

10 June 2026

Kristy Bourne
Secretary
Department of Justice
By email: haveyoursay@justice.tas.gov.au

Dear Secretary

Re: Modernising the Residential Tenancy Act

Thank you for the opportunity to provide feedback on *Modernising the Residential Tenancy Act* (the Discussion Paper). With almost 30 per cent of Tasmanian households renting,¹ and increasing cost of living pressures,² appropriate regulation of long-term tenancies under the *Residential Tenancy Act 1997* (RTA) is vital to ensure that children and young people have access to safe, stable, appropriate and affordable housing. Young people recently reported to the Australian Human Rights Commission (AHRC) that current housing pressures are directly contributing to household conflict and instability, noting that 'lack of secure housing can lead to arguments, breakups and even homelessness'.³

Research shows that safe, stable and appropriate housing is critical to children's wellbeing, development and relationships.⁴ Housing instability in childhood has been associated with low academic achievement and poor mental health, while unsuitable and poor quality housing is strongly associated with respiratory illnesses among children and young people as well as hospitalisation for injuries.⁵ Where housing tenure is insecure, housing quality inadequate and/or rent increases excessive, households may need to move to a different area to find an affordable home, which can be particularly challenging for school-aged children.⁶ Children may also have to go without material

¹ [Shelter Tasmania, *Rentals in Tasmania* citing ABS, *Housing Occupancy and Costs: Key Statistics in 2019-20* \(2022\)](#). Also note that around 40 per cent of renters in Tasmania are households with children – See [Tenants Union of Tasmania \('TUT'\), Submission to the Senate Standing Committee on Community Affairs, *Inquiry into the Worsening Rental Crisis in Australia* \(1 September 2023\)](#).

² [Shelter Tasmania, *Need to Ensure Continued Investment to Relieve Tasmania's Housing Crisis* \(Media Statement, 21 May 2026\)](#); [Reserve Bank of Australia, *Statement by the Monetary Policy Board: Monetary Policy Decision* \(5 May 2026\)](#).

³ [Australian Human Rights Commission, *'We're Talking About Stopping Violence Before it Begins': Supporting Quality Engagement with Children* \(Report, 2026\)](#).

⁴ [Yuxi Li, Ankur Singh and Rebecca Bentley, 'Housing Australian Children: A Snapshot of Health Inequities in the First 2000 Days' \(2024\) 101 *Journal of Urban Health* 1259](#); [Selina Claxton and Ginny Toombs, *Rental Affordability Snapshot Tasmania 2026* \(Report for Anglicare Tasmania, 2026\)](#).

⁵ [Yuxi Li, Ankur Singh and Rebecca Bentley \(n 4\)](#).

⁶ [The Grattan Institute, Submission to the Senate Standing Committee on Community Affairs, *Inquiry into the Worsening Rental Crisis in Australia* \(28 July 2023\)](#).





basics (including food and medicine),⁷ or they may be forced into primary or secondary forms of homelessness, such as couch surfing or living in overcrowded dwellings.⁸

Notably, where a child is sleeping in a motor vehicle or in a lounge room, they typically have to pack up their belongings each day, often have poor quality sleep, and do not generally have access to a quiet space to do their homework.⁹ Further, in more extreme cases, housing instability and homelessness can expose children to unsafe adults and push young people into offending behaviour just to survive.¹⁰

As Liam (aged 16) told us:¹¹

'When you're homeless, you've got to do more shit to survive. Drugs just make you do dumb shit... That's mainly what got me into doing this. Had to do crime and shit to survive really. Had to steal from shops, do robberies to get money, get my food. Fuckin, when I was living in a tent I had to do that.'

And, as Stevie (aged 15) noted:¹²

'Because that's what most kids go through before they get locked up. They're either homeless or going through poverty.'

With these sobering comments in mind, the RTA review provides an important opportunity to ensure that the legislation adequately protects the rights and interests of renters, while continuing to support ongoing investment in the private rental market, bearing in mind the recent decline in long-term rental availability in Tasmania, which is impacting housing access and affordability.¹³ Further, noting that the RTA covers social housing tenancies as well as private rental agreements, appropriate RTA amendments and other non-legislative policy measures should be considered to support the efficient allocation of this finite public resource to people most in need of housing assistance.¹⁴

Role of the Commissioner for Children and Young People

The statutory role of the Commissioner for Children and Young People (Commissioner) is to provide independent, child-centred feedback and advice on law reform relevant to Tasmanian children and young people, and to assist in ensuring Tasmania satisfies its national and international child rights obligations. In performing these and other functions, the Commissioner is required to:

- adhere to the principle that the wellbeing and best interests of children and young people are paramount;

⁷ [Anglicare Australia, Rental Affordability Snapshot \(National Report, 2023\)](#); [Better Renting, The Cost of Renting Report \(Report, 2024\)](#).

⁸ [Adam Holmes, 'Families Overcrowded, Sleeping in Cars, Fleeing Violence, But Not Given Highest Priority in Tasmania' ABC News \(online, 27 April 2026\)](#).

⁹ [Ibid citing Anglicare Tasmania](#).

¹⁰ [Meg Elkins, Lisa Farrell and Jane M Fry, 'Homelessness and Housing Insecurity Among Youth in Australia: Sequence Analysis of Housing Careers' \(2024\) 39\(10\) Housing Studies 2527](#).

¹¹ [Commissioner for Children and Young People \(Tas\), 'Nowhere Else to Go': Young People's Views on Homelessness \(A Voices of Young People in the Youth Justice System Project Report, 2024\)](#).

¹² [Commissioner for Children and Young People \(Tas\), 'Kids That Have Fallen Through the Cracks': Young People's Views on Supporting Children, Young People and Their Families \(A Voices of Young People in the Youth Justice System Project Report, 2024\)](#).

¹³ [Selina Claxton and Ginny Toombs \(n 4\)](#); [Clancy Balen, 'Tasmania's Available Rentals are Disappearing. So What's Behind the Decrease?', ABC News \(online, 8 May 2026\)](#).

¹⁴ [YNOT, Submission to Homes Tasmania, The Tasmanian Housing Strategy Exposure Draft \(July 2023\)](#).



- observe any relevant provisions of the United Nations Convention on the Rights of the Child (UNCRC); and
- give special regard to the needs of children and young people who are vulnerable or disadvantaged.

My perspective on the matters raised in the Discussion Paper is informed by a child rights framework. Experiencing insecure, inadequate and/or unaffordable¹⁵ housing directly undermines a child's right to an adequate standard of living (article 27), and can impact other rights, including the right to life, survival and development (article 6) and the right to an education (article 28). Further, I note that pursuant to article 12 of the UNCRC, children have a right to participate in decisions that affect them. However, it is unclear whether any targeted consultation with children and young people is being undertaken as part of this review. Consultation with children and young people on housing matters is essential. As recently noted by the AHRC, children in Australia feel like the 'housing system is failing them' and policy makers do not 'actually speak to the kids' to hear about their concerns.¹⁶

While the Discussion Paper covers a wide range of issues, feedback in this submission focuses on areas that are particularly relevant to children and young people and is not intended to be exhaustive. In line with the focus of the Discussion Paper, I have largely confined my feedback to the legislation itself. However, I have also taken the opportunity to highlight other non-legislative reforms needed to better support young Tasmanians, including increased supply of social and affordable homes, and increased crisis and supported accommodation options for children and young people facing homelessness, both alone and with their families.

Rental availability and affordability

One of my key concerns is to ensure that the RTA supports access to affordable rental homes for Tasmanian families, children and young people. Anglicare's latest *Rental Affordability Snapshot* shows that in Tasmania less than 50 per cent of appropriate rental properties are affordable for a family with two children, where two adults are earning the minimum wage.¹⁷ The situation is even more dire for single parents and individual young people, as only 10 per cent of appropriate properties in Tasmania are affordable for a single adult earning the minimum wage, and no rental properties are affordable for a young person on Youth Allowance.¹⁸ Even the cheapest room in a share house in Tasmania would require 63 per cent of a young person's Youth Allowance payment.¹⁹

While I recognise that certain measures, such as implementing a rental freeze, may deter investors and have a detrimental impact on housing availability and quality,²⁰ more balanced measures can contribute to rental affordability without such negative consequences.

¹⁵ I note that housing is typically considered 'affordable' where, for households on low to moderate incomes, their housing costs no more than 30 per cent of the household's gross income. See [Tasmanian Government, *Tasmanian Housing Strategy 2023-2043: Delivering More Homes for a Growing Tasmania and Ending Homelessness* \(2023\)](#).

¹⁶ [Australian Human Rights Commission \(n 3\)](#).

¹⁷ [Selina Claxton and Ginny Toombs \(n 4\)](#).

¹⁸ [Ibid.](#)

¹⁹ [Ibid.](#)

²⁰ [The Grattan Institute \(n 6\)](#).



As outlined below, my recommendations on rental availability and affordability are to:

- prohibit unsolicited rent bidding and limit rent in advance payments;
- avoid strict rent controls but require consideration of the Consumer Price Index when assessing whether a rent increase is unreasonable;
- reduce rent payable where amenity is reduced, minimum standards unmet or a home is damaged by natural disaster;
- implement a portable bond scheme and allow new bonds to be paid in instalments;
- impose stricter short-stay controls and allocate revenue from the short-stay levy to social housing; and
- use a range of policy levers to increase supply of social housing and affordable rental homes, as well as crisis and supported accommodation options for children and young people.

Prohibit unsolicited rent bidding and limit rent in advance payments

I note that National Cabinet's *Better Deal for Renters* includes a commitment to prohibit solicited rent bidding.²¹ While the RTA strictly meets this commitment by prohibiting an owner of residential premises from *inviting* a prospective tenant to offer more than the advertised price,²² it is still open to a prospective tenant to *offer* a higher price.

In my view, further measures are needed to help ensure a level playing field among rental applicants, bearing in mind that many young people, single parents with children and working families may not have the financial means to make a higher offer, or they may, out of desperation to secure a home, offer a higher price which pushes them into rental stress.²³ Indeed, in a context of very low vacancy rates, as is currently the case in Tasmania,²⁴ prospective tenants can feel pressured to do whatever it takes to secure a rental.²⁵

As such, the RTA should be amended to prevent owners not just *inviting* higher offers but also *accepting* higher offers from prospective tenants. The need for a complete ban on rent bidding has been recognised in other jurisdictions, including Queensland and Victoria.²⁶ However, in addition to prohibiting higher offers, Queensland and Victoria also prohibit inviting or accepting a rent in advance payment that exceeds the maximum permissible amount.²⁷ While the Discussion Paper highlights that it may be difficult to enforce a ban on unsolicited higher offers, the *Senate Inquiry into the Worsening Rental Crisis in Australia* (Senate Inquiry) received advice about measures that could be introduced to boost transparency.²⁸

²¹ [National Cabinet, *A Better Deal for Renters* \(16 August 2023\).](#)

²² [Residential Tenancy Act 1997 \(Tas\) s.16B\(1\)\(b\).](#)

²³ [Service to Youth Council, Submission to the Senate Standing Committee on Community Affairs, *Inquiry into the Worsening Rental Crisis in Australia* \(28 July 2023\).](#)

²⁴ [Selina Claxton and Ginny Toombs \(n 4\).](#)

²⁵ [Service to Youth Council \(n 23\).](#)

²⁶ [Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Act 2024 \(Qld\) inserted a new s.57\(2A\) into the Residential Tenancies and Rooming Accommodation Act 2008 \(Qld\); Residential Tenancies Act 1997 \(Vic\) s.30F\(4\) inserted in 2025.](#)

²⁷ [Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Act 2024 \(Qld\) s.7A inserts a new s.57AA into the Act; Residential Tenancies Act 1997 \(Vic\) s.40.](#)

²⁸ [The Senate Community Affairs References Committee, Parliament of Australia, *Inquiry into the Worsening Rental Crisis in Australia* \(Final Report, December 2023\).](#)



Avoid strict rent controls but require consideration of the Consumer Price Index when assessing whether a rent increase is unreasonable

The RTA already incorporates certain measures to limit rent increases, such as limiting their frequency and allowing tenants to apply for an order declaring that an increase is unreasonable.²⁹ This aligns with many other states and territories.³⁰ However, it is worth considering some additional measures.

I note that Victoria, for example, includes a list of factors to be considered when determining whether a rent increase is excessive, including but not limited to the property's state of repair, the number of rent increases (if any) in the preceding 24 months, the amount of each rent increase in that period,³¹ and the rate of increase between the current rent and the proposed rent having regard to the annual inflation rate.³² Notably, the ACT goes a step further than Victoria, not only requiring *consideration* of the annual inflation rate, but *limiting* rent rises to increases in the Consumer Price Index plus 10 per cent.³³

While research suggests that strict rent controls may do more harm than good,³⁴ including by affecting rental supply and quality, the Senate Inquiry heard stakeholder concerns about excessive or unreasonable rent increases being determined chiefly by comparison to market rents, as occurs under the RTA.³⁵ The Tenants' Union of NSW, for example, argued that 'in the current rental crisis, market rents do not reflect the fair market value of a property'.³⁶ As such, a 'soft cap' approach for rent increases should be considered, similar to the approach in the ACT, or further legislative guidance should be provided for decision-makers, including a requirement to consider the current inflation rate.

Reduce rent payable where amenity is reduced, minimum standards unmet or a home is damaged by natural disaster

The RTA does not outline a formal process to enable rent reductions where a dwelling's amenity is reduced or where it is damaged but remains habitable, such as following a natural disaster. As such, tenants are left to negotiate a rent reduction with the landlord. However, there is a notable power imbalance between these parties, particularly for young and inexperienced renters, and there is no independent review mechanism.

²⁹ [Residential Tenancy Act 1997 \(Tas\) ss.20\(3\) and 23\(1\)](#).

³⁰ [Residential Tenancies Act 1997 \(Vic\) ss.44\(4A\) and 45\(1\)\(b\)](#); [Residential Tenancies Act 2010 \(NSW\) ss.41\(1A\) and 44\(1\)](#); [Residential Tenancies Act 1995 \(SA\) ss.55\(2b\) and 56](#); [Residential Tenancies and Rooming Accommodation Act 2008 \(Qld\) ss.91, 92 and 93](#); [Residential Tenancies Act 1997 \(ACT\) ss.64AAA, 64B and 64C](#).

³¹ [Residential Tenancies Act 1997 \(Vic\) s.47\(3\)](#).

³² [Residential Tenancies Regulations 2021 \(Vic\) r.21A\(2\)\(b\)](#).

³³ More specifically, rent increases are limited to increases in the rents subgroup of the housing group for the Consumer Price Index in Canberra, plus 10 per cent. See [Residential Tenancies Act 1997 \(ACT\) s.64B](#) and [Residential Tenancies Regulations 1998 \(ACT\) r.5A](#).

³⁴ [The Grattan Institute \(n 6\)](#); AHURI, [Submission to the Senate Standing Committee on Community Affairs, Inquiry into the Worsening Rental Crisis in Australia \(August 2023\)](#).

³⁵ [Residential Tenancy Act 1997 \(Tas\) s.23\(2\)\(a\)](#).

³⁶ [The Senate Community Affairs References Committee \(n 28\)](#).



This contrasts with several other jurisdictions, which clearly outline the circumstances in which rent may be reduced.³⁷ In my view, consideration should be given to the approach in the ACT,³⁸ where the Tribunal must, on application by the tenant, order a rent reduction where:

- there is loss of, or diminished utility of, an appliance, furniture, facility or service supplied by the landlord (where this loss is the result of certain specified causes); or
- use of all or part of the premises is lost; or
- the landlord, their agent, or someone with an interest in the property is substantially interfering with the tenant's quiet enjoyment of the property or their ability to use the premises in reasonable peace, comfort and privacy.

In addition, the Tribunal *may* order a rent reduction where the landlord fails to ensure the property complies with the minimum standards.³⁹

Better Renting clearly outlines the rationale for these sorts of provisions, noting that tenants pay a set price to live in a dwelling of a certain standard. Where the landlord fails to maintain the property to that standard, or to conduct repairs when it is damaged through no fault of the tenant, then the tenant is not getting what they paid for and is entitled to a remedy.⁴⁰

Implement a portable bond scheme and allow new bonds to be paid in instalments

For young people and families on low to moderate incomes, coming up with a security deposit in addition to two weeks' rent upfront, can be unachievable where the security deposit on the property they are vacating is yet to be returned.⁴¹ As a tenant from the ACT told Better Renting, when they had to move rental properties and pay a new bond, they drained all their savings and were forced to borrow money and seek an emergency payout of leave from their employer.⁴² This 'double bond' dilemma has been recognised and addressed in several other jurisdictions which have implemented, or committed to implement, a portable bond scheme.⁴³ As the Victorian Premier rightly noted, '[m]ost renters don't just have a spare few thousand dollars lying around to cover the unnecessary cost of the dreaded double bond'.⁴⁴

While NSW's Smart Rental Bonds scheme will launch soon, it will not be available where a claim is in progress on the bond the renter wants to transfer.⁴⁵ In contrast, similar schemes in Victoria and South Australia will rely on a Government guarantee, where the original landlord's bond is guaranteed until the tenancy is wrapped up and any bond claim finalised.⁴⁶ This means that if a landlord's bond claim succeeds, the renter will owe the State Government, not the landlord, and they

³⁷ See, for example, [Residential Tenancies Act 2010 \(NSW\) ss. 43\(1\) and 43\(2\)](#); [Residential Tenancies and Rooming Accommodation Act 2008 \(Qld\) s.94](#); [Residential Tenancies Act 1997 \(ACT\) ss.71 and 71AAA](#).

³⁸ [Residential Tenancies Act 1997 \(ACT\) s.71](#).

³⁹ [Ibid s.71AAA](#).

⁴⁰ [Better Renting, Submission to the Justice and Community Safety Directorate \(ACT\), Consultation Paper on Minimum Standards for Rental Properties and Occupancy Law Reform \(5 September 2024\)](#).

⁴¹ [Premier \(NSW\), Portable Bonds Scheme to Deliver Cost of Living Relief \(Media Release, 29 July 2024\)](#).

⁴² [Better Renting \(n 7\)](#).

⁴³ [NSW Government, Smart Rental Bonds](#); [Premier \(Vic\), New Rental Rights Do Away with the Dreaded 'Double Bond' \(Media Release, 10 October 2025\)](#); [Consumer Legislation Amendment Act 2025 \(Vic\)](#); [South Australian Labor, Portable Rental Bonds](#).

⁴⁴ [Premier \(Vic\) \(n 43\)](#).

⁴⁵ [NSW Government, Smart Rental Bonds](#).

⁴⁶ [Premier \(Vic\) \(n 43\)](#); [South Australian Labor, Portable Rental Bonds](#).



will be able to make payments in instalments.⁴⁷ This approach will help ensure that as many renters as possible can access the scheme and enjoy its benefits.

While a portable bond scheme would benefit many Tasmanians, it would not assist young, first-time renters who will likely be on a tight budget and/or may have to move into rental accommodation at short notice, including where family violence is occurring. While I note that Housing Connect can provide private rental assistance for bond payments,⁴⁸ it would also be helpful to allow private tenants to negotiate with the landlord so they can pay their bond in instalments, as occurs in NSW,⁴⁹ Western Australia,⁵⁰ and South Australia,⁵¹ noting that the RTA already allows this for social housing and council housing by agreement.⁵²

Impose stricter short-stay controls and allocate revenue from the short-stay levy to social housing

In addition to delivering new supply, it is crucial to ensure that homes which are suitable for use as long-term rentals are not being converted into short-stay properties. As at May 2026, there were more than 9,600 homes used as short-stay properties in Tasmania, and more than half of these were a primary residence.⁵³ A significant number of these properties are situated in well-located urban areas and could be used to house Tasmanian families.⁵⁴ With this in mind, consideration should be given to a recommendation by the Tenants' Union of Tasmania (TUT) to prohibit the use of entire properties as short-stays.⁵⁵

I acknowledge that the Tasmanian Government recently introduced the *Short Stay Levy Bill 2026* into Parliament which, if enacted, will impose a levy of five per cent of the total booking fee, or such other percentage as is prescribed.⁵⁶ However, as Shelter Tasmania and TasCOSS suggest, since even small increases to short-stay conversions can significantly impact the rental market, revenue from the Short-Stay Levy would be best directed to social housing and homelessness services, rather than the First Home Owner's Grant Scheme.⁵⁷ Further, I support TasCOSS' suggestion that a higher levy rate of 7.5 per cent should be imposed.⁵⁸

Use a range of policy levers to increase supply of social housing and affordable rental homes, as well as crisis and supported accommodation options for children and young people

The Discussion Paper invites comment at 9.1 on other issues that might be addressed through broader tenancy reforms, such as measures to increase the supply of residential housing. In my view, increasing the supply of long-term rentals is indispensable to promoting access to, and affordability of, appropriate homes for all Tasmanians, including children and young people. As

⁴⁷ [Premier \(Vic\) \(n 43\)](#).

⁴⁸ [Anglicare Tasmania, *Housing Connect Front Door*](#).

⁴⁹ [Residential Tenancies Act 2010 \(NSW\) s.162\(2\)](#).

⁵⁰ [Residential Tenancies Act 1987 \(WA\) ss.29\(1A\) and 29\(2A\)](#).

⁵¹ [Residential Tenancies and Rooming Accommodation Act 2008 \(Qld\) s.56](#). Queensland's [Residential Tenancies Authority](#) note that for a private rental, where no government assistance is provided, a tenant and landlord may agree to a 'special term' that allows the bond to be paid in instalments.

⁵² [Residential Tenancy Act 1997 \(Tas\) s.25\(2A\)](#).

⁵³ [Consumer, Building and Occupational Services, *Short Stay Accommodation Reporting: Summary Statistics \(Q1, 2026\)*](#).

⁵⁴ [Ibid.](#) As at Q1, 2026 there were 1,896 short-stay properties in the Hobart Local Government Area (LGA), 837 properties in the Clarence LGA and 998 properties in the Launceston LGA.

⁵⁵ TUT, Submission to the Department of Justice, *Modernising the Residential Tenancy Act* (June 2026).

⁵⁶ [Short Stay Levy Bill 2026 \(Tas\)](#).

⁵⁷ [Shelter Tasmania \(n 2\)](#); [TasCOSS, Submission to the Department of Treasury and Finance \(Tas\), *Tasmanian Short Stay Levy Consultation* \(23 February 2026\)](#).

⁵⁸ [TasCOSS \(n 57\)](#).



Anglicare Tasmania notes, currently '[t]he lack of affordable rental properties is continuing to drive up demand for social housing and force Tasmanians into homelessness'.⁵⁹

While I note that the Tasmanian Government is continuing to invest in housing supply and supports through the 2026-27 Budget,⁶⁰ this is not a challenge that Government can tackle alone. Consultation with key industry partners and sector stakeholders is needed to identify how Government, community organisations and the private sector, including institutional investors, can work together to deliver more long-term social and affordable rental homes statewide, as discussed in the *Tasmanian Housing Strategy*.⁶¹

In addition, a concerted effort is needed to expand crisis and supported accommodation options for children and young people presenting alone. In 2024-25, there were 387 Tasmanians aged 12-17 who presented alone to a Specialist Homelessness Service.⁶² Where children and young people are experiencing family violence, for example, insufficient crisis and supported accommodation options can leave them with an agonising choice between abuse or homelessness.⁶³

Notably, when the Tasmanian Government fulfils its commitment to raise the minimum age of criminal responsibility and minimum age of detention, it will be more important than ever to ensure sufficient and appropriate supported accommodation options are available for children and young people with complex needs, noting that the current Youth2Independence supported accommodation program is generally limited to young people who are ready and willing to engage in education or employment.⁶⁴

Security of tenure and ending tenancies

As TUT has argued, security of tenure under a lease agreement is vital as it allows tenants to 'remain embedded in their local area and provides continuity in work, schooling and community engagement as well as ensuring that disadvantaged groups avoid further social exclusion'.⁶⁵ In particular, TUT has highlighted the impact of regular moves on children, as their schooling is often disrupted and they are more likely to develop anti-social behaviours.⁶⁶ As such, secure tenure can help provide security for children and may reduce risk factors associated with youth justice involvement.

Where appropriate tenure protections are in place, tenants are better placed to stand up for their rights without fear of being evicted.⁶⁷ Conversely, where a tenant is experiencing severe hardship due to illness or job loss, among other things, the burden of being stuck in a fixed-term lease, with little to no recourse under the RTA, can have significant consequences.

⁵⁹ [Selina Claxton and Ginny Toombs \(n 4\)](#).

⁶⁰ [Department of Treasury and Finance \(Tas\), 2026-27 Tasmanian Budget](#).

⁶¹ [Tasmanian Government \(n 15\)](#); Also see [Richard Benedict et al, Private Sector Involvement in Social and Affordable Housing \(AHURI Final Report No. 388, 13 October 2022\)](#) and [Housing All Australians, Unlocking Private Investment for Essential Worker Housing: A National Digital Solution \(Report, January 2025\)](#).

⁶² [Australian Institute of Health and Welfare, Specialist Homelessness Services 2024-25 Annual Report](#).

⁶³ [Carmel Hobbs, Young, In Love and In Danger: Teen Domestic Violence and Abuse in Tasmania \(Report for Anglicare Social Action Research Centre, November 2022\)](#).

⁶⁴ [Anglicare Tasmania, Youth2Independence Program](#).

⁶⁵ [TUT \(n 1\)](#).

⁶⁶ [Ibid.](#)

⁶⁷ [Ibid.](#)



As outlined below, my recommendations on *security of tenure and ending tenancies* are to:

- specify permissible reasons for ending a fixed term lease;
- require reasons for ending a lease to be genuine *and* just;
- incorporate specific protections against retaliatory evictions; and
- incorporate a sliding break fee scale and allow tenants to end a lease due to severe hardship.

Specify permissible reasons for ending a fixed-term lease

Leaving aside specialised rules for social housing tenancies and other grounds for termination, such as breach of lease or causing a substantial nuisance,⁶⁸ I note that where a fixed-term lease agreement is in place, a landlord may simply issue a Notice to Vacate where the agreement is due to expire within 60 days.⁶⁹ This contrasts to the more limited grounds for terminating ongoing lease agreements.⁷⁰ Mindful of the importance of secure tenure, I recommend that no cause evictions for fixed-term leases be abolished, particularly because, as TUT notes, s.42(1)(d) of the RTA ‘opens up tenants to the threat of retaliatory eviction’⁷¹ and can make tenants reluctant to stand up for their rights.

These consequences have been recognised in Victoria and NSW,⁷² which have recently passed legislation to ban no cause evictions for fixed term leases. As the relevant Minister in NSW observed, ‘[h]ow can a renter feel comfortable requesting a much-needed repair or raising concerns about the safety of their home with the threat of a no-grounds eviction hanging over them?’⁷³ In outlining the rationale for requiring reasons when ending either a fixed term or periodic lease, the Minister noted that ending no grounds evictions for periodic leases only ‘would have created two classes of renters, one protected from the threat of no-grounds evictions and one without that protection [and this] would have also led to perverse outcomes such a renters being pushed onto rolling short-term leases.’⁷⁴ These comments are directly relevant to the current law in Tasmania and demonstrate the need for amendment.

⁶⁸ [Residential Tenancy Act 1997 \(Tas\) ss.42\(1\)\(a\) and 42\(1\)\(g\).](#)

⁶⁹ [Ibid s.42\(1\)\(d\).](#)

⁷⁰ [Ibid s.42\(1\)\(b\).](#)

⁷¹ [TUT \(n 1\).](#)

⁷² [Justice Connect, Ending a Fixed Term Lease of Not More than 5 Years \(updated 23 December 2025\)](#) – the former ss.91ZZD and 91ZZDA of the [Residential Tenancies Act 1997 \(Vic\)](#) were repealed in November 2025; [Residential Tenancies Amendment Act 2024 \(NSW\)](#) – The former ss.84-87 were repealed and replaced by this Amendment Act to end no ground evictions for fixed term and periodic leases; [NSW, Parliamentary Debates, Legislative Assembly, 15 October 2024, 15 \(Anoulack Chanthivong, Minister for Better Regulation and Fair Trading\).](#)

⁷³ [NSW, Parliamentary Debates \(n 72\).](#)

⁷⁴ [Ibid.](#)



Require reasons for ending a lease to be genuine and just

In addition to prohibiting no cause evictions, the law in NSW makes it an offence to give a termination notice on a ground that is not genuine,⁷⁵ and includes a penalty provision where a landlord or their agent gives 'false or misleading supporting documents or information when giving a termination notice'. This means a landlord cannot simply claim that they propose to sell the premises without evidence to support this. Further, in NSW, where a lease is terminated on the grounds of a proposed sale and the sale does not proceed, the landlord must obtain 'approval of the Secretary to enter into a residential tenancy agreement ... for the residential premises within 6 months after the termination date'.⁷⁶

The RTA requires a Court, when considering whether to issue an order for vacant possession under s.45, to be satisfied that the landlord's reason for terminating the lease was 'genuine or just'. However, the Discussion Paper asks if this provision needs to be amended, noting obiter comment by Geason J in *Parsons v Director of Housing* [2018] TASSC 62, which suggests a drafting error. I respectfully agree with His Honour's comments. Indeed, it seems odd that a landlord would be permitted to issue a notice to vacate for reasons that are 'just' but not necessarily 'genuine', or vice versa. Appropriate amendments should be made to address this anomaly.

Incorporate specific protections against retaliatory evictions

While ending no cause evictions under any lease agreement would help protect tenants from retaliatory evictions, an explicit prohibition on retaliatory evictions would provide stronger protection, as seen in NSW and the ACT.⁷⁷ In my view, the wording in the ACT is worth considering, as it requires a Tribunal to disallow a termination notice if the landlord was motivated by one or more specified events including, among other things, that the tenant:⁷⁸

- applied to Tribunal for an order in relation to the lessor;
- complained to a Government entity in relation to the lessor; or
- took reasonable action to secure or enforce their rights.

This additional protection is important since there can be significant fear among renters about retaliatory evictions, especially in a tight rental market.⁷⁹ Indeed, Better Renting found that around 60 per cent of renters said they avoided raising issues out of fear of retaliation, and this was especially the case for renters with children, with 68 per cent of couples with children, and 80 per cent of single parents, saying they avoided raising issues for this reason.⁸⁰

Incorporate a sliding break fee scale and allow tenants to end a lease due to severe hardship

While security of tenure is important, sometimes extreme circumstances mean a household simply cannot remain in their rental property and need to terminate the lease. As there is currently no sliding scale of payments required under a break-lease clause, in contrast to some other jurisdictions,⁸¹ a

⁷⁵ [Residential Tenancies Act 2010 \(NSW\) ss.85\(2\) and 86\(1\).](#)

⁷⁶ [Ibid s.87E.](#)

⁷⁷ [Ibid s.115; Residential Tenancies Act 1997 \(ACT\) s.64AD.](#)

⁷⁸ [Residential Tenancies Act 1997 \(ACT\) s.64AD\(1\)\(c\)\(i\).](#)

⁷⁹ [Better Renting \(n 7\).](#)

⁸⁰ [Ibid.](#)

⁸¹ [Residential Tenancies Act 2010 \(NSW\) s.107\(4\); Residential Tenancies Act 1997 \(ACT\) s.89A; Residential Tenancies and Rooming Accommodation Act 2008 \(Qld\) s.357A.](#)



tenant who breaks a fixed-term lease in Tasmania is required to pay rent until a new tenant is found and must also pay for other costs, such as advertising.

While the turnaround time for a property in a tight rental market may be quite short, this is not guaranteed, and lack of flexibility in the RTA around ending leases may have a detrimental effect on tenants. As the relevant Minister in Queensland noted when discussing the introduction of a sliding payment scale,⁸² 'the affordability of reletting costs strongly impacts renters' decisions to not end a fixed-term agreement early where they need to and creates a barrier to accessing more suitable or affordable housing or transitioning into home ownership'.⁸³ Queensland's amendments aim to ensure that 'renters are not unfairly disadvantaged by ending a fixed-term agreement early ... [and can] budget for costs involved in breaking a lease'.⁸⁴ In my view, this rationale is just as relevant in Tasmania and a sliding break fee scale should be incorporated into the RTA.

In addition, the RTA should allow greater flexibility to end a lease where a tenant is experiencing severe hardship. The need for a flexible approach was recognised during the COVID-19 pandemic when Tasmania incorporated a new s.38A into the RTA to allow a tenant on a fixed-term lease to apply, in certain circumstances, for an order terminating their lease.⁸⁵ The then Minister for Infrastructure and Transport noted that the new s.38A was similar to provisions that already existed in other jurisdictions, and said the aim was to help ensure people were not locked into lease agreements they could no longer afford.⁸⁶

As the Minister suggested, a number of other jurisdictions do, in fact, permit termination of a lease due to severe hardship, however these provisions are not limited to hardships caused by COVID-19.⁸⁷ Leaving aside the fact that s.38A was introduced at the start of the pandemic, it is important to note that regardless of whether a person has been impacted by a pandemic, lost a job or been diagnosed with a debilitating illness, their need to exit a fixed term agreement would arguably be the same, and the detrimental impact of not allowing tenants to terminate a lease in these circumstances would be just as taxing. As such, I suggest that s.38A be expanded to cover a broader range of circumstances.

Safe and appropriate housing – Property standards, repairs and modifications

As mentioned earlier, poor quality housing can have a significant impact on children and young people. Sub-standard dwellings can affect, among other things, a child's development and cognitive functions,⁸⁸ respiratory health,⁸⁹ physical safety,⁹⁰ emotional stability and education outcomes.⁹¹ Factors contributing to unhealthy homes include a lack of adequate insulation, adequate ventilation,

⁸² Subsections 357A(3)-(4) were introduced to the [Residential Tenancies and Rooming Accommodation Act 2008 \(Qld\)](#) pursuant to s.72 of the [Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Act 2024 \(Qld\)](#).

⁸³ [Queensland, Parliamentary Debates, Legislative Assembly, 21 March 2024 \(Meaghan Scanlon, Housing, Local Government and Planning and Minister for Public Works\)](#).

⁸⁴ [Ibid.](#)

⁸⁵ [COVID-19 Disease Emergency \(Miscellaneous Provisions\) Act 2020 \(Tas\)](#) s.6 inserted s.38A into the RTA.

⁸⁶ [Tasmania, Parliamentary Debates, Legislative Assembly, 25 March 2020, 15 \(Michael Ferguson, Minister for Infrastructure and Transport\)](#).

⁸⁷ [Residential Tenancies Act 1997 \(Vic\)](#) s.91U; [Residential Tenancies Act 2010 \(NSW\)](#) s.104; [Residential Tenancies Act 1997 \(ACT\)](#) s.44.

⁸⁸ [Rebekah Levine Coley et al, 'Relations Between Housing Characteristics and the Well-Being of Low-Income Children and Adolescents' \(2013\) 49\(9\) *Developmental Psychology* 1775.](#)

⁸⁹ [Karl A Holden et al, 'The Impact of Poor Housing and Indoor Air Quality on Respiratory Health in Children' \(2023\) 19\(2\) *Breathe* 1.](#)

⁹⁰ [Yuxi Li, Ankur Singh and Rebecca Bentley \(n 4\).](#)

⁹¹ [Rebekah Levine Coley et al \(n 88\).](#)



energy-efficient heating and cooling, and regular property maintenance.⁹² Notably, children in rented accommodation who come from lower-income families are more likely to live in, and be impacted by, sub-standard dwellings.⁹³ However, this inequality can be mitigated through appropriate legislative standards and other safeguards.

Further, even where a rental property does meet minimum standards, it may still not be suitable for every tenant and may need to be modified. This is especially true for people with a disability and for young children occupying a property that requires minor modifications for safety reasons (including in situations of family violence).⁹⁴

As outlined below, my recommendations related to *safe and appropriate housing* are to:

- improve minimum quality standards for rental properties;
- incorporate minimum energy efficiency standards into the RTA; and
- provide greater flexibility to allow renters to make modifications.

Improve minimum quality standards for rental properties

I note that the minimum standards in Part 3B of the RTA do not appear to have been amended since 2013, except to require social housing providers to provide window coverings for privacy.⁹⁵ The current review of the RTA provides an opportunity to consider whether these standards remain appropriate, with a particular focus on whether they adequately protect children's safety and wellbeing. Where legislative gaps expose tenants to unacceptable health and safety risks, these gaps need to be addressed. While I will speak to minimum standards for energy efficiency separately, my focus here is on other minimum quality standards.

Some other jurisdictions in Australia and New Zealand have additional standards that do not feature in the RTA and should be given due consideration to reduce the risk of harm to tenants, including:

- providing vermin proof bins;⁹⁶
- maintaining the premises to mitigate relevant fire hazards;⁹⁷
- closing off any open fireplaces (or blocking the chimney) unless the tenant requests, and the landlord agrees, that it can be used as a functional fireplace;⁹⁸
- ensuring the property is free from hazardous materials and substances, such as damaged asbestos or flaking lead-based paint;⁹⁹
- ensuring the premises is 'mould free' as well as free from 'dampness';¹⁰⁰

⁹² [Emma Baker et al, 'An Australian housing conditions data infrastructure' \(2023\) 10 *Scientific Data* 817.](#)

⁹³ [Karl A Holden et al \(n 89\).](#)

⁹⁴ [Chris Martin et al, *Regulation of Residential Tenancies and Impacts on Investment* \(AHURI Report No. 391, November 2022\) at 6.5.](#)

⁹⁵ [Residential Tenancy Amendment Act 2013 \(Tas\) s.19; Residential Tenancy Amendment \(Minimum Window Coverings for Social Housing Properties\) Act 2023 \(Tas\).](#)

⁹⁶ [Residential Tenancies Regulations 2021 \(Vic\) Sch 4, Item 2 and Sch 6, Item 2.](#)

⁹⁷ [Housing Improvement Regulations 2017 \(SA\) r.13\(1\)\(a\).](#)

⁹⁸ [Residential Tenancies \(Healthy Homes Standards\) Regulations 2019 \(NZ\) r.25.](#)

⁹⁹ [Housing Improvement Regulations 2017 \(SA\) r.14.](#)

¹⁰⁰ [Residential Tenancies Regulations 2021 \(Vic\) Sch 4, Item 8 and Sch 6, Item 8; Residential Tenancies and Rooming Accommodation Regulations 2025 \(Qld\), Sch 6, Item 4; Housing Improvement Regulations 2017](#)



- meeting specific electrical safety standards, including use of circuit breakers;¹⁰¹ and
- ensuring cord guides are installed for any corded window coverings.¹⁰²

This latter requirement is a recent change in Victoria that was made to protect children from injury. As the Victorian Premier noted, '[u]nsecured blind or curtain cords claim the lives of up to two Australian children every year'.¹⁰³ The Premier also noted that while national standards require cord guides when installing blinds, this only applies to installations after 2015.¹⁰⁴

Of course, having legislated standards is pointless if they are not effectively enforced. I note that there are penalties attached to non-compliance with a number of the minimum standards in Part 3B of the RTA (as well as the smoke alarm requirements), and that the RTA also requires the property to be maintained by the owner and for a condition report to be issued where a bond is to be paid.¹⁰⁵ However, a recent addition in Victoria is also worth considering, which introduces a penalty provision that applies if a landlord or their agent *advertises or offers* premises for rent where they do not reasonably believe the property meets the minimum standards.¹⁰⁶ This allows a more proactive approach. As Victoria's Minister for Consumer Affairs noted, this provision 'will improve the ability of the regulator to enforce the important minimum standards ... and will further entrench these standards as the minimum that Victorians expect of their housing'.¹⁰⁷

Incorporate minimum energy efficiency standards into the RTA

In addition to amending the minimum standards as recommended above, the RTA also needs to account for the fact that Tasmania's climate is 'characterised by cooler temperatures and higher rainfall, [which] presents specific challenges for housing'.¹⁰⁸ Tasmania's housing stock needs to be well-insulated, adequately ventilated and energy efficient.¹⁰⁹ These requirements apply equally to owner-occupied homes as they do to rental properties. However, research highlights the 'split-incentive' issue – that is, when it comes to rental housing 'landlords lack incentives to provide energy efficient housing if rents are not commensurably higher'.¹¹⁰ This contributes to 'energy poverty' – a real and persistent issue for Australian renters,¹¹¹ which disproportionately impacts low-income households.¹¹²

(SA) r.15(j). Noting that s.36I(2)(b) of the RTA refers to 'significant dampness' it would be worth specifically mentioning 'mould' as well.

¹⁰¹ [Residential Tenancies Regulations 2021 \(Vic\) Sch 4, Item 9 and Sch 6, Item 9](#). Noting that s.36M(2)(a) of the RTA includes some basic requirements regarding electrical safety, it may be worth being more specific.

¹⁰² [Ibid Sch 4, Item 15 and Sch 6, Item 15](#).

¹⁰³ [Premier \(Vic\), New Blind Cord Standards to Protect Kids \(Media Release, 2 December 2025\)](#).

¹⁰⁴ [Ibid.](#)

¹⁰⁵ [Residential Tenancy Act 1997 \(Tas\) ss.32\(1\) and 26 \(respectively\)](#).

¹⁰⁶ [Consumer and Planning Legislation Amendment \(Housing Statement Reform\) Act 2025 \(Vic\) s.16 introduced s.65B into the Principal Act](#).

¹⁰⁷ [Victoria, Parliamentary Debates, Legislative Assembly, 28 November 2024, 4938 \(Gabrielle Williams, Minister for Consumer Affairs\)](#).

¹⁰⁸ [Tasmanian Government \(n 15\)](#).

¹⁰⁹ [Ibid.](#)

¹¹⁰ [Rohan Best, Andrea Chareunsky and Fatemeh Nazifi, 'Persistent Energy Poverty for Renters Motivates Policy Reform' \(2025\) 147 Energy Economics 108577](#).

¹¹¹ [Ibid.](#)

¹¹² [TUT \(n 1\)](#).



For this reason, I support legislated minimum energy standards in rentals as recommended by TUT and Shelter Tasmania.¹¹³ In introducing these changes, consideration should be given to approaches in other jurisdictions,¹¹⁴ including Victoria,¹¹⁵ which will phase in new standards related to heating, cooling, hot water, shower heads, ceiling insulation and draught-proofing.¹¹⁶ Importantly, the Victorian Energy Upgrades program will be available to help landlords fund these upgrades.¹¹⁷ As such, together with legislating minimum energy efficiency standards, the Tasmanian Government should re-instate its popular Energy Saver Loan Scheme.¹¹⁸

Provide greater flexibility to allow renters to make modifications

Even if a property meets the minimum standards, it may still need to be modified to meet the tenant's particular needs. I note that s.54(1) of the RTA provides that, subject to provisions in a lease agreement, a tenant cannot add a fixture or make any alterations or additions to a premises without the owner's written consent (though there is rightly a separate provision to allow locks to be changed without consent in certain family violence situations).¹¹⁹

In contrast, other states and territories allow certain modifications to be made without consent or only allow a landlord to refuse consent with the Tribunal's prior permission. Many of these permissible modifications are relevant to energy efficiency, children's safety (including in family violence situations), and disability access. Consideration should be given to ensuring Tasmanian renters enjoy this same level of flexibility, particularly if the RTA's minimum standards are not amended in line with the above recommendations.

For example, Victoria allows the following modifications (among others) without consent:¹²⁰

- wall anchoring devices to secure furniture (except on exposed brick or concrete walls);
- LED light globes which do not require a new light fitting;
- water efficient shower heads, if the original shower head is retained;
- blind or cord anchors;
- adhesive child safety locks on drawers and doors;
- hardware-mounted child safety gates on walls (other than exposed brick or concrete);
- pressure mounted child safety gates;
- a lock on a letterbox;
- non-permanent window film for insulation, reduced heat transfer or privacy; and

¹¹³ [Shelter Tasmania \(n 128\)](#); [TUT \(n 1\)](#).

¹¹⁴ [ACT Government, *Minimum Energy Efficiency Standards for Rental Homes*; *Residential Tenancies Act 1995* \(SA\) ss. 68A and 105PA.](#)

¹¹⁵ [Consumer Affairs \(Vic\), *New Minimum Energy Efficiency Standards*.](#)

¹¹⁶ [Residential Tenancies Regulations 2021 \(Vic\) Sch 4 and Sch 6.](#)

¹¹⁷ [Department of Energy, Environment and Climate Action \(Vic\), *Victorian Energy Upgrades*.](#)

¹¹⁸ [Tasmanian Government, *Tasmania's Energy Saver Loan Scheme*; André Leslie, 'Tasmania's Interest-free Energy Saver Loan Scheme Ends Early Due to High Demand, Exhausted Funds' *ABC News* \(online, 5 September 2025\).](#) I note the [Social Housing Energy Performance Initiative \(SHEPI\)](#) can support upgrades in social housing.

¹¹⁹ [Residential Tenancy Act 1997 \(Tas\) s.57\(2B\).](#)

¹²⁰ [Residential Tenancies Act 1997 \(Vic\) s.64\(1\)](#), [Residential Tenancies Regulations 2021 \(Vic\) r.26](#). Some of these apply to all premises and others only apply to a premises that is not registered under Victoria's *Heritage Act*.



- security lights, alarm systems or security cameras (where certain requirements are met).

An alternative approach is taken in the ACT, where a 'special modification' may only be refused if the landlord obtains the Tribunal's prior approval.¹²¹ These 'special modifications' include, for example, renovations, alterations and additions required:¹²²

- for the safety of the tenant or other people on the premises;
- to improve the energy efficiency of the premises;
- for the security of the premises, or the tenant or other people on the premises; or
- to assist with a tenant's disability (on written recommendation of a health practitioner).

Capturing safety and security measures within the definition of 'special modifications' is particularly important where people are at risk of family violence. Western Australia has recently recognised this and introduced a new law allowing a tenant, without consent, to make a 'prescribed modification' where required to prevent a person entering the premises (if that person's interest in the premises has been terminated by a Court on family violence grounds) or to prevent a person committing family violence where the tenant reasonably suspects they are likely to do so. The tenant must give the landlord written notice of their intention to make the modification, and the modification must be carried out by a 'suitable tradesperson'.¹²³

In addition to allowing tenants to make specified security modifications without consent, I agree with TUT that the authority under s.57(2B) of the RTA, which allows locks to be changed without consent in certain family violence situations, should be extended to cover situations where a restraint order is in place and should also apply where the orders specified in this sub-section are made to protect a sub-tenant.¹²⁴

Regulation of social housing and crisis accommodation

Research shows there has been little growth in Australia's social housing portfolio over the past 30 years.¹²⁵ Taken together with increasing numbers of applicants on the Housing Register,¹²⁶ pressure on the system has been mounting. While I commend the Tasmanian Government's commitment to deliver 10,000 additional social and affordable homes by 2032,¹²⁷ I support Shelter Tasmania's recommendation for Government to 'enhance investment in community housing'.¹²⁸ Apart from increasing investment in new supply, however, steps can be taken to improve the efficient allocation of existing social housing stock.

¹²¹ [Residential Tenancies Act 1997 \(ACT\) ss.71AA and 71AB\(3\)\(a\).](#)

¹²² [Ibid s.71AA \(definition of 'special modification' para \(b\)\).](#)

¹²³ [Residential Tenancies Amendment Act 2024 \(WA\) s.33 inserting s.50M into the Principal Act.](#) Does not apply to heritage listed properties. Prescribed modifications are listed in the [Residential Tenancies Regulations 1989 \(WA\) r.12BC.](#)

¹²⁴ TUT, Submission to the Department of Justice, *Modernising the Residential Tenancy Act* (June 2026).

¹²⁵ [Julie Lawson et al, Australia's Multi-provider Social Housing System: Contest or Growth \(AHURI Report No. 452, January 2026\).](#)

¹²⁶ [Homes Tasmania, Homes Tasmania Dashboard: April 2026.](#)

¹²⁷ [Tasmanian Government \(n 15\).](#)

¹²⁸ [Shelter Tasmania, Budget Priority Statement 2026-27.](#)



As outlined below, my recommendations on *social housing and crisis accommodation* are to:

- authorise social housing providers to transition tenants out of under-utilised three-bedroom social housing properties;
- ensure that social housing is reserved for people who meet the eligibility criteria; and
- develop a separate part of the RTA to cover tenancy agreements for crisis accommodation.

Authorise social housing providers to transition tenants out of under-utilised three-bedroom social housing properties

I note that the RTA gives social housing providers the authority to transition tenants out of under-utilised social homes of four or more bedrooms where ‘tenants do not reasonably require all of the bedrooms in the premises and alternative premises have been offered’.¹²⁹ This is an important efficiency measure, which should remain in place to free up a finite number of social homes with four or more bedrooms for larger families with children.

However, the limited scope of s.42(1)(db)(i) means that it does not apply to the significant number of under-utilised three-bedroom properties currently in the social housing portfolio.¹³⁰ This means that Tasmania’s social housing stock is not being used efficiently and that families with young children on the Housing Register may need to wait longer for a suitable three-bedroom home.

The experience of waiting for social housing has been detailed through an in-depth report following the Waithood Project.¹³¹ Among other things, the report outlines the detrimental impact of prolonged wait times on children in need of social housing. These impacts include, among others, the removal of children from a parent’s care, lack of routine and poor sleep because of moving from one crisis shelter to another, and inadequate nutrition due to lack of access to appropriate cooking facilities. The lack of stability can be especially difficult for children with a disability.¹³² Notably, Shelter Tasmania has reported that ‘[w]omen and children who require three- or four-bedroom properties are waiting far longer than any other cohort’.¹³³

In light of the above, consideration should be given to ensuring efficient allocation of the social housing portfolio by making amendments to authorise social housing providers to transition tenants out of under-utilised three-bedroom properties into smaller dwellings. However, additional factors may need to be considered before issuing a Notice to Vacate on the grounds of under-utilisation.

I note that s.45(3)(ca) of the RTA only allows a Court to make an order for vacant possession following a notice to vacate that was issued on the basis of under-utilisation if ‘vacating the premises would not result in unreasonable financial disadvantage, or unreasonable social disadvantage, to the tenant’. However, in my view this legislative safeguard may need to be reframed. Before transitioning social housing tenants out of under-utilised properties, decision-makers should have a statutory obligation to consider, among other things, the specific needs of any tenant who has a

¹²⁹ [Residential Tenancy Act 1997 \(Tas\) s.42\(1\)\(db\)\(i\).](#)

¹³⁰ [Homes Tasmania \(n 126\).](#)

¹³¹ [Alan Morris et al, *Waithood: The Experiences of Applying for and Waiting for Social Housing* \(Report for the Institute for Public Policy and Governance, University of Technology Sydney, 2023\).](#)

¹³² [Ibid.](#)

¹³³ [Shelter Tasmania, *Submission to the Department of Justice \(Tas\), Strengthening Our Responses to Family Violence in Tasmania: Family Violence Act 2004 and Related Legislation Discussion Paper* \(March 2026\).](#)



disability as well as other specific considerations to be determined in consultation with the sector and people with lived experience as social housing tenants.

Ensure that social housing is reserved for people who meet the eligibility criteria

As mentioned, social housing is a valuable and finite resource. However, following *Jordan v Community Housing Limited* [2024] TASSC 63 (the Jordan case) 'approved occupants' who move in with an existing social housing tenant (the primary leaseholder), are now considered to have a residential tenancy agreement with the owner and, as such, the same rights under the RTA as the primary leaseholder who applied for social housing through Housing Connect.

I note that the Court's reasoning was based on the fact that an approved occupant's income is factored into the rent calculation when they move in.¹³⁴ As such, they meet the criteria for a 'residential tenancy agreement' in s.10 as they are granted a 'right of occupancy' in exchange for 'value'. However, I am advised that approved occupants are not assessed, prior to moving in, to determine whether they meet the strict income and asset limits for social housing.¹³⁵ This is understandable, as a primary leaseholder should be allowed to have a family member, romantic partner or personal carer move in with them, regardless of that person's income and assets. However, the Jordan case has opened a way to obtain secure social housing tenure without applying through Housing Connect and meeting the eligibility criteria.

This means it may now be possible for people to effectively bypass the Housing Register and obtain secure tenure in social housing, potentially leading to longer wait times for applicants in desperate need of housing. Indeed, before the Jordan case, where a primary leaseholder vacated a property or died, the approved occupant would have been required to vacate as well. However, following the Jordan case, the approved occupant can now remain in the property as long as they do not breach the lease agreement or exceed the ongoing eligibility limits for social housing,¹³⁶ which are much more generous than the initial eligibility criteria.¹³⁷

In my view, consideration should be given to enacting amendments to ensure that social housing is chiefly reserved for people who are eligible for housing assistance. However, any such amendments should ensure that approved occupants are given sufficient notice of an intention to terminate their agreement and are given an opportunity to present their case (including by demonstrating their eligibility for social housing). Decision-makers should not only consider a person's eligibility but also whether exiting the approved occupant would result in 'unreasonable financial or social disadvantage'.¹³⁸

Develop a separate part of the RTA to cover tenancy agreements for crisis accommodation

Pursuant to the Regulations, the RTA does not apply to a tenancy agreement of three months or less which relates to accommodation for people experiencing homelessness or escaping family

¹³⁴ [Homes Tasmania, Social Housing Policy](#). The tenant contribution to rent for Homes Tasmania properties is 25 per cent of the household's income up to a maximum of the market rent for the property.

¹³⁵ These current limits are \$35,000 in assets and an income that qualifies for the Commonwealth Low-Income Healthcare Card which, for a single person with no children, is currently \$42,172 per annum. See [Homes Tasmania, Social Housing Policy](#) and [Services Australia, Income Test: Low Income Health Care Card](#).

¹³⁶ [Residential Tenancy Act 1997 \(Tas\) s.42\(1\)\(da\)](#).

¹³⁷ [Residential Tenancy Regulations 2025 \(Tas\) r.15](#). For a single person with no dependents, this would be the Greater Hobart Median Weekly Rent for August 2025 divided by 30 per cent, which, based on [Real Estate Institute of Tasmania data](#), would mean the income limit for ongoing eligibility for social housing is likely around \$95,000 per annum.

¹³⁸ TUT, Submission to the Department of Justice, *Modernising the Residential Tenancy Act* (June 2026).



violence.¹³⁹ This is an important exemption since crisis accommodation is meant to be a temporary measure to ensure that people have a safe place to stay while they secure longer-term housing. Indeed, crisis accommodation is not intended to provide ongoing tenure. Further, crisis accommodation providers, especially family violence shelters, need to be able to implement certain measures to ensure their tenants' safety, including but not limited to rules related to visitors attending the property. These sorts of rules are, quite rightly, not permitted for typical residential tenancy agreements under the RTA.

I have been advised, however, that the current three-month exemption period is insufficient as people are needing to remain in crisis accommodation for much longer due to the 'bottleneck' in accessing social and affordable housing options. This has led to problematic workarounds to avoid contravening the law including, in some instances, exiting vulnerable people from a shelter once the three-month period is complete. This poses a significant risk to the safety and wellbeing of people in crisis accommodation, including children and young people.

The current exemption period for crisis accommodation is clearly leading to adverse outcomes. However, I am advised that TUT considers a blanket exemption from the RTA to be unnecessary, since tenants in crisis accommodation should still have certain protections, including but not limited to minimum property standards. As such, to mitigate adverse outcomes in the short term, it may be worth temporarily extending the exemption period in the Regulations while consultation occurs with key stakeholders to develop a new part of the RTA to cover tenancy agreements for crisis accommodation. Importantly, I have been advised that both TUT and Homes Tasmania would support a fit-for-purpose framework in the RTA that covers crisis accommodation.

Tenancy agreements – administrative and regulatory matters

The administrative burden associated with applying for a rental property can be significant, as can the imposition on an applicant's privacy and the potential for information provided by applicants to be used to discriminate against them.¹⁴⁰ Further, some of the formal processes related to disputes are inaccessible and onerous, and can act as a deterrent to tenants, particularly young and inexperienced renters, who wish to raise a concern.¹⁴¹

As outlined below, my recommendations on *administrative and regulatory matters* are to:

- use standard rental application forms, limit the number of documents required to support an application and mandate the destruction of personal information within a specified period; and
- transfer the Magistrates Court's jurisdiction to TASCAT for tenancy-related disputes.

¹³⁹ [Residential Tenancy Regulations 2025 \(Tas\) r.7.](#)

¹⁴⁰ [Sophia Maalsen et al, *Implications of Tenant Data Collection in Housing: Protecting Australian Renters* \(AHURI Report No. 454, January 2026\).](#)

¹⁴¹ [TUT, *Tenancy Matters! – The Case for Transferring Tenancy Cases from the Magistrates Court to TASCAT* \(Report, July 2024\).](#)



Use standard rental applications forms, limit the number of documents required to support an application and mandate the destruction of personal information within a specified period

National Cabinet's *Better Deal for Renters*¹⁴² calls for specific measures to make rental applications easier and to protect renters' personal information, including but not limited to standardising user-friendly application forms, setting limits on the number of documents required to support a rental application, specifying what information may not be collected and mandating the destruction of renters' personal information within specified periods.

Due to the power imbalance between landlords and prospective tenants, the former have been in a position, due to lack of regulatory limits, to demand excessive amounts of sensitive information from rental applicants, some of which can be used to unfairly discriminate against particular cohorts, including students, young people, and families with young children.¹⁴³ There is a clear need to implement the *Better Deal for Renters* to ensure a level playing field among rental applicants and to mitigate privacy and data security risks.¹⁴⁴ I note that a number of jurisdictions have already addressed these issues, including Victoria,¹⁴⁵ South Australia,¹⁴⁶ and the Northern Territory.¹⁴⁷

In my view, landlords in Tasmania should be limited to requesting just two forms of evidence for each assessment requirement, and consideration should be given to the views of the Australian Information Commissioner regarding what documents and information are unnecessary to assess a rental application.¹⁴⁸ Requests for highly sensitive documents and information, which can facilitate discriminatory practices, should be explicitly prohibited. This includes bank statements, history of family violence, citizenship status, education level, medical records, public housing history and the names and ages of any dependent children.¹⁴⁹

Moreover, consideration should also be given to TUT's recommendations regarding the destruction of information and documents provided to support an application, and the provision of any such information to third parties.¹⁵⁰

Transfer the Magistrates Court's jurisdiction to TASCAT for tenancy-related disputes

As TUT notes, parties to residential tenancy disputes face significant delays in the Magistrates Court, especially for 'non-urgent' matters.¹⁵¹ Attending Court can also be a very intimidating experience (especially for young people) which, together with the associated cost and effort, can deter renters from seeking to have their rights enforced.¹⁵² The functions of the Residential Tenancy Commissioner to resolve disputes about simple matters, like security deposits, provides a simpler and more streamlined process.¹⁵³ However, to promote a more efficient and user-friendly way to resolve more complex disputes, I see merit in, and accordingly support, TUT's view that the Magistrates Court's jurisdiction for tenancy-related disputes should be transferred to TASCAT.¹⁵⁴

¹⁴² [National Cabinet, A Better Deal for Renters \(16 August 2023\).](#)

¹⁴³ [Commissioner Initiated Investigation into IRE Pty Ltd \(Privacy\) \[2026\] AICmr 24 \(1 April 2026\) at \[5\].](#)

¹⁴⁴ [Sophia Maalsen et al \(n 140\).](#)

¹⁴⁵ [Residential Tenancies Act 1997 \(Vic\) ss.30AC, 30BA and 30C.](#)

¹⁴⁶ [Residential Tenancies Act 1995 \(SA\) s.76B; Residential Tenancies Regulations 2025 \(SA\) r.8.](#)

¹⁴⁷ [Residential Tenancies Act 1999 \(NT\) ss.18A and 18B.](#)

¹⁴⁸ [Commissioner Initiated Investigation into IRE Pty Ltd \(Privacy\) \[2026\] AICmr 24 \(1 April 2026\) at \[83\].](#)

¹⁴⁹ [Residential Tenancies Regulations 2025 \(SA\) r.8.](#)

¹⁵⁰ TUT, Submission to the Department of Justice, *Modernising the Residential Tenancy Act* (June 2026).

¹⁵¹ [TUT \(n 141\).](#)

¹⁵² [Ibid.](#)

¹⁵³ [Residential Tenancy Act 1997 \(Tas\) s.8.](#)

¹⁵⁴ [TUT \(n 141\).](#)



Tenancy protections for non-standard tenancy arrangements, and vulnerable or disadvantaged groups

The RTA chiefly contemplates private tenancy agreements that involve a direct agreement between an owner and tenant(s). Sub-lease arrangements are only permitted in limited circumstances,¹⁵⁵ with insufficient protections,¹⁵⁶ while tenants in a share house arrangement are treated as an indivisible household when, in reality, they are often younger people who are unrelated and whose lives are not otherwise entwined.¹⁵⁷ The RTA's treatment of sub-lease arrangements and shared tenancies fails to reflect contemporary circumstances, is grossly inadequate and needs to be addressed.

Further, groups of people with particular identity characteristics, and certain vulnerable or disadvantaged groups, can face additional challenges securing a rental property and meeting their obligations under current RTA provisions. Improved protections are needed for these tenant groups. The cohorts I am particularly concerned about include:¹⁵⁸

- households with children (especially single-parent households and migrant families);
- adolescent and young adult renters, particularly LGBTQI+ young people and young people on low incomes;
- children and young people with a disability;
- victim-survivors of family violence; and
- young people leaving out-of-home care or youth justice detention.

As outlined below, my recommendations regarding *non-standard tenancy arrangements and vulnerable and disadvantaged groups* are to:

- address inadequacies in the RTA's treatment of sub-tenancies;
- address inadequacies in the RTA's treatment of boarding premises and share houses;
- prohibit landlords and head tenants from discriminating against prospective tenants and sub-tenants with certain identity characteristics; and
- expand the protections available to people experiencing violence in their rental home.

Address inadequacies in the RTA's treatment of sub-tenancies

Young people, including international students, are among those more likely to rent premises under a sub-lease.¹⁵⁹ Indeed, sub-tenants are generally people who have been unable to secure a lease directly with an owner, potentially due to discrimination, and can often be from more vulnerable groups.¹⁶⁰ Despite this vulnerability, sub-tenants in private rentals have virtually no rights under the

¹⁵⁵ [Residential Tenancy Act 1997 \(Tas\) s.49.](#)

¹⁵⁶ [Adam Holmes, 'Company Acting as "Sublandlord" Accused of Creating Invalid Sublet Agreements in Hobart' ABC News \(online, 24 March 2025\).](#)

¹⁵⁷ [Zoë Goodall and Wendy Stone, 'Sharing Risk in Shared Housing: Rental Regulations and Housing Justice in Australia' \(2025\) 25\(5\) International Journal of Housing Policy 873.](#)

¹⁵⁸ [Sophia Maalsen et al, Understanding Discrimination Effects in Private Rental Housing \(AHURI Final Report No. 363, September 2021\).](#)

¹⁵⁹ [Zoë Goodall and Wendy Stone \(n 157\).](#)

¹⁶⁰ [Adam Holmes \(n 156\).](#)



RTA,¹⁶¹ and research shows that sub-leases can often involve 'exploitative arrangements with precarious tenure security'.¹⁶²

In Tasmania, while sub-leasing an entire private rental property is prohibited under the RTA (unless it is a sub-lease to the head tenant's employee),¹⁶³ a sub-tenant residing in a property in contravention of this rule has no protection. Where such an arrangement comes to the owner's attention, the sub-tenant would need to vacate the property. Further, even where a sub-lease satisfies the requirements in s.49(1) of the RTA, sub-tenants often have few, if any, rights in relation to property maintenance concerns or termination of their sub-lease agreement and may also have difficulty getting their bond back when they vacate a property.

The Tasmanian Government has been aware of these issues for some time,¹⁶⁴ and the current review of the RTA presents an opportunity to take decisive action to ensure that vulnerable sub-tenants are better protected. As TUT suggests, this could potentially be achieved by stipulating that all sub-tenancy agreements must comply with the RTA, and by amending the definitions of 'owner' and 'tenant' in s.3 so they explicitly cover head tenants and sub-tenants respectively.¹⁶⁵ This approach is taken in other jurisdictions, including but not limited to NSW¹⁶⁶ and the ACT.¹⁶⁷ Reference to a 'social housing sub-lease' in s.10(1) may also need to be amended so it is clear that all sub-leases are treated as a 'residential tenancy agreement'.

In addition, further protections for sub-tenants may need to be specified, including provisions related to rent payable under a sub-lease, requests for repairs by a sub-tenant, payment and return of security deposits under a sub-lease and clear mechanisms for dispute resolution. These provisions should be drafted in close consultation with key stakeholders, including TUT.

Address inadequacies in the RTA's treatment of boarding premises and share houses

I note that the boarding premises regime in Part 4A of the RTA permits, in particular circumstances, separate lease agreements in relation to a single residential premises where there are certain shared facilities. I am concerned, however, that a building occupied predominantly by tertiary students or TAFE students falls outside this regime.¹⁶⁸ The rationale for this exclusion is unclear and can potentially leave young students without protections under the RTA. Appropriate revisions to the boarding premises regime should be drafted in close consultation with key stakeholders to ensure that young students, including vulnerable international students, are protected under the legislation.

Apart from shared arrangements in boarding premises, young people often share residential premises under a single lease agreement in a 'share house', and are typically treated as an indivisible household, even though this is rarely the case. While this issue is not unique to Tasmania,¹⁶⁹ the provisions in the RTA do not adequately deal with these arrangements and amendments are required.¹⁷⁰ In particular, clear dispute resolution mechanisms for share house

¹⁶¹ [Ibid.](#)

¹⁶² [Zoë Goodall and Wendy Stone \(n 157\).](#)

¹⁶³ [Residential Tenancy Act 1997 \(Tas\) s.49\(1\)\(b\).](#)

¹⁶⁴ [Adam Holmes \(n 156\).](#)

¹⁶⁵ TUT, Submission to the Department of Justice, *Modernising the Residential Tenancy Act* (June 2026).

¹⁶⁶ [Residential Tenancies Act 2010 \(NSW\) s.3 \(definitions of 'landlord' and 'tenant'\).](#)

¹⁶⁷ [Residential Tenancies Act 1997 \(ACT\) ss.5 and 6.](#)

¹⁶⁸ [Residential Tenancy Act 1997 \(Tas\) s.3 \(definition of 'boarding premises'\).](#)

¹⁶⁹ [Zoë Goodall and Wendy Stone \(n 157\).](#)

¹⁷⁰ There is some recognition in s.47C of the RTA that where one tenant under a joint tenancy leaves the premises, they are not liable for loss caused by an act or omission of any other tenant once they have vacated.



arrangements are needed, and specialised provisions that cover situations where a single share house tenant is breaching the lease and risking eviction for all occupants.¹⁷¹

In drafting these provisions, consideration should be given to the comprehensive regime in the ACT,¹⁷² where a new Part 3A was introduced in 2020 to cover co-tenancies.¹⁷³ This is because the law at the time did not ‘align with community behaviours or expectations’ and it was necessary to make house sharing simpler.¹⁷⁴ I anticipate such amendments would likewise simplify, and thereby increase access to, house sharing for young people in Tasmania.

Prohibit landlords and head tenants from discriminating against prospective tenants and sub-tenants with certain identity characteristics

I note that Tasmania’s *Anti-Discrimination Act 1998* prohibits discrimination in a specified ‘area of activity’ (including the area of ‘accommodation’) where that discrimination is based on a protected attribute including but not limited to age, sexual orientation, gender identity, sex characteristics, marital status, parental status, race, disability and irrelevant criminal record.¹⁷⁵ However, consideration should be given to whether making a complaint to the Anti-Discrimination Commissioner following alleged discrimination in relation to rental accommodation is sufficient in and of itself to deter discriminatory conduct, noting also that many who experience discrimination are unlikely to bring a complaint.

With this in mind, I note that residential tenancy laws in several other jurisdictions include specific penalty provisions related to certain discriminatory conduct. For example, Victoria, South Australia and Western Australia all include a penalty provision for discriminating against tenants with children.¹⁷⁶ Further, Victoria also expressly prohibits a landlord from refusing to let premises to a person based on a protected attribute under the *Equal Opportunity Act 2010* (Vic), with some limited exceptions,¹⁷⁷ while Western Australia includes a penalty provision for discriminating against prospective tenants subjected or exposed to family violence.¹⁷⁸

In my view, consideration should be given to adopting the approach in ss.30 and 30A of Victoria’s Act, as well as s.56A of Western Australia’s Act. This will help prevent discrimination against various cohorts, including young applicants, LGBTQI+ applicants, victim-survivors of family violence, applicants with children, applicants with a disability and applicants with an irrelevant criminal record. These protections should also apply to subletting decisions.¹⁷⁹

Expand the protections to available to people experiencing violence in their rental home

In addition to prohibiting discrimination against rental applicants with a history of family violence, further tenancy protections are needed for all victim-survivors of violence in the home. I note that s.17 of the *Family Violence Act 2004* (FV Act) provides certain protections for victim-survivor tenants,

¹⁷¹ TUT, Submission to the Department of Justice, *Modernising the Residential Tenancy Act* (June 2026).

¹⁷² [Residential Tenancies Act 1997 \(ACT\) Part 3A](#).

¹⁷³ [Residential Tenancies Amendment Act 2020 \(ACT\) s.17](#) introduced a new Part 3A.

¹⁷⁴ [Revised Explanatory Statement, Residential Tenancies Amendment Bill 2020 \(ACT\) 12](#).

¹⁷⁵ [Anti-Discrimination Act 1998 \(Tas\) ss.16 and 22](#).

¹⁷⁶ [Residential Tenancies Act 1997 \(Vic\) s.30](#); [Residential Tenancies Act 1995 \(SA\) s.52](#); [Residential Tenancies Act 1987 \(WA\) s.56](#).

¹⁷⁷ [Residential Tenancies Act 1997 \(Vic\) s.30A](#).

¹⁷⁸ [Residential Tenancies Act 1987 \(WA\) s.56A](#).

¹⁷⁹ See, for example, s.74(3) of the [Residential Tenancies Act 1995 \(SA\)](#).



but the range of people who can benefit from these safeguards is quite limited.¹⁸⁰ Section 17 only covers circumstances where a Family Violence Order (FVO) is to be made against someone who is a tenant in the same rental property as the 'affected person' (where 'affected person' is defined as 'a person against whom family violence is directed'). Further, 'family violence' only relates to spouse or partner relationships.¹⁸¹ Children are not recognised as victim-survivors of family violence in their own right, except if they are aged between 16 and 18 and experience abuse from their partner.¹⁸²

This presents three significant issues. Firstly, a young person who is experiencing violence in a share house arrangement, committed by a person with whom they are not in a 'significant relationship',¹⁸³ cannot apply for an FVO and, therefore, cannot access the protections under s.17 of the FV Act. Secondly, even where a young person is renting with a 'spouse or partner' who is violent towards them, they must first apply for an FVO before they can access the benefits of s.17. Thirdly, even if a victim-survivor has an FVO in place in relation to a former spouse or partner, they cannot exit a lease agreement if the offender is not currently living with them but knows the victim-survivor's new address and is continuing to abuse them.

In my view, consideration should be given to the very different approach taken in NSW. Under NSW legislation, a domestic violence offence can be committed against someone with whom the offender has (or has had) a 'domestic relationship', which is broadly defined to include, among other relationships, a person who is living or who has lived in the same household.¹⁸⁴ Further, under NSW law, a tenant can give the landlord a termination notice if that person or their dependent child is in 'circumstances of domestic violence'.¹⁸⁵ This covers a variety of circumstances and is not limited to situations where a domestic violence order has been issued. Importantly, it covers situations where the tenant has been 'declared by a *competent person* to be a victim of domestic violence perpetrated by the relevant domestic violence offender during the currency of the residential tenancy agreement' (emphasis added).¹⁸⁶ This is a broad provision and is not limited to violence committed by a current co-tenant.¹⁸⁷

In my view, Tasmania should consider adopting a similar approach to NSW as outlined above and should also implement further protections for victim-survivor tenants outlined by Community Legal Centres Tasmania,¹⁸⁸ including in relation to bonds, blacklisting and liability for property damage caused by the offender. Finally, in addition to the above, noting again the limited scope of relationships covered by the FV Act, I also recommend that the same rental safeguards available to victim-survivors of 'family violence', as currently defined in Tasmanian law, should also extend to victim-survivors of child abuse. Indeed, I note that as part of the 'Enduring Statement of Intent' in

¹⁸⁰ I note the recent announcement that improvements will be made to better protect family violence victim-survivors living in Tasmanian rental properties. See [Attorney-General, *Strengthening Our Responses to Family Violence* \(Media Release, 28 May 2026\)](#).

¹⁸¹ [Family Violence Act 2004 \(Tas\) s.7\(1\)](#).

¹⁸² [Ibid s.4 \(definitions of 'spouse or partner' and 'family relationship'\)](#).

¹⁸³ [Ibid s.4 \(definition of 'family relationship'\)](#).

¹⁸⁴ [Crimes \(Domestic and Personal Violence\) Act 2007 \(NSW\) ss.11 and 5\(1\)\(d\)](#).

¹⁸⁵ [Residential Tenancies Act 2010 \(NSW\) s.105B](#).

¹⁸⁶ [Ibid s.105B\(2\)\(d\)](#). A 'competent person' is defined in s.105A and includes, among others, a registered health practitioner, registered social worker and employee of a government child welfare agency.

¹⁸⁷ [Residential Tenancies Regulations 2019 \(NSW\) Sch 3](#). Schedule 3 notes that for the purposes of s.105B of the associated Act, '[a] "relevant domestic violence offender" must be the tenant's co-tenant or former co-tenant, or an occupant or former occupant of the tenant's residence or a person with whom the tenant has or has had a domestic relationship'.

¹⁸⁸ [Community Legal Centres \(Tas\), Submission to the Department of Justice, *Strengthening Our Responses to Family Violence in Tasmania: Family Violence and Related Legislation Discussion Paper* \(April 2026\)](#).



Tasmania's *Change for Children* strategy, the Tasmanian Government has committed to ensure that 'communities know that children and young people must be safe in their homes'.¹⁸⁹

Concluding statement

Thank you for taking the time to properly consult on this important law reform project. It is my sincere hope that comprehensive amendments to the RTA will significantly improve renters' access to a safe, secure, appropriate and affordable housing. Should you have any questions about the feedback provided, you are welcome to contact this Office for more detail.

Yours sincerely,

Ros Cornish AM

Interim Commissioner for Children and Young People

cc: The Hon Guy Barnett MP, Attorney-General
The Hon Jo Palmer MLC, Minister for Children and Youth
The Hon Kerry Vincent MLC, Minister for Housing and Planning

¹⁸⁹ [Department of Premier and Cabinet \(Tas\), *Change for Children: Tasmania's 10-Year Strategy for Upholding the Rights of Children by Preventing, Identifying and Responding to Child Sexual Abuse* \(March 2025\).](#)