

# Family and domestic violence tenancy legislation

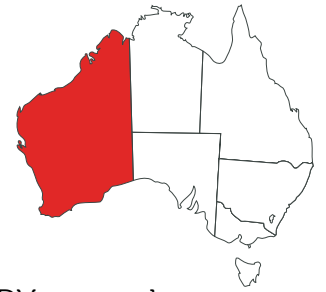
## State by state

Our state-by-state guide provides an overview of what landlords and property managers need to know about tenancy matters when it comes to domestic violence situations. Please always refer to the applicable residential tenancy laws and authorities in your jurisdiction for the most up-to-date information.

## Contents

<b>Western Australia</b>	<b>3</b>
<b>South Australia</b>	<b>5</b>
<b>Northern Territory</b>	<b>7</b>
<b>Queensland</b>	<b>9</b>
<b>New South Wales</b>	<b>11</b>
<b>Australian Capital Territory</b>	<b>13</b>
<b>Victoria</b>	<b>15</b>
<b>Tasmania</b>	<b>17</b>

# Western Australia

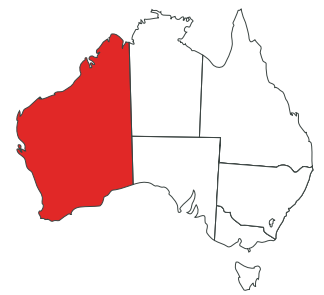


In April 2019, the Western Australian State Government amended the *Residential Tenancies Act 1987* to provide greater protections for survivors of family and domestic violence (FDV).

## What landlords and agents need to know:

- › Impacted tenants can leave a tenancy without going to court and provide you with seven days' notice. They must provide you with a Notice of Termination (Residential Tenancy FDV Termination Notice) and provide evidence of FDV (such as a domestic violence order, family court injunction or order, or official Consumer Protection family violence report evidence form). Tenants can leave right away for their own safety but will need to pay rent until the end of the notice period. You cannot challenge a tenant's request to break the agreement if the notice and supporting evidence have been properly completed and at least seven days' notice has been given. You cannot charge them any other fees or charges for leaving early.
- › If there are co-tenants, you must give the co-tenant a copy of the notice to terminate on grounds of family violence, but you must not include the evidence or disclose that information to the co-tenant (you can be prosecuted if you do). You must give the co-tenant seven days to decide if they want to continue with the tenancy agreement. If a co-tenant wants to stay, you must let the lease continue. You cannot tell them they have to leave. If the co-tenant decides to leave, they must give you 21 days' notice.
- › Tenants impacted by FDV can apply to the Magistrates Court to have an alleged perpetrator's name removed from a lease. You will receive notice from the court, and you have the right to participate in the proceedings if you wish.
- › In the case of damage to the premises or unpaid rent because of FDV, the magistrate can assign liability to the alleged perpetrator. Either a vacating or remaining tenant will need to apply for this court order. If there is no court order, all tenants remain jointly liable for any damages and/or debt. This provision can only be used if a tenant's interest in the tenancy has been terminated due to FDV circumstances.
- › The court can also make an order to pay out some of the security bond to any tenant who is leaving the tenancy if they don't owe you any money, and/or to you if you are owed money for any damages and debt. You can ask any remaining tenants to top-up the bond if any of the bond has been refunded to the tenant impacted by FDV.
- › The tenant impacted by FDV can change the locks without your permission but must give you a set of keys within seven days.
- › The tenant impacted by FDV can make security upgrades without your permission but must let you know about the upgrades, have security installed by a qualified tradesperson, pay for the upgrades (unless you have agreed to pay for them), give you a copy of the invoice, follow laws or strata rules, take into consideration the age and





character of the property, and be aware of any health risks. You can ask the tenant to remove the security upgrades when they vacate the premises.

- › You cannot place the tenant impacted by FDV on a tenancy database ('blacklist') or prejudice their future renting opportunities in any way. Tenants can ask for their name to be removed from a tenancy database if the listing was because of FDV.

### **More info:**

- › **Safe Tenancy WA**
- › **Consumer Protection**
- › **Residential Tenancies Act 1987**



# South Australia



In November 2015, the South Australian State Government passed the *Residential Tenancies (Domestic Violence Protections) Amendment Act 2015* to provide protection against financial penalties for survivors of family and domestic violence (FDV) who are renting their homes. Additional reforms were passed in 2023 which came into effect on 1 July 2024.

## What landlords and agents need to know:

- › Tenants impacted by FDV can terminate their tenancy directly and immediately with you without applying to the South Australian Civil and Administrative Tribunal (SACAT) by submitting a Notice of Termination by Tenant on Grounds of Domestic Abuse and including supporting evidence (copy of intervention order and a signed report from an authorised professional).
- › They can give you seven days' notice to end a tenancy if they need to vacate to obtain temporary crisis accommodation. They need to provide you with a Termination by Tenant Where Certain Circumstances Apply Form and include the name of the crisis accommodation provider.
- › You must not use or disclose any evidence of FDV without your tenant's consent except to refer a matter to the police, a child protection agency, or if it is reasonably necessary for your tenant's protection.
- › Tenants impacted by FDV and co-tenants can apply to SACAT for an order to:
  - terminate a tenancy;
  - allow them to stay in the property without the alleged perpetrator; or
  - leave the property and terminate their responsibility under the tenancy.
- › A person who is protected by an intervention order and normally lives at the rental but is not listed on the tenancy agreement can apply to SACAT for the agreement to be varied so that they can remain at the premises without the alleged perpetrator.
- › SACAT can decide who is responsible for paying compensation to you for damage caused to your property. This means SACAT can refund a portion of a rental bond to the impacted tenant and hold a co-tenant responsible for any damage they caused, even when the amount of the compensation owed to you is greater than this tenant's portion of the bond.
- › SACAT can determine how the bond will be refunded.
- › SACAT can stop you from listing tenants on a residential tenancy database (tenant 'blacklist') for damage caused by the perpetrator.
- › SACAT can invalidate your termination notice if the tenant has been subject to domestic abuse and the termination was due to the perpetrator's domestic abuse.
- › An impacted tenant or person protected by an intervention order experiencing FDV can change the locks or install security devices without your permission. They must advise you they have made the change, provide you with a set of keys and evidence of abuse. If there is no intervention order in place, they must get your permission to change the locks or install security devices. If the tenant believes permission is being unreasonably withheld, they can apply to SACAT.





### More info:

- › Residential tenancy protection for people experiencing domestic violence
- › Domestic violence protections for renters
- › SACAT
- › Residential Tenancies Act 1995
- › Residential Tenancies (Domestic Violence Protections) Amendment Act 2015
- › Residential Tenancies (Miscellaneous) Amendment Bill 2023



# Northern Territory



In July 2020, the Northern Territory Government passed the *Justice Legislation Amendment (Domestic and Family Violence) Act 2020*. In November 2023, the Residential Tenancies Legislation Amendment Bill 2023 was passed which includes changes to family and domestic violence (FDV) protections. The changes came into effect on 2 January 2024.

## What landlords and agents need to know:

- › Your tenant can terminate their interest in a tenancy at any time if they or another occupant of the premises has experienced FDV by giving you and any co-tenants written notice specifying the termination date. They need to use the approved form and include a document conclusively establishing experience of domestic violence (either a court domestic violence order, an injunction, or a certificate from an approved person). The impacted tenant's liability for things arising under the tenancy ceases on the date their interest in the tenancy terminates, and they are not liable for things under the tenancy after that date.
- › The tenancy remains in place for the co-tenants, however if all remaining co-tenants would rather terminate the existing agreement, they may do so by giving you written notice using the approved form within seven days of the date that the impacted tenant or other occupant that has experienced FDV has specified in their notice as their termination date.
- › You and the co-tenants can apply to the Northern Territory Civil and Administrative Tribunal (NTCAT) to determine the rights and liabilities between the co-tenants that accrued prior to the date that the survivor-tenant or other occupant that has experienced FDV has specified in their notice as their termination date.
- › Impacted tenants are not liable for FDV-related acts or omissions of a non-tenant that would otherwise result in the tenant breaching the tenancy agreement. You can seek redress for any loss suffered because of the breach of tenancy directly from the alleged perpetrator.
- › Impacted tenants need your consent to change the locks, unless they have a reasonable excuse for changing the lock before seeking permission (e.g. they were in immediate danger).
- › Impacted tenants need your consent to make minor modifications to the premises for safety and security purposes, except where the tenant faces an immediate safety or security issue, in which case the tenant must notify you within two business days of commencing the modification. Otherwise, you have 10 business days to consider the request but cannot reasonably refuse. Your tenant can apply to NTCAT if you refuse consent. Your consent can incorporate reasonable conditions.
- › You need to obtain your 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.
- › Impacted tenants can apply to NTCAT to have their personal information removed from a tenancy database ('blacklist').





### More info:

- › **Renting in the NT**
- › **Fact Sheets – rental reform**
- › **NTCAT**
- › **Residential Tenancies Act 1999**
- › **Justice Legislation Amendment  
(Domestic and Family Violence) Act 2020**
- › **Residential Tenancies Legislation  
Amendment Bill 2023**





# Queensland



In October 2021, the *Residential Tenancies and Rooming Accommodation Act 2008* was amended to provide options for people experiencing family and domestic violence (FDV) who need to leave a tenancy. On 6 June 2024, additional confidentiality requirements were imposed.

## What landlords and agents need to know:

- › A person who experiences FDV in a rental property has rights under the *Domestic and Family Violence Protection Act 2012*, even if they are not named on the tenancy agreement.
- › Impacted tenants can vacate immediately but must provide seven days' notice and pay rent until the end of the seven-day notice period.
- › Your tenant must give you a completed Notice Ending Tenancy Interest (domestic and family violence) form and provide relevant evidence (such as a protection order, temporary protection order, or a domestic and family violence report).
- › Within seven days of receiving the notice, you must inform the vacating tenant whether you accept the notice and evidence, or whether you intend to make an urgent application to the Queensland Civil and Administrative Tribunal (QCAT) for an order to have the notice set aside. If you are accepting the notice, you need to let the tenant know when you will be informing the other tenants that the impacted tenant has vacated and ended their interest in the tenancy and that the tenancy will continue for the remaining tenants.
- › You must wait at least seven days (but no later than 14 days) after the vacating tenant's interest in the tenancy has ended to provide the remaining tenants with a Continuing Interest Notice.
- › The impacted tenant's interest in the tenancy ends when their seven-day notice period expires, and the tenant has vacated the premises.
- › Impacted tenants are not responsible for costs relating to ending a tenancy agreement, goods left behind in the rental premises, or re-letting costs.
- › They are also not required to repair or compensate you for damage to the premises or inclusions caused by an act of FDV.
- › Your impacted tenant is still responsible for costs associated with breaching terms of an agreement which are not related to the FDV (for example, rent arrears).
- › You or your impacted tenant can request a rental bond refund for the tenant's bond contribution where the tenant has vacated due to FDV. You can ask any remaining co-tenants to top up the rental bond within one month by issuing remaining tenants with a Continuing Interest Notice strictly between seven and 14 days only after the vacating tenant's interest in the agreement ends.
- › If they wish to remain at the rental, impacted tenants can apply to QCAT for an order to be recognised as the tenant or co-tenant under the agreement, changing it from the person who has committed an act of FDV and restrain the person who has committed an act of FDV from causing further damage or injury.





- › Your impacted tenant can change the locks to the property without your permission but must provide copies of keys or access codes to you as soon as practicable. The locks must be changed by a qualified locksmith or tradesperson and adhere to any body corporate laws or by-laws.
- › You must not disclose any relevant information supporting the impacted tenant's notice ending tenancy interest to anyone unless in specific permitted circumstances. You also cannot require the impacted tenant to provide you with their forwarding address. You must wait a minimum of seven days after the date of the impacted tenant's interest in the tenancy ending before providing any information to any remaining tenants about the tenant ending their tenancy. After this time period, information given should be limited to that in the Continuing Interest Notice. Penalties apply to property managers and owners who do not follow the requirements.

### **More info:**

- › **Residential Tenancies Authority**
- › **Domestic and family violence information for tenants fact sheet**
- › **QCAT**
- › **Residential Tenancies and Rooming Accommodation Act 2008**
- › **Domestic and Family Violence Protection Act 2012**



# New South Wales



In February 2019, the *Residential Tenancies Amendment (Circumstances of Domestic Violence) Regulation 2018* came into effect in New South Wales. The reforms provide greater protections for survivors of family and domestic violence (FDV) living in a rented property.

## What landlords and agents need to know:

- › Your impacted tenant can give you a Domestic Violence Termination Notice and end their tenancy immediately without penalty (i.e. they will not be liable to pay a break fee, loss of rent, advertising and a re-letting fee or an occupation fee for abandoned goods). The notice must include evidence of FDV (such as a certificate of conviction for the domestic violence offence, family law injunction, provisional, interim or final domestic violence order, or declaration made by a competent person in the prescribed form). The tenant also needs to give each co-tenant a Domestic Violence Termination Notice (minus the evidence).
- › You must not disclose information in the Domestic Violence Termination Notice and supporting evidence.
- › You can dispute the validity of the notice by applying to the NSW Civil and Administrative Tribunal (NCAT).
- › After an impacted tenant gives a Domestic Violence Termination Notice, a co-tenant who remains in the tenancy may apply to the tribunal to end their tenancy, is entitled to a two-week period to only pay a portion of the rent and is not required to cover the departing tenant's share. This only applies if the remaining co-tenant is not the alleged perpetrator of the FDV.
- › Alleged perpetrator co-tenants who remain in the rental 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.
- › If the impacted tenant wishes to stay at the rental, they can apply to NCAT to have the alleged perpetrator co-tenant removed from the lease. If a final apprehended violence order (AVO) is made against the co-tenant that excludes them from having access to the property, their co-tenancy will automatically end. The tenancy then transfers to any remaining co-tenant(s) named on the agreement. If there is no final AVO or if the AVO does not include an exclusion order, the survivor-tenant or another co-tenant may apply to NCAT to end the alleged perpetrator's tenancy.
- › If the impacted tenant is not named on the agreement, they can ask you to put the agreement in their name. If you don't agree, the tenant can apply to NCAT for an order to be recognised as a tenant under the original agreement.
- › Your impacted tenant cannot change the locks or install security devices without your prior consent unless there were reasonable grounds. If your tenant does change the locks, they must give you a set of the new keys within seven days.
- › Impacted tenants or non-perpetrator co-tenants cannot be held responsible for any damage to the property caused by the FDV perpetrator.
- › Any goods left behind by tenants have to be dealt with as per the *Uncollected Goods Act 1995*.





- › You cannot place the impacted tenant on a tenancy database ('blacklist') for FDV-related matters.

### **More info:**

- › **Fair Trading**
- › **NCAT**
- › **Residential Tenancies Act 2010**
- › **Residential Tenancies Amendment (Circumstances of Domestic Violence) Regulation 2018**



# Australian Capital Territory



Tenancy reforms in the ACT's *Residential Tenancies Amendment Bill 2018* came into effect in November 2019. The new legislation included protection for survivors of family and domestic violence (FDV). The *Housing and Consumer Affairs Legislation Amendment Act 2024* introduced additional protections which commenced on 10 December 2024.

## What landlords and agents need to know:

- › A tenant can end their interest in a tenancy, effective immediately, without being liable for any break-lease fees if they or their dependent child has experienced FDV.
- › Your tenant can end their tenancy because of FDV by giving you a Family Violence Termination Notice. The notice must be in writing and include the date the tenant intends to vacate the property (which can be the day they give the notice) and provide one supporting document as evidence that the tenant has experienced FDV (such as a declaration by a competent person, a family violence order, or a family law order).
- › You cannot ask for more evidence when your tenant gives you a notice and a supporting document.
- › Your tenant ends their tenancy agreement on the vacating date they have put in the notice. They must continue to pay rent until then.
- › If the impacted tenant was the sole tenant (only tenant on the lease), the tenancy will end, and the standard end of lease and bond discharge processes will apply.
- › Within seven days of the impacted tenant vacating the property, you must give the Rental Bonds Office a Notice to Territory, which informs them that the tenant has used a Family Violence Termination Notice.
- › If the impacted tenant was a co-tenant, their interest in the tenancy ends when they provide you with the Family Violence Termination Notice. However, the tenancy will continue for the remaining co-tenants. The remaining co-tenants take on full liability for the tenancy – including paying the full rent for the rental property.
- › Within seven days after the vacate date that the leaving tenant gave you, you must notify the remaining co-tenants that the leaving tenant has left by sending them a Notice of Continuing Tenancy advising them that tenancy will continue. You also need to notify the Rental Bonds Office. The remaining co-tenants must pay the vacating tenant their share of the bond.
- › If the remaining co-tenants do not want to continue the tenancy, they can end the tenancy by giving you three weeks' notice of their intention to leave. In a fixed-term tenancy, the remaining co-tenants cannot be charged a break-lease fee if they end the tenancy early in these circumstances, so long as they give you their notice of intention to vacate within four weeks of when they receive the Notice of Continuing Tenancy.
- › Impacted tenants can change the locks (at their own cost) without your permission but must give you a set of keys as soon as possible.





### **More info:**

- › **Ending a tenancy because of domestic or family violence**
- › **Renting Handbook**
- › **ACAT**
- › **Residential Tenancies Act 1997**
- › **Residential Tenancies Amendment Bill 2018**
- › **Housing and Consumer Affairs Legislation Amendment Act 2024**



# Victoria



The Victorian Parliament passed the *Residential Tenancies Amendment Act 2018* in September 2018 which included reforms concerning family and domestic violence (FDV).

## What landlords and agents need to know:

- › A person experiencing FDV can apply to the police for a family violence safety notice or to the Magistrates Court for a family violence intervention order or personal safety intervention order (becoming a protected person).
- › Impacted tenants needing to change their rental agreement can apply to the Victorian Civil and Administrative Tribunal (VCAT). They can do this even if their name is not on the lease.
- › If the impacted tenant wants to leave, they can apply to VCAT to end the lease early and not have to pay any break-lease fees. VCAT will decide if the hardship the tenant would experience if the lease continued would be greater than any hardship you would suffer if the lease ended early, and if you need to be compensated due to the lease ending early. The excluded tenant (i.e. the person that the family violence notice or order has been issued against) can also apply to VCAT to end the lease early on severe hardship grounds.
- › VCAT will also decide how a bond (if any) will be refunded, and who will be responsible for paying any outstanding expenses on the existing lease (such as repairs or bills).
- › You cannot charge fees for breaking a lease if a VCAT order has been granted.
- › If they want to stay in the property without the excluded tenant, the impacted tenant can apply to VCAT to end the existing lease and start a new lease with the same conditions and rent. The new lease would be for the remaining lease period. For example, if there were five months left on the existing 12-month lease, the new lease would be for five months. They can ask for VCAT to give them an order for a new rental agreement in their name without the excluded tenant, even if their name isn't on the current agreement.
- › If VCAT decides that the existing rental agreement should end or that a new agreement should be started that does not include the excluded tenant, you can ask for a new condition report and organise an inspection of the property. If you organise an inspection, the excluded person is allowed to have a representative there during the inspection.
- › With the agreement of the protected person, you can change the lease without waiting for VCAT to grant an order. You can agree to end a fixed-term lease early if the protected person wants to leave, or have a fixed-term lease changed to the protected person's name if they want to stay. You can also negotiate with the respondent to end a lease.
- › Protected persons can change the locks (at their expense) without your permission, but they must give you a set of the new keys.
- › Your impacted tenant needs your written consent to make any other changes to the property like installing permanent security measures. Unless you agree otherwise, they will need to restore the property to





the condition it was in before the changes were made or compensate you for restoring the condition when they leave.

- › If your tenants have left behind goods, you need to advise Consumer Affairs and tell them FDV occurred so they can arrange for the goods to be removed.
- › Renters are responsible for damage to the property caused by FDV. Your impacted tenant can apply to VCAT to determine who is responsible for paying for any damage to the property. VCAT may decide that the costs should be paid by the impacted tenant, the alleged perpetrator-tenant or other renters.
- › You cannot place the survivor-tenant on a tenancy database ('blacklist') for FDV-related matters.

### More info:

- › **Consumer Affairs**
- › **VCAT**
- › **Residential Tenancies Act 1997**
- › **Residential Tenancies Amendment Act 2018**





# Tasmania



The Tasmanian *Residential Tenancies Act 1997* was amended in May 2019 adding new provisions to protect survivors of family and domestic violence (FDV).

## What landlords and agents need to know:

- › Impacted tenants can apply to the Magistrates Court for a family violence order.
- › Once they have this, your tenant can apply to have the court make an order to:
  - terminate the lease;
  - end the alleged perpetrator's lease (take their name off the lease) – your permission is not required;
  - make a new lease in the tenant's name; or
  - remove the impacted tenant from the lease agreement – in this case the agreement with the alleged perpetrator tenant would continue.
- › If your impacted tenant has a family violence order, police family violence order, or a domestic violence order, they can change the locks or add security without your permission but must provide you with a set of the new keys as soon as practicable.

## More info:

- › **Consumer Building and Occupational Services**
- › **Magistrates Court**
- › **Safe At Home**
- › **Residential Tenancies Act 1997**
- › **Family Violence Amendment (Protecting People and Their Pets) Act 2024**





RentCover.com.au 1800 661 662  
PO Box 879, Hawthorn VIC 3122

Elkington Bishop Molineaux Insurance Brokers Pty Ltd  
ABN 31 009 179 640 AFSLN 246986