritage Listed Properties or to "any other prescribed properties" (the Regulations will set out what these are)	
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				There is no definition of what a qualified tradesperson is, so if the work is done badly your only recourse is likely to be to breach the tenant for poor quality work after the event. • The work must have regard to age and character of the property and any applicable strata laws • If the lessor requires it, the property must be restored to its original condition at end of tenancy • The right does not apply to Heritage Listed Properties or to “any other prescribed properties” (the Regulations will set out what these are)			
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Change Locks	If a Family Violence Order or Police Family Violence Order is in place to protect a tenant, the tenant may change the locks and security devices without having to wait for the consent of the landlord. Note though that you will need to provide the landlord with the new keys as soon as practicable.	Window and door lock changes Ability to change locks (consent required for some locks) Can apply to VCAT if the rental provider unreasonably refuses consent. Affected persons may get financial help to change the locks and for other expenses. See the Victorian Government's Victims of Crime website or the Domestic Violence Resource Centre Victoria website. See also Do they need financial support? See Tenants Victoria Family Violence Protection Tenancy Kit - Guide to Renters' Rights.	See <i>Reasonable Security Measures</i> above	If the tenant, or a person living at the premises, is a protected person in relation to an interim or final order made under the <i>Family Violence Act 2016</i> or the <i>Personal Violence Act 2016</i>, the tenant or person may change locks (at his or her own cost) without the agreement of the other party. If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.	See <i>Reasonable Security Measures</i> above	A victim survivor tenant may change the locks without prior permission. The tenant must give to the lessor a copy of the key to any lock or other means of securing the residential premises altered or added as soon as practicable, and in any event within 7 days, after the lock or other means of securing the residential premises has been altered or added	A tenant may change locks or make minor modifications to the premises for safety and security purposes with the consent of the landlord, unless the tenant has a reasonable excuse for changing the lock before seeking the landlord's consent, for example, where the tenant has immediate safety needs; in which case the tenant must notify the landlord within 2 days of modifying the locks. Where consent is sought, the landlord has 10 business days to consider, cannot unreasonably refuse a request to make minor modifications to premises for safety or security purposes; or the landlord's consent can incorporate reasonable conditions, such as agreeing to reimburse the tenant some or all the cost of the modification at the end of the tenancy, and retain the modifications;	The Act gives the victim the right to change the locks at the property if they believe it is necessary to protect themselves or other occupants. They do not need to ask the property manager / owner for consent to do this but must: • Use a qualified locksmith or tradesperson • Give a copy of the key or access code to the property manager / owner • Comply with body corporate laws The property manager / owner cannot give the new keys to anyone else without the tenant's agreement or without a reasonable excuse.

COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

						where there is no agreement between the landlord and tenant for retention of the modification, the tenant is required to return the premises to the condition it was prior to the modification; and Minor modifications include: • installation of a security camera or alarm system; • securing an item of furniture to a wall • replacing window dressings; or any similar modification	
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COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

	TAS	VIC	NSW	ACT	SA	WA	NT	QLD
Rental Arrears & Damage to Property	If damage occurs to property through fault of perpetrator after they were removed from the lease, tenant is not liable for the damage.	If there is any unpaid rent, unpaid bills or damage to the rental property, the affected person can ask VCAT to decide who has to pay for what. Usually, it is the joint responsibility of all renters, but VCAT can decide whether the affected person, the perpetrator or any other renter is liable together, or separately. If the perpetrator is responsible for any unpaid rent, bills or damage, the affected person can ask VCAT to order that the perpetrator is liable for these costs, and not the affected person. Public Housing - In cases of temporary absences due to family violence, the Director of Housing may reduce the rent to \$15 a week.	A tenant who is experiencing domestic violence, is not responsible for any damage caused by a domestic violence perpetrator (whether or not the perpetrator is a tenant) during a domestic violence offence. A co-tenant who is not the domestic violence perpetrator does not have to pay for this type of damage.	See ACAT orders <i>Break/Terminate Lease</i> above	When there has been domestic or family violence, SACAT has the ability to Order only the perpetrator, who caused the damage, be liable for the cost in repairing those damages. SACAT may, on application by a tenant given a notice of termination, make an order that the notice of termination is invalid if the tenant or a domestic associate of the tenant who normally or regularly resides at the premises has been, or is being, subjected to domestic abuse; and the relevant grounds for eviction was caused by an act of the perpetrator. An application under this section must be made within 30 days after the notice of termination is given.	The court can assign liability for damages or unpaid rent arising as a result of family and domestic violence.	A victim tenant is not liable for DFV related acts or omissions of a non-tenant that would otherwise result in the victim tenant breaching the tenancy agreement. The landlord may seek redress for any loss suffered as a result of the breach of tenancy directly from the perpetrator.	

COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

This is done to reduce renters' financial hardship, especially if the affected person needs to pay for temporary housing somewhere else or if they have no income during this time. The Director of Housing looks at individual situations for affected persons and takes action to support their tenancy, such as: • Removing or reducing the rent during the temporary absence • Recalculating the rent and rebates during the temporary absence based on the income of remaining household members only. Note that if someone moves in to care for dependents, such as children, that person's income will not be counted as household income if they can show their main home is somewhere else • Renegotiating any debt repayment requirements, such as rental arrears, during the temporary absence						
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COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

	TAS	VIC	NSW	ACT	SA	WA	NT	QLD
Database Listing (Blacklist)	No DFV specific information found. Standard process applies: Residential tenancy databases (aka blacklists) are more commonly used on the mainland than in Tasmania. Tenants can only be listed on databases for breaches of previous leases that still require the tenant to repay money or for evictions from an immediate termination through the Court. Information is usually kept for 3 years. Regulations in Tasmania mean that the landlord must inform applicants if they are using a database at the time of the application being made.	Tenant databases, sometimes referred to as 'blacklists', are run by private companies which collect information about renters and make it available to rental providers (landlords), real estate agents and renters, usually for a fee. A rental provider, or database operator, must not list information about an affected person in a rental database in various circumstances, including where a rental agreement (lease) breach was due to an act or circumstance of family or personal violence. If an affected person applies to VCAT to terminate and/or create a rental agreement under section 91V of the Residential Tenancies Act 1997, they should also ask	A landlord or agent will not be allowed to list information about a tenant in a tenancy database when the tenant has terminated the agreement in circumstances of domestic violence	Landlords and agents must inform a prospective tenant if a search of a database reveals information about them. The prospective tenant must be told:- - the name of the database; - the name of the person who listed the information; and - how the prospective tenant can have the listing removed or amended. If a tenant believes that information about them has been or will be listed in a tenancy database other than in accordance with the law, a tenant may apply to ACAT for an order to prohibit, remove or amend a listing and for compensation. The collection and use of information in tenancy databases is also governed by privacy laws.	SACAT has the ability to order the Agent or Landlord not list a tenant on database (blacklist) when there has been domestic or family violence. See SACAT orders at <i>Break/Terminate Lease</i> above	The court has power to remove personal details from a Residential Tenancies Database (blacklist) where there is family violence	If a landlord intends on listing a tenant's information on a tenancy database, landlord must first notify tenant in writing a minimum of 28 days prior and provide them with a free copy of the personal information for listing in order to allow the tenant to review the information and make submissions objecting to the entry. A listing can only be made by a landlord in relation to a tenant if the tenant is named on the tenancy agreement, and there has been a breach of the tenancy agreement that resulted in an amount owing that exceeds the security deposit; or the Northern Territory Civil and Administrative Tribunal (NTCAT) has made an order terminating the tenancy.	

COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

They must also inform the applicant if there is personal information on the database.	for an order that the rental provider must not list information about the affected person on a rental database. If a rental provider becomes aware that any information listed on a database relates to family or personal violence, or that the information is inaccurate, incomplete, ambiguous or out of date, within 7 days they must direct the database operator to remove or correct the information.					It is an offence for a landlord to threaten to list a person on a tenancy database during A victim tenant may apply to NTCAT and seek the removal of their personal information from a database where that person experienced DVF during the tenancy, or was not personally responsible for the breach that gave rise to the listing however at the time of the listing, agreed to the listing being made.	
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COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

	TAS	VIC	NSW	ACT	SA	WA	NT	QLD
Domestic Violence Declaration and help from broader range of professionals	No references found.	Refer to <i>Evidence to support Notice of intention to leave due to domestic and family violence</i> above	From 11 December 2020 more professionals will be able to help tenants escape a domestic violence situation in a rented home by making a declaration. Since 11 Dec 2019 Medical Practitioners can make a declaration as evidence that tenant is in a domestic violence situation. From 11 December 2020, a wider range of competent persons may provide a domestic violence declaration: • Health Practitioners holding general or specialist registration under <i>Health Practitioner National Law</i> – • e.g., nurses, psychologists, paramedics, physiotherapists • Social workers (AASW registered) • NSW government employees working in child protection • Employees of non-government agencies that receive government	See procedure for obtaining orders from ACAT – <i>Break/Terminate Lease</i> above.	See <i>Evidence to support Notice of Intention to Leave due to Domestic and Family Violence</i> above	This evidence report must be in the prescribed Form 5 and be filled out by a prescribed professional who is responsible for making the assessment that there is family violence. • Doctor • Psychologist • Social worker • Police officer • A person in charge of a women's refuge Professionals who can sign the evidence report are: From October 2019 the following professionals will also be able to sign the evidence report: • Child protection worker • Family support worker • Person in charge of an Aboriginal health, welfare, or legal organisation.	See <i>Evidence to support Notice of Intention to Leave due to Domestic and Family Violence</i> above	

COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

		funding to provide services for victims of DV/sexual assault or refuge/emergency accommodation • Approved counsellors under the <i>Victims Rights and Support Act 2013</i>					
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COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

	TAS	VIC	NSW	ACT	SA	WA	NT	QLD
Property Owner and Manager Obligations to Prevent Disclosure of Information	No DFV specific references found. However, landlords breaching the privacy provisions concerning quiet enjoyment, inspections and notice for inspections etc, can be fined.	A rental provider can give a copy of the order or notice that a renter has provided to their estate agent or legal representative An estate agent can give a copy of the order or notice to their rental provider or their legal representative. Rental providers and agents cannot give copies of intervention orders or safety notices or show them to anyone else. A protected person may have moved to a new address and changed their phone number and email address to ensure their safety. Using electronic transactions via RTBA Online (Residential Tenancies Bond Authority) when changing a lease or claiming a bond means a protected person's details cannot be seen by other renters.	A tenant in circumstances of domestic violence has a valid reason to withhold consent from landlord publishing photos or visual recording publicity such as on a website, flyer, newspaper, or other publication, if they visibly show your possessions.	Victim survivor may apply to ACAT to make orders to protect victim survivor from parties providing a forwarding address after the end of a tenancy.	See <i>Database Listing (Blacklist)</i> above. A property manager / owner must that a document provided as evidence of domestic abuse is stored and disposed of securely. A person must not use or disclose a document, or information contained in a document, except: - with the consent of the person to whom the document or information relates; or - for the purposes of referring the matter to a law enforcement agency, or a person or agency exercising official duties under an Act relating to the care or protection of a child; or	When landlord gives copy of the victim survivor tenant's notice to vacate to the co-tenant(s), the landlord must not provide the co-tenant(s) with the evidence of FDV supporting the original notice. There are financial penalties for landlords who disclose the information contained in the supporting evidence. There are also penalties for failing to keep the supporting evidence in a secure manner. Disclosing these details to anyone risks incurring a \$5,000 fine.	See <i>Database Listing (Blacklist)</i> above. A landlord must obtain the tenant's permission to use images or video of the premises when advertising the premises for rent or sale where it might identify the tenant or another occupant.	A property manager / owner must not: • Disclose the evidence supporting the Notice Ending Tenancy Interest (NETI) to anyone unless in specific permitted circumstances • Provide any information about the vacating tenant to any remaining tenants until a minimum of 7 days after the NETI expires AND the tenant has vacated the premises Penalties apply for breach.

COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

				- if the disclosure is reasonably necessary for the protection of the lawful interests of the person disclosing the document or information. A document, or information contained in a document, disclosed under any of the above circumstances must not be used for any other purpose by either the person to whom it was shared; or any other person who gains access to the information (whether properly or improperly and whether directly or indirectly) as a result of that disclosure. Additionally: If a tenant is in fear of being at risk of domestic violence, tenant can find out if your partner, or former partner, has a history of abusive or violent behaviour.			
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COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

				Tenant can also ask for information about a partner, or former partner, of someone they know - eg a family member, friend or a domestic and family violence worker, if tenant is worried about their safety. Only information that's relevant to the safety of the person at risk will be disclosed.			
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COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

	TAS	VIC	NSW	ACT	SA	WA	NT	QLD
New definition of Temporary Crisis Accommodation	The Residential Tenancy Act 1997 does not cover crisis and homeless accommodation where the lease agreement is for 3 months or less.	The definition of 'temporary crisis accommodation' has been expanded to include accommodation provided: on a non-permanent basis, and on a non-profit basis, and which is temporary crisis accommodation as it is provided for persons: • who are experiencing homelessness or are at risk of experiencing homelessness; • or • who are being subjected to family violence or are at risk of being subjected to family violence; and • or a body which receives funding on the direction of the Minister for Housing or the Minister for Prevention of Family Violence for the purpose of providing such accommodation.	The Act does not cover refuge or crisis accommodation agreements.	No specific reference to new definition of temporary crisis accommodation found	No specific reference to new definition of temporary crisis accommodation found	No specific reference to new definition of temporary crisis accommodation found.	No specific reference to new definition of temporary crisis accommodation found.	No specific reference to new definition of temporary crisis accommodation found.

COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

	TAS	VIC	NSW	ACT	SA	WA	NT	QLD
Goods Left Behind	No DFV specific references found. Standard procedures apply:- Goods that appear to be abandoned by a tenant may be dealt with by the landlord in the following ways: - If goods appear to have no value, the landlord may dispose of them – If goods appear to have a value under \$300, they may be sold – If goods appear to have a value of \$300 or more, the landlord must apply to the Court to sell them The proceeds are to be dealt with: – Firstly, to settle debts owed to the landlord – Secondly, in payment of reasonable costs of the sale – Thirdly, any balance is to be kept in an interest bearing account for 6 months.	If landlords and agents let Consumer Affairs Victoria know that family violence has occurred when requesting an inspection of goods left behind, residential tenancy inspectors can contact support services and liaise with all parties to ensure that the goods left behind are removed quickly and respectfully.	The Tribunal can make orders for a remaining co-tenant to hand over goods left behind by a departed former co-tenant. Application must be made within 28 days of leaving. If victim survivor was a tenant or sub-tenant, get advice about goods left behind before taking action. There are various time limits for applying to the Tribunal – the shortest is 30 days, so get advice as soon as possible.	No DFV specific reference found. General obligations of tenants and residents apply. Under ACT law, goods left behind in a rental property become 'uncollected goods'. There are procedures a landlord must follow under the Uncollected Goods Act 1996 to dispose of or sell the goods. More information about uncollected goods is available from the Access Canberra website: https://www.accesscanberra.act.gov.au/.	No DFV specific reference found. General obligations of tenants and residents apply.	No DFV specific reference found. General obligations of tenants and residents apply.	No DFV specific reference found. General obligations of tenants and residents apply.	

COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

If not claimed after 6 months, the proceeds become the property of the Residential Tenancy Commissioner. A landlord is not permitted to take or hold goods owned by the tenant to force them to pay rent (in legal terms this is known as distress).							
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COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

REFERENCES & SOURCE MATERIAL

TASMANIA

Tenants Union Tasmania - <http://tutas.org.au/>

Tenants Union Tasmania- Fact Sheets -

<http://tutas.org.au/factsheet/new-family-violence/>

Tenants Union Tasmania - **Don't Panic** – A Tenants' Guide to Renting in Tasmania – 5th Edition

http://tutas.org.au/wp-content/uploads/2014/09/Dont_Panic_2019.pdf

VICTORIA

The new laws, including reforms concerning family and personal violence, came into effect on 1 July 2020.

To view all the changes, visit the [Fairer Safer Housing page on the Engage Victoria website](http://engage.vic.gov.au/fairersaferhousing) <engage.vic.gov.au/fairersaferhousing>

[Consumer Affairs Victoria website](http://engage.vic.gov.au/fairersaferhousing)

Tenants Victoria - **Renters Rights Rundown – Family Violence under the RTA amendments**

<https://tenantsvic.org.au/advice/during-your-tenancy/family-violence/>

Tenants Victoria – **Family Violence Protection Tenancy Kit – 2021 – Edition 3**

https://tenantsvic.org.au/articles/files/resources/Family_violence_protection_tenancy_kit.pdf

NEW SOUTH WALES

Fair Trading NSW

<https://www.fairtrading.nsw.gov.au/about-fair-trading/legislation-and-publications/changes-to-legislation/new-residential-tenancy-laws>

<https://www.fairtrading.nsw.gov.au/housing-and-property/renting/during-a-tenancy/domestic-violence-in-a-rented-property>

Tenants' Union of New South Wales

<https://www.tenants.org.au/tu/tenants-services-australia>

<https://www.tenants.org.au/resources/all>

ACT

Legal Aid ACT – **Factsheet: 'Tenancy, Personal Protection and Family Violence Orders'** - <https://www.legalaidact.org.au/tasact>

ACT Shelter

<https://courts.act.gov.au/magistrates/law-and-practice/family-violence-and-protection-orders/family-violence-orders>

<https://dvcs.org.au/our-services/women-families-staying-home-program/>

<https://www.communityservices.act.gov.au/safer-families/family-safety-hub>

ACT Government - **The Renting Book – Authorised by the Commissioner of Fair Trading 2021**

<https://justice.act.gov.au/sites/default/files/2021-02/Renting%20Book%20January%202021.pdf>

COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

SOUTH AUSTRALIA

Consumer and Business Services South Australia

<https://www.cbs.sa.gov.au/renting-letting-advice>

<https://www.sa.gov.au/topics/housing/renting-and-letting/renting-privately/during-a-tenancy/Repairs-and-maintenance>

Residential tenancy protection for domestic violence victims

<https://www.sa.gov.au/topics/housing/renting-and-letting/domestic-violence-protections-for-renters>

Rent Right South Australia

<https://www.syc.net.au/home/retrightsa/faq/>

Consumer and Business Services South Australia -

<https://www.cbs.sa.gov.au/campaigns/review-of-sas-renting-laws>

Consumer and Business Services South Australia -

<https://www.cbs.sa.gov.au/documents/tenancy/RTA-Bill-summary-of-clauses.pdf>

South Australian Legislation -

[https://www.legislation.sa.gov.au/_/legislation/lz/v/a/2023/residential%20tenancies%20\(miscellaneous\)%20amendment%20act%202023_41/2023.41.un.pdf](https://www.legislation.sa.gov.au/_/legislation/lz/v/a/2023/residential%20tenancies%20(miscellaneous)%20amendment%20act%202023_41/2023.41.un.pdf)

WESTERN AUSTRALIA

Government of WA

<https://www.commerce.wa.gov.au/publications/safe-tenancy-wa-poster-and-factsheet>

Shelter WA

<https://www.shelterwa.org.au/fdv-kit-home/fdv-kit-overview/>

Safe Tenancy WA (2019)

<https://www.commerce.wa.gov.au/>

[Safe Tenancy WA \(2019\). Family and domestic violence changes to renting laws.](#)

[Government of Western Australia.](#)

<https://www.commerce.wa.gov.au/sites/default/files/atoms/files/rtacrisabandonedgoods.pdf>

COMPARISON CHART: RESIDENTIAL TENANCIES LEGISLATION DOMESTIC & FAMILY VIOLENCE PROVISIONS

NORTHERN TERRITORY

Northern Territory Consumer Affairs

<https://consumeraffairs.nt.gov.au/rental-changes-due-to-covid-19>

Guide to Renting in the Northern Territory -

<https://consumeraffairs.nt.gov.au/a-guide-to-renting-in-the-northern-territory>

Darwin Community Legal Service - NT Tenancy Advice -

<https://www.dcls.org.au/tenants-advice/dfv-and-tenancy/>

Darwin Community Legal Services publication 'DFV and Tenancy' published November 2019

Northern Territory Consumer Affairs -

<https://consumeraffairs.nt.gov.au/for-consumers/residential-tenancies>

Northern Territory Consumer Affairs -

https://consumeraffairs.nt.gov.au/data/assets/pdf_file/0003/1301988/fact-sheet-enhanced-protections-and-options-for-victims-of-dfv.pdf

Northern Territory Consumer Affairs -

https://consumeraffairs.nt.gov.au/data/assets/pdf_file/0006/1301991/termination-due-to-experience-of-dfv-flow-chart.pdf

QUEENSLAND

Queensland Government – Residential Tenancies Practice Guide -

https://www.covid19.qld.gov.au/data/assets/pdf_file/0016/126313/residential-tenancies-practice-guide.pdf

Tenants Queensland - New-DFV-Fact-Sheet-Oct21PDF.pdf

tenantsqld.org.au

Residential Tenancies Authority Queensland - Domestic and

family violence – information for tenants | Residential Tenancies

Authority rta.qld.gov.au