

## **Covid-19 and the right to housing in Australia – focus on New South Wales**

The Tenants' Union of NSW is the peak body representing the interests of tenants in New South Wales. We are a Community Legal Centre specialising in residential tenancy law and policy, and the main resourcing body for the state-wide network of Tenants Advice and Advocacy Services (TAASs) in New South Wales. The TAAS network assists more than 25,000 tenants, land lease community residents, and other renters each year. We have long-standing expertise in renting law, policy and practice. The Tenants' Union NSW is a member of the National Network of Tenant Organisations (NATO) is an unfunded federation of State and Territory-based Tenants' Unions and Tenant Advice Services across Australia. We are also a member of the International Union of Tenants.

The focus of this submission is on measures taken by the New South Wales government, with a limited introduction and overview of national responses and issues. As indicated in the *Call for Input* we have provided summaries and hyperlinks to relevant documents, regulations and legislation.

### **Has your country declared a prohibition on evictions?**

#### **Context**

In Australia, rental housing regulation is largely a State and Territory responsibility, with the Federal Government's involvement limited to providing some funding for social housing, as well as Commonwealth Rent Assistance (CRA). CRA is a financial supplement paid by the Federal Government to recipients of Commonwealth income support and family tax benefit. There is no Housing Ministry and no funded national body for renting or housing issues. That said the Federal Government can and does play an important leadership and coordinating role as has been demonstrated in relation to the response for commercial tenancies.

#### **National community and government response to COVID-19 -**

In March a national community coalition of over 70 organisations and researchers released an open letter to the Federal Government, "Protect Our Communities – No Evictions in a Health Crisis"<sup>1</sup>. The letter called for "*a temporary eviction moratorium is a necessary measure to prevent the spread of COVID19. The economic costs will need to be shared across the community. Before the stop on evictions is lifted, governments must have a plan to ensure the whole community can recover, and not leave some burdened with debt*". The letter was published on **19 March** and the petition went live. When the petition hit over 10,000 signatures it was presented to State and Territory governments, it went to 12,500 signatures.

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<sup>1</sup> <https://actionnetwork.org/petitions/protect-our-communities-no-evictions-during-a-health-crisis>

Throughout the pandemic people have become more acutely aware of the imbalanced nature of the renting system. Petitions calling for rents and mortgages across Australia to be reduced or waived entirely have attracted hundreds of thousands of signatures while a campaign of rent strikes attracted more than 16,000 sign-ons. Local campaigns attempting to prevent evictions of especially vulnerable people also received media attention. These actions, particularly at this scale, were unlikely to occur and speak to the level of distress the community felt and the lack of confidence in a negotiation process.

### **National Moratorium on Evictions**

On **29 March** the Prime Minister announced a 6-month moratorium on evictions for people who are facing financial distress due to the coronavirus. The National Cabinet (prime minister and all state and territory premiers and chief ministers) made a commitment to look further at residential tenancies and agreed to a national mandatory code of conduct for commercial leases.

On **3 April** the Prime Minister announced the “National Code of Conduct”<sup>2</sup> for commercial tenancies. The Code imposes clear directions for negotiating changes to tenancy agreements that adhere to 14 Principles including no evictions due to non-payment of rent; landlords must offer rent waivers and deferrals based on the tenant’s loss of income; benefits that owners get for their properties (e.g. reduced charges, land tax, deferred loan payments) should be passed on to the tenant; a freeze on rent increases; and where an agreement cannot be reached they are referred to binding mediation.

### **What about residential tenancies?**

On **7 April** the Prime Minister said - “Residential tenancies will now be dealt with directly by each of the state and territory jurisdictions. The issues that we’ve worked on as a National Cabinet have been to deal with the commercial issues, because they have that broader national economic impact, and the residential tenancies are a matter for state and territory governments, and they’ll be addressing that specifically in each jurisdiction”

### **What has this meant for renters?**

Without the clear national direction that was given for commercial tenancies, residential tenants and other renters have not had a consistent experience across the country:

- Not all tenants are safe from eviction even if they are suffering financial hardship due to the pandemic, and where there is some form of moratorium not all renters are protected. This means that people are being removed from their homes at a time when the community is still being required to minimise contact with others.
- Rent reduction processes are generally not regulated and are causing hardship as tenants’ debts grow and put their homes at risk.
- If renters find themselves facing debt if they stay in their home, many will then bear further costs moving is their only option because of penalties and costs associated with breaking leases.

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<sup>2</sup> <https://www.business.gov.au/Risk-management/Emergency-management/Coronavirus-information-and-support-for-business/Relief-for-commercial-tenancies>, 29 May 2020

- Some renters are even facing rent increases, pushing those who may just be managing into hardship and even evictions.
- Only a few governments have made financial support available for both tenants who even with rent reductions still struggle with their rent, or landlords who have agreed to reductions but then struggle themselves

Overall, the focus across the country has been on varying measures encouraging rent reductions to keep people in their homes, rather than any comprehensive restrictions on evictions.

On **18 June** the national coalition of tenancy and housing organisations wrote another Statement<sup>3</sup> to the National Cabinet highlighting the outstanding issues and calling for a minimum standard of measures:

- Stop evictions for rental arrears or evictions where the tenant is not at fault, covering all tenants including occupants.
- Supporting renters to terminate a rental contract that is no longer viable and is causing hardship, without being burdened with unfair debts or penalties.
- A requirement for binding arbitration where tenants and landlords cannot reach agreement on a rent reduction. This arbitration should consider the financial position of both tenants and lessors.
- A temporary freeze on any rent increases.
- Direct financial support for tenants who, after genuine rent reductions have been applied, would struggle to afford their rent.
- A requirement for banks and insurers to offer genuine relief to landlords who have reduced rent

There has been no response to the letter.

**If a prohibition was declared, indicate its legal basis and how long it will last. Please specify if it is a general prohibition and if it also applies to persons living in informality or in informal settlements. Is the prohibition of evictions restricted to tenants or mortgage payers who have been able to pay their rent or serve their mortgages, or broader?**

As noted above, while an eviction moratorium was declared at a national level it was left to the State and Territory governments to implement it without any further guidance or directions.

**Appendix 1** provides a comparison of how the jurisdictions across the country have responded; the table includes links to regulations as well as community information resources. The lack of agreement and guidance at a national level has resulted in inconsistency and confusion for all stakeholders across the country.

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<sup>3</sup> <https://www.rentingandcoronavirus.com.au/statement>

On **June 9** the unfunded National Association of Tenant Organisations made a joint submission to the Federal Government's Inquiry into the COVID-19 response<sup>4</sup> outlining the issues for renters across the country. Submissions will soon be made public. The Committee is due to report on or before 30 June 2022.

A major concern across the country is what happens when the responses come to an end<sup>5</sup> both in relation to when financial support may end and many renters face paying accrued debts from rent deferrals and also when landlords are able to terminate agreements for arrears.

Note the following information is limited to New South Wales (NSW). There is no funded national tenancy body resourced to coordinate a national submission within the timeframe for these submissions.

The NSW Government has a range of general COVID-19 related services and assistance, not directly related to housing they can be found on their "Supporting NSW during COVID-19" webpage.<sup>6</sup>

In relation to social housing, the public housing department will not proceed with their annual CPI rent increase and will not evict tenants in rental arrears if they agree to a payment plan of 2% of income. Tenants currently facing eviction will be asked to go on specific performance orders rather than being evicted. Tenants who have lost their jobs will be put on \$5 a week rent until Centrelink payments are provided. Community housing providers have been requested to provide the same level of support.

#### **Have any measures been taken to ensure that households are not cut-off from water, heat or other utility provision when they are unable to pay their bills?**

NSW households having difficulties paying energy bills have access to \$50 vouchers sent to energy retailers<sup>7</sup>. Beyond that, households are being directed to over seventy pre-COVID-19 rebates and savings programs with different eligibility requirements<sup>8</sup>. These include Economic Support Payments of up to \$750<sup>9</sup>, Low Income Household Rebates for energy bills, and Energy accounts Payment Assistance.

#### **Please provide any information about other legal or financial measures aimed to ensure that households do not lose their home if they cannot pay their rent or mortgage?**

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<sup>4</sup> At the time of writing the submissions were not yet public, they will be available at [https://www.aph.gov.au/Parliamentary\\_Business/Committees/Senate/COVID-19](https://www.aph.gov.au/Parliamentary_Business/Committees/Senate/COVID-19), 19 June 2020.

<sup>5</sup> <https://www.theguardian.com/australia-news/2020/jun/18/experts-warn-of-housing-time-bomb-when-covid-rent-laws-expire-and-welfare-halves>. 18 June 2020.

<sup>6</sup> <https://www.service.nsw.gov.au/covid-19>, 19 June 2020.

<sup>7</sup> <https://www.service.nsw.gov.au/transaction/energy-accounts-payment-assistance-eapa-scheme>

<sup>8</sup> <https://www.service.nsw.gov.au/campaign/cost-living>

<sup>9</sup> <https://www.servicesaustralia.gov.au/individuals/services/centrelink/economic-support-payment>, 19 June 2020

In terms of mortgages, at a national level government encouraged bank and financial institutions to offer mortgagees deferrals and extensions on their mortgages.<sup>10</sup> As noted in the point above NSW mortgagees are also directed to general rebates and supports.

Assistance for rental households is not as broad based or easy to access as mortgage deferrals, although the NSW Government did allocate as an initiative on homelessness around \$20 million for rent subsidies ([a range of Rent Choice 'products'](#)) and introduce a relatively generous rent assistance product, the Rent Choice Assist COVID-19 Response<sup>11</sup>. This product provides a private rental subsidy for up to twelve months. However, persons can only be assisted if their property falls within “reasonable market rent” and their affordability range. This ensures that they have the capacity to afford private rental accommodation at the end of the subsidy period. This is limited to Australian citizens and those with permanent residency in Australia. Funding for this range of rent assistance products is limited, and already (at 22 June) eligibility criteria are being tightened because funds are running low. For more detail and a critique of assistance see our Blog<sup>12</sup>

The NSW Government also hoped to encourage landlords to offer appropriate rent reductions for impacted tenants via land tax relief. The relief was delivered as a waiver of up to 25% on land tax for landlords required to pay land tax where they have passed an equivalent waiver on as reduced rent. However not all NSW landlords are required to pay land tax – in fact the number is quite small at around only 16%.

The NSW Government has a webpage outlining a range of financial support products for individuals and households depending on their circumstances, some of which are directly COVID-19 related, many are not. It also has a “COVID-19 Assistance Finder”<sup>13</sup> that guides people to what they are eligible for depending on housing situation and whether they have children; age, resident status, identification as Aboriginal or Torres Strait Islander; whether studying and employment status; and COVID-19 impact.

### **What measures have been taken to protect persons living in informal settlements, refugee or IDP camps, or in situation of overcrowding from COVID-19?**

Not strictly a measure introduced re overcrowding, but recognising the close proximity and shared common spaces in registrable boarding houses the NSW health department worked with local government and operators to provide targeted COVID-19 clinics and testing facilities, and some limited PPE for registrable Boarding Houses early on during the pandemic. Some provision for

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<sup>10</sup> <https://www.ausbanking.org.au/a-covid-19-mortgage-deferral-wont-affect-your-credit-rating/> accessed at 19 June 2020.

<sup>11</sup> <https://www.facs.nsw.gov.au/housing/help/ways/renting-private-market/help-keeping-your-current-private-rental/rent-choice-assist-COVID19-response/rent-choice-assist-covid-19-response>

<sup>12</sup> Robert Mowbray, <https://www.tenants.org.au/blog/avoiding-spring-carnage-nsw-government-rental-assistance-during-covid-19-crisis>, 4 June 2020.

<sup>13</sup> <https://disasterassistance.service.nsw.gov.au/covid#step1>

alternative temporary accommodation was made in case an outbreak of COVID-19 occurred in a registrable Boarding House and where self-isolation might be required.

**Have any measures been taken to provide safe accommodation for persons in situation of homelessness during the pandemic and in its aftermath? If yes, how many persons were housed, in what form, where and for how long? How will it be ensured that persons provided with temporary accommodation will have access to housing after the crisis?**

The response in relation to homelessness is dependent on individual circumstances. In addition to the general homelessness support initiatives listed below, people may also be able to access additional supports where they fall into specific targeted categories (see our answer to the final question).

We do not have access to figures for the number of people housed. At this point in time there is no commitment to assistance after the crisis.

There is a range of temporary accommodation options available across NSW, including accommodation suitable for self-isolation.<sup>14</sup> On 27 March 2020, the NSW Government announced an additional \$34 million to prevent and respond to homelessness in response to COVID-19. Of this around \$20 million was put towards the Rent Choice assistance products discussed earlier (Rent Choice Assist COVID-19, Start Safely, Rent Choice Youth, etc). The \$34 million package also includes an increase of \$14 million to support more people with temporary accommodation, including to accommodate rough sleepers for as long as is necessary. The Together Home project, involves the NSW Government, community housing providers, specialist homelessness services and health services. The package of support is designed to help get people off the streets for good. It will provide access to the services people need to maintain their tenancy, improve their health and wellbeing and move towards training and employment. The length of assistance offered is based on an assessment of a client's immediate housing needs. The usual limit of 28 days of temporary accommodation in a year will not be applied for rough sleepers and other people who are homeless during the pandemic.

The initial period of temporary accommodation has been increased from 2 nights to 5 nights. This initial period is used to provide accommodation while identifying what medium and longer-term options the person may have. This can be extended over the phone, without needing to visit the local housing office. Specialist Homelessness Services providers work on local service continuity plans. This includes prioritising crisis accommodation and rough sleeper supports, assisting providers with additional staffing costs and supporting clients who need to self-isolate with temporary accommodation. At the time of writing, there is no further detail of the program available.

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<sup>14</sup> <https://www.coronavirus.dcj.nsw.gov.au/services/housing-and-homelessness>

The NSW government established a Sydney Rough Sleeper COVID-19 Taskforce with the City of Sydney, local health districts and homelessness services to develop a co-ordinated response to support Aboriginal people sleeping rough during COVID-19.<sup>15</sup>

**What measures have been taken by authorities to ensure that migrant and domestic workers continue to have access to secure housing during the pandemic and in its aftermath?**

No specific measures we are currently aware of.

**What measures have been taken to ensure protect older persons, persons with disabilities, migrants, women, and children from the pandemic, abuse, neglect or violence at the place where they are living or have been asked to stay? Please specify in particular measures taken to protect persons housed in institutions, shelters, care homes, psychiatric hospitals or detention.**

As already noted, there are a range of general assistance measures available to people living in NSW. In addition to them, there have been a few announcements about specific measures for some groups.

**Multicultural communities** - additional funding package of \$6 million was announced on 3 June, to fund specialist migrant and settlement NGOs, and multicultural community organisations to provide basic support to vulnerable people including those at risk of or experiencing domestic violence.

**International students** - Government announced on 15 May that it will fund temporary crisis accommodation for stranded international students as part of a \$20 million package. The package includes a temporary housing scheme, targeted at students in need and delivered through approved student accommodation or homestay providers. It also provides increased support via the International Legal Service NSW, making available 50,000 free subscriptions to the multilingual My Legal Mate student app. A new 24/7 international student support service provides free advice and information about other measures.

**Domestic Violence** – On 26 May there was an announcement \$12.8 million from the NSW Government and \$8.8 million from the Commonwealth Government to boost services. The initiatives include:

- Access to more funding for the state's 84 women's refuges for additional staff, more training, and basic supports like food vouchers or safe phones for victims;
- Funding to allow companion animals to be accommodated in women's refuges or animal shelters so women can leave violent homes without worrying their pet will be harmed; and

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<sup>15</sup> Page 32 [https://facs-web.squiz.cloud/\\_data/assets/pdf\\_file/0005/779027/COVID19-FAQ-SHS-webinar-31-March-2020.pdf](https://facs-web.squiz.cloud/_data/assets/pdf_file/0005/779027/COVID19-FAQ-SHS-webinar-31-March-2020.pdf), NSW Government, Communities and Justice, 31 March 2020

- A six-month 'pop-up' safe house in the Manly area to give highly vulnerable women and their children temporary and emergency accommodation.

It is worth noting some of the COVID-19 allocated funds for the NSW Homelessness package were used to ensure rent assistance via already existing options for people experiencing domestic violence (Rent Choice Start Safely) would be available for more eligible renters during the pandemic.

We are also aware that many Domestic Violence community and crisis services extended hours and/or provided additional online communication channels to accommodate people who needed to seek help outside of business or regular service hours for safety reasons. These adaptations, however, were in the made undertaken using or reallocating existing resources.

**Aboriginal communities** – no specific measures or new funds in place for housing for Aboriginal communities and individuals, they are referred to existing services.<sup>16</sup>

**People on Temporary Visas** - These people cannot access most of the supports available to the rest of the community. The Red Cross has been given funds to provide emergency relief to people who are on temporary visas and in severe financial hardship due to Covid-19. Relief is provided via one-off payments to people who can't afford essentials like food and medicine. The Red Cross has advised that they will have to prioritise those with the most urgent needs first as they do not have enough funding to help everybody who is in financial hardship. Funding is available for people with no income, savings or financial support.

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<sup>16</sup> <https://www.coronavirus.dcj.nsw.gov.au/services/information-for-aboriginal-people>, 22 June 2020



Appendix 1 - Covid-19 and Renting National Regulation Comparison

	Qld	NSW	VIC	Tas	WA	NT	ACT	SA	Commercial Code
<b>Regulation status</b>	<a href="#">COVID-19 Emergency Response Act 2020 (Qld)</a> (Qld COVID-19 Emergency Response Act), Parts 8 and 9 23 April	<a href="#">Residential Tenancies Regulation 2019 (NSW)</a> , Part 6A. Commenced 15 April	<a href="https://content.legislation.vic.gov.au/sites/default/files/2020-04/20-11aa001%20authorised.pdf">https://content.legislation.vic.gov.au/sites/default/files/2020-04/20-11aa001%20authorised.pdf</a> Commenced 28 April	Commenced 27/3 <a href="#">Residential Tenancy Act 1997 (Tas)</a> (Tas RTA), sections 3A, 38A, 38B, 42, 53 and 56  2/4 <a href="#">Termination notices</a> , 23/4 <a href="#">No rent increases until June 30</a> .	Legislation now passed  <a href="http://bitly.ws/8sPg">http://bitly.ws/8sPg</a>	Legislation <a href="http://bitly.ws/8sPh">http://bitly.ws/8sPh</a>  Still waiting on modification notice to be published. This gives the nuts and bolts of our response.	Enacted 21/4 Effective 22 April <a href="http://bitly.ws/8sPe">http://bitly.ws/8sPe</a>	SA Emergency Response Bill 2020: commenced 9 April <a href="http://bitly.ws/8sPd">http://bitly.ws/8sPd</a>	<a href="http://bitly.ws/8sPc">http://bitly.ws/8sPc</a>  14 principles implemented by each S/T See below for S/T links
<b>Govt info link</b>	<a href="#">Residential HUB</a>	<a href="https://www.fairtrading.nsw.gov.au">https://www.fairtrading.nsw.gov.au</a>	<a href="#">Coronavirus (COVID-19) and your rights</a>	<a href="#">Residential tenancy - Changes to residential tenancies in Tasmania during COVID-19</a>	<a href="#">Residential tenancies - COVID-19 response</a>	<a href="#">Rental changes due to COVID-19</a> Very much initial information at this stage	<a href="https://www.covid19.act.gov.au">https://www.covid19.act.gov.au</a>	<a href="#">Government of South Australia, Consumer and Business Services: Rental advice due to COVID-19.</a>	<a href="#">Coronavirus-information-and-support-for-business/Relief-for-commercial-tenancies</a>
<b>Public info available</b>	<a href="https://tenantsqld.org.au/coronavirus-covid-19-information-2/">https://tenantsqld.org.au/coronavirus-covid-19-information-2/</a>	<a href="https://www.tenants.org.au/blog/renting-and-covid-19-information">https://www.tenants.org.au/blog/renting-and-covid-19-information</a>	<a href="https://www.tenantsvic.org.au/advice/coronavirus-covid-19/#rent">https://www.tenantsvic.org.au/advice/coronavirus-covid-19/#rent</a>	<a href="http://tutas.org.au/faq-covid-19-emergency-bill/">http://tutas.org.au/faq-covid-19-emergency-bill/</a>	We are in process of getting pro bono assistance to draft fact sheets	We haven't had time to draft yet and seeking further clarity.	<a href="http://bitly.ws/8sP8">http://bitly.ws/8sP8</a>	We refer people to the CBS website above and <a href="#">SACAT Fact sheet</a>	n/a
<b>Definition of Covid affected</b>	A tenant or resident suffers excessive hardship because of the COVID-19 emergency if, the person (or someone in their care) suffers from COVID-19, the person is subject to a quarantine direction, the person's place of employment is closed or restricted, the person is self-isolating, a travel restriction prevents the person working or returning home or the COVID-19 emergency prevents the person leaving or returning to Australia; <b>and</b> - the person suffers at least a 25% loss of income or the rent payable under their agreement or - is 30% or more of their income, with additional provisions where there is more than 1 tenant or resident	A household is impacted by COVID-19 if any rent-paying member of the household has lost or reduced their employment or income due to the COVID-19 pandemic (including if they are ill, or another household member or family member is ill, with COVID-19), and as a result the household's weekly income has reduced by at least 25%.	A person is unable to comply with, or it is not reasonably practicable for them to comply with, a term, provision or obligation due to a <b>COVID-19 reason</b> if: • a person is ill (whether or not the illness is COVID-19); • the person is complying with a public authority power or direction or public recommendation from the State or Chief Health Officer related to the COVID-19 pandemic. • doing so will cause severe hardship; or • any exceptional circumstances arise relating to the COVID-19 pandemic			A <b>person</b> is suffering <b>COVID-19 hardship</b> if a government COVID-19 direction causes: • the <b>rent</b> payable under a tenancy agreement to exceed 30% of household income; • the person's health or safety to be at risk; or any of the above hardship being made worse.	<b>if any rent-paying member of the household</b> has lost or reduced their employment or income due to the COVID-19 pandemic (including if they are ill, or another household member or family member is ill, with COVID-19), and as a result the household's weekly <b>income</b> has reduced by at least 25%	Throughout the Act it just refers to a person who is suffering financial hardship as a result of the COVID-19 pandemic.	Applies to all tenancies that are suffering financial stress or hardship as a result of the COVID-19 pandemic as defined by their eligibility for the JobKeeper programme, with an annual turnover of up to \$50 million
<b>Evictions moratorium</b>	Y, only for COVID affected renters in rent arrears	Y	Y	Y	Y	• N, only extension on notice periods	Y	Y	Y
<b>Length of moratorium (incl dates)</b>	29 March to <b>29 September</b> , or last day of the emergency	6 months from 25 March, ie <b>25 Sept.</b>	Cannot be evicted between 29 March and <b>26 Sept</b> for arrears caused by Covid-19 impact	Until <b>June 30</b> - will be reviewed and may be extended.	Emergency period as defined in Act is 30 March until <b>28 Sept 2020</b>	120 days ( <b>July</b> ) for rental arrears evictions, LL & Tenant can apply for Hardship, no time periods.	3 months from 22 April, ( <b>22 July</b> ) can be extended for a period of no more than 3 months	30 March - <b>10 Oct</b>	6 months ( <b>September</b> )
<b>Tenure coverage</b>	General tenancies and rooming	Tenancies and in some cases boarding houses	Tenancies, rooming houses and caravan parks	Residential Tenancies and Boarding Premises	Residential tenancies, residential parks (long-stay) tenants, and 'accommodation agreements' (boarders and lodgers)	Only tenancies under current law, so no Boarders/Lodgers, Caravan Parks. No other occupancies (exception Flinders House for international students)	Tenancies and very limited protections for occupancies (other rentals)	Tenancies and also apply to residential park tenancy agreements, residential park site agreements or residential park agreements under the RPA	Retail, office, industrial.

	Qld	NSW	VIC	Tas	WA	NT	ACT	SA	Commercial Code
<b>Type of evictions prevented during moratorium</b>	<p><b>Dispute resolution process</b> applies where a tenant's non-payment of rent is due to COVID-19 related hardship; and, if the T or R is COVID affected and they want to end the agreement in QCAT for Excessive Hardship – now must go through DR.</p> <p>If the T or R is COVID affected (by definition):</p> <ul style="list-style-type: none"> <li>eviction is prevented for rent arrears; and,</li> <li>if the tenancy ends during the period an extension have to be offered to September 30 unless the T or R wants shorter.</li> <li>A landlord is not prevented from ending a residential tenancy agreement for reasons other than failure to pay rent; or due to a notice to leave, or applying to the tribunal for a termination order, before 29 March 2020</li> <li>New grounds for ending a tenancy (periodic only) for the lessor/family to move in.</li> </ul> <p>If you are not COVID affected (by the definition):</p> <ul style="list-style-type: none"> <li>your tenancy can still be ended without grounds.</li> <li>for failure to pay rent and all other grounds which applied pre COVID.</li> </ul> <p>Whether or not you are COVID affected, your tenancy can now be ended DURING the fixed term if the lessor wants to sell or prepare the property for sale (2 months+).</p>	<p>60 day moratorium on all evictions for COVID affected (lost 25% of income) rent arrears from 15/4/20, ie to <b>June 14,</b></p> <p>After 60 days restrictions remain for 4 months. Then landlord can only evict if demonstrates attempted mediation after negotiations failed &amp; eviction fair and reasonable.</p> <p>LL must give at least 90 days' notice for terminating a F/T at the end of the term, a periodic tenancy, for breach (other than non-payment of rent or charges) or a tenancy of 20 years or more</p> <p>Residents of boarding houses must have 90 days' notice before eviction</p>	<p>Tenants Vic advising tenants to speak to their landlords, try to reach an agreement. Providing sample letters.</p> <p>A landlord or mortgagee for rented premises must not give a tenant a notice to vacate premises in certain circumstances, including for the tenant's damage to the premises, dangerous act or omission, non-payment of rent for at least 14 days or failure to pay the bond.</p> <p>A landlord or mortgagee may apply to the Tribunal for an order to terminate a tenancy agreement or a possession order. The Tribunal may make a termination or possession order if certain circumstances exist to warrant the termination or repossession.</p>	<p>No tenant can be evicted for any reason other than violence or willful damage prior to 30 June 2020.</p> <p>Advising tenants to remedy any breaches that have triggered a notice to vacate for a breach relating to damage, nuisance etc.</p>	<p>Evictions permitted only in certain circumstances:</p> <p>Where tenant is causing serious injury to person or damage to property</p> <p>Where tenant is not paying rent and it is not due to financial hardship caused by economic effects of COVID pandemic</p> <p>Where agreement is frustrated or where landlord facing undue hardship</p> <p>Where agreement is periodic, and landlord has entered into contract of sale for premises</p>	<p>None, only extended time periods, including fixed term (14 days now 60) and periodic (42 days now 60)</p>	<p>Where there is an impacted household LL must not</p> <ul style="list-style-type: none"> <li>Issue termination notice because of rent arrears, or</li> <li>Apply for TPO for rent arrears</li> </ul> <ul style="list-style-type: none"> <li>Applies regardless of when arrears happened and even if notice was given before reg.</li> <li>Notices served are void</li> </ul> <p>If an application was made for TPO ACAT must not make the order until after the moratorium, if TPO was made ACAT may suspend it.</p>	<p>LL unable to evict tenants experiencing financial hardship due to COVID.</p> <p>SACAT will take into account undue hardship to tenants and landlords</p> <p>No legislative clarity on what happens with arrears.</p>	<p>Landlords must not terminate leases due to non-payment of rent during the COVID-19 pandemic period (or reasonable subsequent recovery period)</p>
<b>Ending agreements early</b>	<p>Extreme hardship</p> <ul style="list-style-type: none"> <li>T or R (or all those named on the agreement) have lost 75% of income and</li> </ul>	<p>Only where landlord won't engage in rent reduction negotiations.</p> <p>T must apply to NCAT. T can only be required to pay up to</p>	<p>A tenant must not give a landlord a notice of intention to vacate premises in certain circumstances, unless certain criteria is satisfied.</p>	<p>Tenants can apply to the Residential Tenancy Commissioner to terminate a tenancy due to severe COVID-19 related hardship. Need evidence – e.g proof of</p>	<p>Tenant can give not less than 21 days' notice to terminate PTA or FTA before end date of FTA if experiencing financial hardship as result of</p>	<p>Tenants and Landlords can apply for Hardship – some strict rules and confusing provisions.</p>	<p>No new provisions. Under existing RTA a tenant can apply to Tribunal to terminate for hardship, aside from length of time to go to hearing, it can be up to 8</p>	<p>Tenants or landlords can make an application to terminate a tenancy agreement on the grounds of hardship.</p>	

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	<p>have less than \$5,000 in savings.</p> <ul style="list-style-type: none"> <li>DV makes someone unsafe in the tenancy.</li> </ul> <p>In both cases a f/t can be ended with notice and 1 weeks' compensation.</p> <p>- if T or R is COVID affected by definition and wants to end for EH, they must now go through DR first.</p>	<p>a maximum of 2 weeks rent in compensation. The Tribunal also has discretion not to impose any fee at all.</p>	<p>A tenant is not liable to pay compensation or lease break fees or charges if a tenancy agreement ends early in certain circumstances.</p>	<p>job/income loss, proof don't qualify govt. benefits.</p> <p>Commissioner could still order a tenant to pay some compensation.</p> <p>There is a COVID application to terminate lease due to hardship.</p>	<p>economic effects of covid-19 pandemic</p> <p>Tenant can apply to terminate for undue hardship for other reasons</p>		<p>weeks before end of the agreement.</p>		
<b>Rent – waived, deferred or reduced?</b>	<p>If proof of COVID income reduction, negotiated rent reduction, compulsory conciliation if no agreement. 25% of income will be used as a benchmark</p> <ul style="list-style-type: none"> <li>Up to negotiation. QCAT has must take into consideration the financial and medical effect of the COVID-19 emergency on the applicant and any other party for the application; and the difficulty the applicant and any other party for the application may have in complying with the tribunal's decision</li> </ul>	<p>Tenants and landlords advised to negotiate a reduction.</p> <p>No mandatory code of conduct as with commercial tenancies which sets out principle of proportionality – rent reduced in line with income loss.</p> <p>Fair Trading provides a dispute resolution process if an agreement cannot be reached. No binding decision if an agreement cannot be reached.</p> <p>If a tenant is in arrears and a landlord wishes to terminate the tenancy after 14 June, they are required to try to negotiate a reduction in rent before they can apply to NCAT for this to happen.</p> <p>NCAT cannot set a rent reduction.</p>	<p>“Fast tracked” dispute resolution service for tenants and landlords ‘who struggle to strike a deal’</p> <p>A tenant can apply to the Tribunal for an order to reduce rent, or for a payment plan to pay rent, under a tenancy agreement</p>	<p>TU Tas encouraging tenants to negotiate with LL re rent reduction.</p> <p>Cautioning tenants that the moratorium on evictions is not a rent holiday.</p> <p>Tenants’ Union urging Premier to broaden Mandatory Code for Commercial Tenancies to Residential Tenancies. If broadened, would result in tenants only having to pay rent proportionate to their loss of income.</p>	<p>Tenants and Landlords to enter ‘rent repayment arrangement’ to agree how rent will be paid or repaid after expiry of emergency period</p> <p>If no agreement, mandatory conciliation process through Consumer protection before parties can apply to court</p> <p>No basis for rent to be reduced or waived without agreement (except under normal circumstances)</p>	<p>Renters required to provide proof of hardship, Tribunal has jurisdiction to decide if it cannot be negotiated and this appears (not firm yet) as though it will be through a hardship application. No real guide except rent should not be more than 30% of income broadly.</p> <p>Commissioner of Tenancies (at Consumer Affairs) can issue a ‘Certificate of Hardship’ if evidence is unable to be supplied, evidence broadly letter from employer or confirmation of approval for Cth Jobseeker.</p>	<p>No regulation aside from 3.LL and T can agree in writing on a temporary rent reduction. Parties can agree to extend the period if T continues to suffer financial hardship.</p> <p>It may be for a period beyond the operation of the reg; The reversion to the original rent is not an increase; the amount the reduced by is not arrears or a debt</p> <p>13 May Govt introduced free mediation service. No binding decisions</p> <p>For occupants (not tenants) - where there is a reduced occupancy fee and the period ends this is not an increase and the amount the fee is reduced by under the agreement is not arrears or a debt</p> <p>25% rent reduction = rebates on rates &amp; land tax.</p>	<p>No reference to reduction of rent or what happens with arrears once moratorium is over.</p> <p>SACAT states that it will make orders with payment plans or any order it considers appropriate, and unless ordered otherwise tenants remain responsible to make up the balance at some date in the future.</p> <p>Act says Tribunal cannot order interest to be paid</p>	<ul style="list-style-type: none"> <li>Landlords must offer tenants proportionate reductions as waivers and deferrals during the pandemic period and a subsequent reasonable recovery period.</li> <li>Rental waivers must constitute no less than 50% of the total reduction in rent payable and should constitute a greater proportion of the total reduction in rent payable in cases where failure to do so would compromise the tenant’s capacity to fulfil their ongoing obligations. Regard to the Landlord’s financial ability to provide such additional waivers.</li> <li>Payment of rental deferrals must be amortised over the balance of the lease term and for a period of no less than 24 months,</li> <li><b>Binding mediation</b> - Where landlords and tenants cannot reach agreement, the matter should be referred and subjected (by either party) to applicable state or territory retail/commercial leasing dispute resolution processes for binding mediation. Landlords and tenants must not use mediation processes to prolong or frustrate the facilitation of amicable resolution outcomes.</li> </ul>
<b>Rent increases frozen</b>	Not addressed.	No.	Yes - the landlord is not allowed to increase the rent for six months from 29 March 2020.	No.	No rent increases during emergency period	Not mentioned	LL may not increase the rent for an impacted household for the moratorium period	<p>Rent increases for affected household banned for moratorium period</p> <p>Reference to payments of rent also include payments of amounts relating to water supply and usage.</p>	<ul style="list-style-type: none"> <li>Landlords agree to a freeze on rent increases (except for retail leases based on turnover rent) for the duration of the COVID-19 pandemic and a reasonable subsequent recovery</li> </ul>

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									period, notwithstanding any arrangements between the landlord and the tenant.
<b>Entries/ Access</b>	T and R, if they are a vulnerable person, can refuse entries for non-essential activities like inspections. Entry for smoke detectors, safety switches still allowed. Emergency repairs must still be undertaken but released from routine repairs if specific circumstances prevent them entering.  T/R must undertake virtual inspection if the refuse entry.	NSW govt banned open house inspections.  Strict limits to other inspections must be COVID safe		During the emergency restrictions no general inspections. Entry only for urgent repairs, concern a tenant is ill or injured, a risk to tenant or damage.	No restrictions – government has just announced that re-allowing home opens	Only access for emergency repairs and 2 visits a week for prospective tenants and purchasers. Other provisions of the RTA still in place.	LL may only physically access with T's consent, for urgent repairs or if they have order from ACAT.  Inspections only by audio visual means, no physical access. Non-urgent repairs – within reasonable period with consent of tenant.	Except in exceptional circumstances, inspection of premises may only occur by virtual means.	
<b>Residential tenancy databases</b>	Protection for Ts and Rs who are COVID affected by definition from listing during the emergency for rent arrears and termination.	Restrictions on database listings for COVID-19 affected tenants	Prohibition on listing personal information about a person in a residential tenancy database due to a person's non-payment of rent due to a COVID-19 reason	No practical use of Rental Tenancy Databases in Tasmania	No mention	No listing if COVID or general hardship related.	No listing in relation to rent arrears breach during the moratorium period and if at the time the T was in impacted household.	Not allowed to be listed on RTD any matter relating to failure to pay rent due where tenant is suffering financial hardship due to COVID19, or any other matter SACAT orders not to be recorded	
<b>\$\$s - govt promised relief for landlords</b>	Land tax relief package if they satisfy criteria - <a href="https://www.qld.gov.au/environment/land/tax/covid-19">https://www.qld.gov.au/environment/land/tax/covid-19</a>	No detail re land tax relief for landlords.  Requirement for landlord to enter into negotiations with tenant does not hang on whether or not eligible for land tax relief. Any offer of rent reduction limited to what the landlord receives in relief can't be regarded as fair & reasonable.	Land tax relief for landlords involved in mediation process (\$420 million). If landlord provides tenant with 25% rent relief they will be eligible for 25% reduction on their land tax (while any remaining land tax deferred until Mar 2021)  A new Coronavirus Relief Deputy Commissioner established at State revenue Office to manage initiative.	None yet	Up to \$2000 for four weeks of rent announced Tenant must apply but landlord gets it paid directly to them Parties must be in a rent repayment arrangement Eligibility criteria for tenants to apply	Nil	25% rent reduction = rebates on rates & land tax	24 April - eligible landlords will be offered a 25% reduction on their 2019-20 land tax liability on affected properties.  Landlords would be required to pass on the full benefit of the land tax relief to their tenants impacted by COVID-19 restrictions	
<b>\$\$s - govt promised relief for tenants</b>	Ts have access to a one-off payment of up to 4 weeks rent (maximum of \$2000) available to those affected by the COVID-19 who do not have access to other financial assistance. Applications closed April 27.	Rent Choice Assist COVID-19 Response provides a private rental subsidy for up to twelve months. Applicants must demonstrate they are within the low income limit at time of application and have been impacted by COVID-19, that is: • must not own any assets that can be used to resolve their housing need. must have less than \$3,000 in cash.	\$80million rental assistance for tenants who meet criteria. Grant up to \$2,000 <a href="https://www.housing.vic.gov.au/help-renting/rentrelief">https://www.housing.vic.gov.au/help-renting/rentrelief</a>	On 25 May 2020 Rent Relief Scheme. Up to 4 weeks rent or \$2000.00 (whatever is less) to tenants in financial hardship. To be eligible tenants must: <sup>1</sup> • have experienced 'financial hardship'; • rent is more than 30 per cent of household income; household has less than \$5000 in savings		Nil	Nil	5 June announcement of rent relief - The \$1000 rent relief grants will be provided to landlords of eligible tenants, provided revised rental terms have been agreed that deliver rent relief of at least \$1,000. Applications open late June and close 30 Sept	
<b>Social housing</b>	Protected	•		• No evictions for all tenants including social housing tenants	Covered by moratorium. Unclear whether housing will continue to evict using 3 strikes.	Still waiting on Public Housing to announce their COVID policy, otherwise no change to social housing (except	\$250 payment to all social housing households by June. In addition to \$750 to social security, veteran and other	Will not be evicted	

<sup>1</sup> COVID-19 Rent Relief – Tenants Factsheet. As found at [https://www.communities.tas.gov.au/\\_data/assets/pdf\\_file/0027/89721/V1.2\\_TasGov\\_COVID19\\_Factsheet\\_-Rent-Relief-Tenants\\_D002.pdf](https://www.communities.tas.gov.au/_data/assets/pdf_file/0027/89721/V1.2_TasGov_COVID19_Factsheet_-Rent-Relief-Tenants_D002.pdf) (Accessed 5 June 2020).

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						some are Indigenous specific so restriction to access)	income support recipients and concession card holders		
<b>Other elements</b>	Lessors have extended powers to evict without showing they are COVID affected.		<p>A tenant or landlord is taken to not be in breach of a tenancy agreement if the purported breach is due to a COVID-19 reason.</p> <p>The Tribunal can make an order to reduce the term of a fixed term tenancy agreement and any consequential variations, if the applicant would suffer severe hardship if the term were not reduced.</p> <p>A tenancy agreement does not terminate unless the Tribunal makes a termination order, or it is terminated under certain limited scenarios.</p> <p>Establishment of a residential tenancies dispute resolution scheme</p>					<p>General protection for tenants who breach their residential tenancy agreement when complying with a COVID-19 related law</p> <p>A provision for the South Australian Civil and Administrative Tribunal to consider COVID-19 pandemic-related factors in cases of undue hardship to tenants or landlords and to make appropriate orders.</p> <p>A landlord is not entitled to compensation for non-payment of rent where the tenant is suffering financial hardship due to the COVID-19 pandemic.</p>	<ul style="list-style-type: none"> <li>Landlords and tenants share a common interest in working together</li> <li>Parties required to discuss relevant issues, negotiate appropriate arrangements, and to work towards achieving mutually satisfactory outcomes.</li> <li>Negotiate in good faith.</li> <li>Act in an open, honest and transparent manner, and will each provide sufficient and accurate information within the context of negotiations to achieve outcomes consistent with this Code.</li> <li>Any agreed arrangements will take into account the impact of the COVID-19 pandemic on the tenant, with specific regard to its revenue, expenses, and profitability. Such arrangements will be proportionate and appropriate based on the impact of the COVID-19 pandemic plus a reasonable recovery period.</li> <li>The Parties will assist each other in their respective dealings with other stakeholders</li> </ul> <p>The Parties will take into account the fact that the risk of default on commercial leases is ultimately (and already) borne by the landlord. The landlord must not seek to permanently mitigate this risk in negotiating temporary arrangements envisaged under this Code.</p>
<b>Positive elements</b>	Extension of protections to rooming accommodation residents.	Extra funds for tenancy services		Eligibility for rent relief is not limited to Australian citizens or permanent residents i.e. temporary visa holders may also apply.		RTD, increased penalties for LL breaches (traditionally not imposed)		Includes rooming houses and residential parks	<ul style="list-style-type: none"> <li>Landlords and tenants share a common interest in working together</li> <li>Parties required to discuss relevant issues, negotiate appropriate arrangements, and to work towards achieving mutually satisfactory outcomes.</li> <li>Negotiate in good faith.</li> <li>Act in an open, honest and transparent manner, and will each provide sufficient</li> </ul>
<b>Biggest issues</b>	Lessors have extended powers to evict without showing they are COVID affected and can end a fixed term agreement DURING the agreement. Ts have to proceed	No protection for international students or people facing eviction for reasons other than rent arrears.		What happens at end of COVID-19? Will tenants be required to pay all arrears within 14 days as required by Notice to Vacate?		<ol style="list-style-type: none"> <li>Penalties for misrepresentation.</li> <li>No share house coverage (or boarders or lodgers), so hard if one sharer is in hardship as taken off whole household income.</li> </ol>		Outcomes mainly rely on discretion of SACAT to order as they see fit	<ul style="list-style-type: none"> <li>Negotiate in good faith.</li> <li>Act in an open, honest and transparent manner, and will each provide sufficient</li> </ul>

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	through DR if they want to end the agreement for EH and are COVID affected. Lessors remain able to go directly to QCAT for EH terminations.	Lodgers, people in share houses will find it tricky to access protections Guidelines not clear enough – moratorium measure don't address imbalance of power between tenant & landlord  Very concerned about rent reductions primarily deferral – putting off payment of an accrued debt I				3. Poorly drafted, so weird conditions around fixed to periodic and different treatment. 4. No flexibility for if a tenant wants to agree to things, such as access for normal repairs or renovations. 5. No guidelines for negotiation and no third-party negotiation until Tribunal or anything addressing power imbalance. 6. Huge issue in that tenants must notify within 14 days of knowledge or date of mod notice of Covid hardship – looks like they will lose the extended time periods if they forget this. Generally very confusing!!			and accurate information within the context of negotiations to achieve outcomes consistent with this Code. ● Any agreed arrangements will take into account the impact of the COVID-19 pandemic on the tenant, with specific regard to its revenue, expenses, and profitability. Such arrangements will be proportionate and appropriate based on the impact of the COVID-19 pandemic plus a reasonable recovery period. ● The Parties will assist each other in their respective dealings with other stakeholders ● The Parties will take into account the fact that the risk of default on commercial leases is ultimately (and already) borne by the landlord. The landlord must not seek to permanently mitigate this risk in negotiating temporary arrangements envisaged under this Code.
<b>Parliamentary COVID response inquiries</b>	Public submission deadline is 3 July <a href="https://www.parliament.qld.gov.au/work-of-committees/committees/HCDSDVPC/inquiries/current-inquiries/COVID-19">https://www.parliament.qld.gov.au/work-of-committees/committees/HCDSDVPC/inquiries/current-inquiries/COVID-19</a>	Officials only so far reporting <a href="https://www.parliament.nsw.gov.au/committees/inquiries/Pages/inquiry-details.aspx?pk=2593#tab-termsreference">https://www.parliament.nsw.gov.au/committees/inquiries/Pages/inquiry-details.aspx?pk=2593#tab-termsreference</a>	Public subs to 31 July <a href="https://www.parliament.vic.gov.au/paec/inquiries/inquiry/1000">https://www.parliament.vic.gov.au/paec/inquiries/inquiry/1000</a>	Nothing announced <a href="https://www.examiner.com.au/story/6720963/premier-has-no-issue-with-scrutiny-of-covid-19-response/">https://www.examiner.com.au/story/6720963/premier-has-no-issue-with-scrutiny-of-covid-19-response/</a>	Nothing announced	No call for submissions <a href="https://parliament.nt.gov.au/committees/PAC/COVID">https://parliament.nt.gov.au/committees/PAC/COVID</a>	Public submissions. Hearings to 25 June. Committee handed down 2 interim reports, 6 recs relating to specifically to renters. Government response tabled 4 June 2020 <a href="http://bitly.ws/8J7J">http://bitly.ws/8J7J</a>	<a href="#">COVID-19 Response Committee</a> appointed 8 April	