

Residential Tenancies and Rooming Accommodation Regulation 2025

Human Rights Certificate

Prepared in accordance with Part 3 of the *Human Rights Act 2019*

In accordance with section 41 of the *Human Rights Act 2019*, I, Sam O'Connor, Minister for Housing and Public Works and Minister for Youth, provide this human rights certificate with respect to the *Residential Tenancies and Rooming Accommodation Regulation 2025* made under the *Residential Tenancies and Rooming Accommodation Act 2008* and *State Penalties Enforcement Act 1999*.

In my opinion, the *Residential Tenancies and Rooming Accommodation Regulation 2025* (RTRA Regulation) is compatible with the human rights protected by the *Human Rights Act 2019* (HR Act). I base my opinion on the reasons outlined in this statement.

Note: The RTRA Regulation and the RTRA Act cover all agreement types (general residential tenancy agreements, moveable dwelling agreements and rooming accommodation agreements). For ease of reference, the term 'renters' is used to describe tenants in general residential tenancies and moveable dwelling premises, and residents in rooming accommodation. 'Property owners' is used to describe lessors in general residential tenancy and moveable dwelling agreements and providers in rooming accommodation agreements. Where the provision relates to a specific agreement type, the more specific terms 'tenant', 'resident', 'lessor' and 'provider' are used.

Overview of the Subordinate Legislation

The *Residential Tenancies and Rooming Accommodation Act 2008* (RTRA Act) establishes a framework for managing tenancy arrangements in Queensland by establishing the rights and responsibilities of parties to rental agreements.

The RTRA Regulation supports the RTRA Act by prescribing specific detail about obligations of parties, including:

- standard terms and required details for rental agreements
- information for rental application form and restricted way of submitting it
- fee for the sale of a caravan
- values for abandoned goods and required period for storing them
- water efficiency requirements
- house rules in rooming accommodation
- the period before a notice to leave can be issued for repeated breaches
- approved reasons for listing renters on tenancy databases
- minimum housing standards
- approved persons to authorise evidence of domestic and family violence.

The RTRA Regulation is being made to replace the expiring *Residential Tenancies and Rooming Accommodation Regulation 2009* (2009 Regulation).

Under the *Statutory Instruments Act 1992* (SIA), subordinate legislation automatically expires after 10 years unless it is exempted from expiry by a regulation made under the SIA.

The 2009 Regulation was exempted from expiry since 2020 under section 56A(6)(a) of the SIA on the grounds the RTRA Act has been subject to ongoing review since 2018. The current exemption from expiry will end on 31 August 2025.

A sunset review of the 2009 Regulation was undertaken to evaluate its continuing need, effectiveness and efficiency. The review focused on parts of the 2009 Regulation that have not been examined for several years or were not amended to support the *Housing Legislation Amendment Act 2021* (HLAA), the *Local Government Electoral and Other Legislation (Expenditure Caps) Amendment Act 2023* or the *Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Act 2024* (RTRAOLA Act).

The outcome of the sunset review is that there is an ongoing need for the 2009 Regulation and that it is generally operating efficiently and effectively. However, some updates to existing provisions are necessary to ensure fees and values remain relevant, and some improvements could be made to enhance the regulation's effectiveness and improve clarification. These include:

- updating the market values for abandoned goods
- prescribing—for an abandoned caravan, its contents and other goods used in occupying the caravan—a market value of \$5,000 and amending the required storage period from three months to two
- clarifying in the house rules that a resident's right to 'quiet enjoyment' applies to the premises not just their room
- removing the tiered fee structure for the sale or attempted sale of a caravan and establishing a maximum flat fee of four per cent
- clarifying that good repair in a minimum housing standard means taps and showerheads that do not leak
- prescribing that emergency contact details for renters are required details for rental agreements.

The RTRA Regulation also amends the State Penalties Enforcement Regulation 2014 (SPE Regulation) to prescribe an offence provision and corresponding infringement notice fine penalty units to enable the Residential Tenancies Authority (RTA) to issue a penalty infringement notice if a provider or provider's agent does not ensure a rooming accommodation agreement entered into with a resident is in writing or to the extent and in the way required by the provision.

Human Rights Issues

Human rights relevant to the subordinate legislation (Part 2, Division 2 and 3 *Human Rights Act 2019*)

The RTRA Regulation supports the operation of the RTRA Act for the efficient management of rental agreements in Queensland.

The RTRA Regulation seeks to balance the rights and interests of renters and rental property owners.

On the one hand, property owners have a right to control their property in the way they wish. Section 24 of the HR Act provides that all persons have the right to own property alone or in association with others and that a person must not be arbitrarily deprived of the person's property. The ability to own and protect property historically underpins many of the structures essential to maintaining a free and democratic society based on human dignity, equality and freedom. The right includes protection from arbitrary deprivation of property. Deprivation in this sense has been held to include the substantial restriction on a person's use or enjoyment of their property. Property is likely to include all real and personal property interests recognised under general law and can include money derived from the rental agreement. A deprivation of property will be arbitrary if it is capricious, unjust, unreasonable or disproportionate to a legitimate aim sought.

Property owners also have a right to hold an opinion and the right to seek, receive and express information under section 21 of the HR Act. The right to hold an opinion informed by information provided by prospective renters is also related to protection of their property in terms of managing risk.

On the other hand, renters also have human rights related to access to housing. By improving stability in the private rental market in Queensland, the RTRA Regulation protects and promotes human rights related to home as well as threats to physical and mental integrity which come with housing insecurity, such as:

- The freedom to choose where to live (section 19 of the HR Act 2019), which may be impacted by onerous or invasive selection processes when choosing between renters or any costs for renters to apply.
- Property rights (section 24 of the HR Act), which may be promoted by access to the property required to live a life with dignity, to retain property in the form of financial assets, safeguard a rental investment and protect a renter's personal belongings.
- Right to privacy, family and home (section 25(a) of the HR Act 2019). A person's physical and mental integrity may be imperilled by homelessness.
- Protection of families and the best interests of the child (section 26(1) and (2) of the HR Act 2019). Under section 26(1), the State has a positive obligation to protect the existence of the family. Under section 26(2), children have a right to protection in their best interests, including housing security.
- Security of the person (section 29(1) of the HR Act 2019), which encompasses freedom 'from injury to the body and the mind, or bodily and mental integrity'.

The RTRA Regulation seeks to balance the competing human rights at stake to promote access to housing. The RTRA Regulation will benefit both renters and property owners by providing clarity, consistency and promoting fair and consistent practices. This is likely to reduce time-consuming, expensive and upsetting disputes about rental agreements that would otherwise be conciliated by the RTA or heard by the Queensland Civil and Administrative Tribunal.

The human rights relevant to the RTRA Regulation are:

- Right to enjoy human rights without discrimination (section 15(2))
- Freedom of expression (section 21)
- Property rights (section 24)
- Privacy and reputation (section 25)
- Protection of families and children (section 26)

The proportionality of any limits is considered below.

Standard terms and required details for rental agreements

Sections 55, 73 and 527C of the RTRA Act allow the RTRA Regulation to prescribe standard terms for inclusions in rental agreements (residential tenancy agreement, moveable dwelling agreement, rooming accommodation agreement and state housing agreement) and replacement terms for a community housing provider tenancy agreement. Sections 206 and 248 of the RTRA Act require the renters to be provided with written details about the property owner's and/or manager's name and address for service.

The standard terms and required details for rental agreements, including names, addresses and contact details of renters, property owners, managers and emergency contacts, are contained in Schedules 1 to 5 and are updated as required to ensure consistency with any RTRA Act amendments.

Human rights potentially limited (part 2, divisions 2 and 3 HR Act)

The RTRA Regulation prescribes information that can be collected from the parties for inclusion in an agreement. This includes personal details about the property owner, emergency contact details for the renters and other information of a personal nature. To address privacy concerns, in some instances the RTRA Regulation provides that the provision of information is optional. For example, a property owner can choose not to provide their address for service where an agent is authorised to stand in their stead or their contact details for emergency repairs and instead provide the details of the agency managing the rental agreement.

The provision of information by parties in a rental agreement may limit the property owner's, manager's and renter's right to privacy in section 25(a) of the HR Act, and the freedom of expression in section 21 (which may include the right to say nothing or the right not to say certain things). The right to privacy will only be limited where interference is unlawful or arbitrary.

The prescribed standard terms in the RTRA Regulation re-state relevant provisions from the RTRA Act. The standard terms do not arbitrarily deprive a person of their property and outline the respective rights and obligations of property owners and renters in respect of rental property in a way that is proportionate to the legitimate policy objective of supporting individuals and families to access safe and secure rental accommodation.

Consideration of reasonable limitations on human rights (section 13 of the HR Act)

Any interference with right to privacy is reasonable and justified as follows:

- Nature of the human right – what is at stake in human rights terms is whether the interference with privacy or freedom of expression is considered arbitrary. Completing the rental agreement is not considered an arbitrary infringement of privacy as the contents are limited to that information necessary for managing the rental arrangements between the parties, the parties are entering into a contractual agreement, property owners may provide the details of the agent instead of their own, and the RTRA Act requires that renters personal information must be securely stored, accessed only for purposes relating to the management of the agreement and destroyed in a secure way.
- Purpose – the purpose of prescribing standard terms that form the foundation of rental agreements in Queensland is to foster stability and fairness within the rental sector. By regularly updating the terms when the RTRA Act is amended, the RTRA Regulation ensures standard terms remain consistent with the RTRA Act. The absence of this safeguard could lead to inconsistent practices across the sector, destabilising the rental market, and collecting additional personal information than is necessary for the agreement. The purpose of collecting personal information, such as names, addresses, contact details and emergency contact details, is to ensure the rights of both parties are upheld throughout the term of the agreement.
- Relationship between limitation and its purpose – the standard terms assist the rental sector to consistently apply the RTRA Act. The required information section standardises the personal information collected as part of the rental agreement and limits the collection to what is necessary to enter into a contract between the parties and who to contact in emergencies. The limitation on privacy is not arbitrary and is justifiable.
- Less restrictive alternatives – not prescribing standard terms and required details and allowing bespoke rental agreements, would increase complexity and costs for the sector to develop compliant agreements and risks parties not being afforded their rights under the RTRA Act due to rental agreements including unlawful terms. Without identifying the extent of required personal information to include in rental agreements, creates a risk that renters and property owners would have to provide more extensive, invasive personal information than is reasonable or necessary. There are no less restrictive alternatives that would achieve the objective.
- Fair balance – the impact on privacy is relatively minor for both property owners and renters, recognising the privacy protections in place under the RTRA Act. Ultimately, the need for a stable, transparent and fair private rental market, outweighs the relatively small impacts.

As the interference with privacy is proportionate and not arbitrary, these rights are not limited. Accordingly, these provisions are compatible with human rights.

Rental applications

Sections 57B and 76C of the RTRA Act provide that if a rental property owner or property manager deem it necessary for a rental applicant to formally apply for a rental premises, the required application form must be used. Under these provisions the required application form is an approved form that requests essential information such as the applicant's: name and contact details, details of previous rental agreements, current employment, income, referees, intended term of the agreement and any other prescribed information.

The RTRA Regulation prescribes information for the required application form including financial ability to pay rent if the applicant cannot provide employment or income details, number of occupants and occupants under the age of 18, number and type of pets and vehicles.

Sections 57B and 76C of the RTRA Act provide that a rental property owner or property manager must nominate at least two ways for an applicant to submit a rental application, and at least one of the ways must not be a restricted way. A restricted way for submitting a rental application includes a way prescribed by regulation to be a restricted way.

The RTRA Regulation prescribes that a restricted way is a way that requires a prospective renter to pay an amount in relation to submitting a rental application.

Human rights potentially limited (part 2, divisions 2 and 3 HR Act)

While the RTRA Regulation expands the information that can be collected by the required application form, the amount and type of renter information that can be collected is restricted and may limit the property owner's right to property (section 24 of the HR Act) by confining the manner in which a person may deal with, and benefit from, their investment property.

Property owners have the right to decide who can live in their property and may request information to assess a renter's suitability. Any limitation on this right could impact property rights but only if the deprivation is arbitrary. Conversely, prescribing additional information in the application form may potentially limit an applicant's right to privacy in section 25(a) of the HR Act, and the freedom of expression in section 21, which may include the right to say nothing or the right not to say certain things. The right to privacy and freedom of expression will only be limited where the interference is unlawful or arbitrary.

The option to disclose additional information may also potentially limit a prospective renter's right to enjoy their human rights without discrimination and protect their reputation. Due to the desire to secure a rental property, applicants may feel compelled to disclose details of pets, boats, motor vehicles and trailers, which may in some cases provide grounds for refusing the application.

However, discrimination under the HR Act is defined as including discrimination on basis of an attribute mentioned in the *Anti-Discrimination Act 1991* (Anti-Discrimination Act). It is likely that to the extent the definition encompasses other kinds of discrimination, it would be limited to discrimination of a kind analogous to that prescribed by the Anti-Discrimination Act. Ownership of pets (as distinct from service animals), cars, boat etc is not analogous to a protected attribute under the Anti-Discrimination Act.

Prescribing that a way that requires the prospective renter to pay an amount in relation to submitting the application is a restricted way may potentially limit a property owners' rights to property (section 24 of the HR Act). The definition of 'property' in the *Acts Interpretation Act 1954* includes 'money'. By requiring a property owner to provide a way for a prospective renter to submit an application that does not involve paying a fee, the property owner may be required to pay for a due diligence check (for example a background or tenancy check), denying the owner the cost of the due diligence check. However, the right to property will only be limited if the property is deprived arbitrarily. In a human rights context, arbitrary refers to conduct that is capricious, unjust, unreasonable or disproportionate. If an interference is proportionate under section 13 of the HR Act, it will not be arbitrary.

Consideration of reasonable limitations on human rights (section 13 HR Act)

Any interference with property is reasonable and justified as follows:

- Nature of the human right – what is at stake in human rights terms is a property owner's right to protect their property by selecting an appropriate prospective renter to occupy the rental property and the ability to retain property in the form of money when undertaking renter selection. What is also at stake in human rights terms is a renter's right to protect their personal information and reputation and the limitations on the right to say nothing or not provide information.
- Purpose – the purpose of allowing certain personal information to be collected is to allow property owners to obtain the information they need to decide applications for rental agreements. That serves to promote freedom of expression in section 21 of the HR Act. On the other hand, the purpose of preventing property owners from seeking further information is to protect the privacy of prospective renters. That serves to protect the right to privacy in section 25(a) of the HR Act. Protecting human rights is a proper purpose consistent with a free and democratic society based on human dignity, equality and freedom.

The purpose of prescribing that a restricted way of submitting a rental application is a way that requires a renter to pay an amount, is to ensure that renters are provided with an option to submit their application in a way that does not carry a cost and does not create a financial barrier to access appropriate housing. This seeks to ensure the rental market is fair and equitable, which is a proper purpose consistent with a free and democratic society based on human dignity, equality and freedom.

- Relationship between limitation and its purpose – while the RTRA Regulation extends the type of information that may be collected, prospective renter information remains limited and ensures only enough personal information is collected from renters to allow a property owner to assess a prospective renter's ability to pay rent and suitability for the property. A renter's right to freedom of expression is somewhat limited, because although there is no legislative requirement for prospective renters to provide the information prescribed, in the current rental market a prospective renter's application may not be considered as suitable as another applicant's if the requested information is not provided. However, allowing property owners to request the additional information is necessary to ensure that property owners have sufficient information to make an informed decision about the prospective renter.

The RTRA Regulation protects the renter's right to property by removing a financial barrier to submit an application while potentially limiting the property owners' right. The potential limitation of property owners' rights is necessary to ensure fairness and equality in the rental application process.

- Less restrictive alternatives – alternatives to prescribing additional information that can be collected from prospective renters in the RTRA Regulation would be to either prescribe no additional information or prescribe more. To prescribe no additional information would not meet the needs of the property owner in collecting all required information to make an informed decision between renter applicants. Prescribing more additional information would not achieve the policy intent to protect renters' personal information. The additional information prescribed in the RTRA Regulation balances the information needs of the property owner and the privacy needs of the renter. The impacts on freedom of expression

and the right to privacy are narrowly tailored to what is reasonably necessary. There are no less restrictive alternatives that would achieve the objective.

Alternatives to prescribing an additional restricted way for submitting rental applications would be to retain the status quo and not prescribe an additional restricted way, or to provide non-mandatory guidance to the sector. Neither option would achieve the policy intent of ensuring renters are given a fee-free way to submit a rental application. Prescribing an additional restricted way to submit an application allows the policy objective to be achieved, balancing the rights of the renter and property owners. There are no less restrictive alternatives that would achieve the objective.

- Fair balance – the RTRA Regulation strikes an appropriate balance between the freedom of property owners to seek and receive information, and the right of renters to keep personal information to themselves. The impact on property, privacy and freedom of expression are minor and necessary to ensure fairness in the rental application process.

As the interference with property rights, privacy and freedom of expression is proportionate and not arbitrary, these rights are not limited. Accordingly, these provisions are compatible with human rights.

Fee for sale of a caravan

The RTRA Act provides in section 241 that a property owner of a moveable dwelling premises (a park owner), in supplying a service to sell or attempt to sell a caravan, must not charge the renter (caravan owner) a fee greater than an amount prescribed by regulation.

The RTRA Regulation establishes the maximum amount of a park owner's fee for sale or attempted sale of a caravan is four per cent of the sale price.

Human rights potentially limited (part 2, divisions 2 and 3 HR Act)

The human rights engaged by this provision are the rights to property (section 24 of the HR Act) by restricting the amount a property owner or manager can charge a renter for the sale of their property (caravan). This includes money (fee) as a property as well as physical property.

Consideration of reasonable limitations on human rights (section 13 HR Act)

Any interference with property is reasonable and justified as follows:

- Nature of the human right – what is at stake in human rights terms is the ability of the park owner and caravan owner to charge for and retain property in the form of money. Prescribing a fee limits the ability of the caravan park owner to make money. However, as the caravan for sale is located in the caravan park, the caravan owner's ability to engage an external agent or salesperson to maximise their return on investment is also restricted.
- Purpose – the purpose of establishing a fee for sale of a caravan is to provide consistency and protections for the caravan owner and guarantee the park owner a maximum commission rate for providing a service. This is a proper purpose that is consistent with a free and democratic society based on human dignity, equality and freedom.

- Relationship between limitation and its purpose – the fee is intended to protect both parties engaged in a financial transaction and provide clarity and direction on what is an acceptable amount that can be charged.
- Less restrictive alternatives – a less restrictive alternative is to allow the parties to negotiate an amount for the sale or attempted sale of the caravan. However, this would not provide parties with clear guidance so they can make an informed decision whether to engage in the transaction, based on the likely return and costs. Establishing a commission rate is not uncommon in financial transactions and seeks to protect the more vulnerable party (caravan owners) who often have limited options to sell the property other than through the park manager, particularly if the property (caravan) cannot be moved. Another alternative is to prescribe a tiered structure of a set fee where the sale is under a threshold amount, plus a percentage commission which varies depending on the sale price, is complex and difficult to apply. There are no less restrictive alternatives that would achieve the objective of fairness and transparency.
- Fair balance – the impacts on property rights is relatively minor for both the park manager and the renter (caravan owner). The parties can agree on a commission rate up to the maximum of four per cent of the sale price of the caravan. Ultimately, the need for a stable, transparent and fair private rental market, outweighs the relatively small impacts on property.

As the interference with property rights is proportionate and not arbitrary, these rights are not limited. Accordingly, these provisions are compatible with human rights.

Abandoned goods

The RTRA Act outlines requirements for dealing with goods and documents left behind in rental premises at the end of a rental agreement. Sections 363 and 393 of the RTRA Act allow a regulation to prescribe an amount for the market value of the goods (that are not personal documents or money) and a required storage period to determine what action should be taken for goods left behind in rental premises, depending on that value.

The RTRA Regulation prescribes values for belongings left behind by renters and required storage periods. It also prescribes a separate value for an abandoned caravan and its contents and a separate required storage period.

Under the RTRA Act, a renter must reimburse the property owner for any storage costs before they can reclaim their possessions and the property owner can claim storage costs from any rental bond held. For any compensatory claims above the bond amount, an application can be made to the Queensland Civil and Administrative Tribunal.

Human rights potentially limited (part 2, divisions 2 and 3 of the HR Act)

Prescribing required storage periods and market values of abandoned goods engage the right to property (section 24 of the HR Act), as they determine how property owners must handle renters' belongings including imposing obligations to store abandoned goods for a specified period. This may limit a property owner's ability to freely manage their property and could result in financial loss due to costs associated with storage periods that are not covered by the rental bond or costs associated with not being able to rent a site or caravan until the required

storage period for abandoned goods has concluded. However, property owners can seek compensation for other expenses beyond that covered by the rental bond by making an application to the tribunal.

The right to property is also engaged for the renters who have limited opportunity to reclaim their possessions after abandoning the property, and no opportunity to reclaim goods that are less than the prescribed values, which can be disposed of and do not need to be stored. The right to property would particularly be limited in such cases that a renter's agreement ends and they unexpectedly abandon the premises leaving their goods there, because, for example, they require unplanned long term medical care or are incarcerated.

The risks and costs associated with abandoned caravans and their contents is greater for park owners and caravan owners as the value of the abandoned good (caravan) is generally greater than other goods and the costs to either store the caravan or keep the caravan in situ (which prevents the park owner from renting the site) are greater.

Reducing the required storage period for an abandoned caravan from three to two months, limits the right to property by reducing the time available to renters to reclaim their moveable dwelling and its contents, which for vulnerable renters may be their residence and main asset.

The right to privacy (Section 25 of the HR Act) may also be engaged by prescribing values and storage periods for abandoned goods, as the provisions result in additional handling of abandoned goods necessary to store them.

Consideration of reasonable limitations on human rights (section 13 HR Act)

Any interference with property is reasonable and justified as follows:

- Nature of the human right – what is at stake in human rights terms is the right of renters to their property that they left on the premises when the agreement ends. On the other hand, what is at stake is property owners right to property (in the form of money) and to not have to pay for the storage of the goods for an excessive period of time or for an abandoned caravan at a site in a moveable dwelling park, to be able to rent the site to a different renter.
- Purpose – the purpose of prescribing market values and storage periods for abandoned goods is to determine the actions rental property owners and managers can take in relation to goods that have been left behind at the end of a rental agreement.
- Relationship between limitation and its purpose – the provisions about abandoned goods seek to protect both parties' right to property. Some abandoned goods may be of little value and do not justify the cost of storage and may never be reclaimed by the renter. Conversely, renters' rights to property are protected by providing a period within which they can reclaim their possessions that are above the prescribed values.
- Less restrictive alternatives – the provisions are necessary to achieve the objective of a fair rental market for renters and property owners. Not prescribing values or storage periods for abandoned goods would increase uncertainty, disputes and costs for the sector and have a detrimental impact on both property owners and renters. There are no less restrictive alternatives that would achieve the objective.
- Fair balance – the prescribed periods and values strike an appropriate balance between the needs of renters who may wish to reclaim their possessions and the impacts on property owners associated with storing abandoned goods. A longer storage period for caravans and

their contents is prescribed than for other abandoned goods. The required storage period for caravans and their contents of two months, is a fair balance between storage obligations for caravan park owners whose property rights are impacted by not being able to rent the site until the abandoned caravan has been removed and stored, and the right of renters to reclaim their possessions which, in the case of a caravan, may be their home.

As the interference with property rights is proportionate and not arbitrary, these rights are not limited. Accordingly, these provisions are compatible with human rights.

Water efficiency requirements

Section 166 of the RTRA Act allows owners of rental premises that are not moveable dwelling premises to pass on water consumption charges to renters if the property is individually metered, the rental agreement provides for these charges to be passed on, and the premises meets water efficiency requirements prescribed by regulation. The lessor must pay all fixed costs associated with water supply.

Human rights potentially limited (part 2, divisions 2 and 3 of the HR Act)

The water efficiency requirements prescribed in the RTRA Regulation may engage the right to property (section 24 of the HR Act) by encouraging property owners to modify or upgrade the taps, showerheads and toilets in their rental property to water-efficient fixtures. However, installing water efficient fixtures is optional and is required only if property owners choose to pass on water consumption charges to renters.

The incentive of being able to pass on water consumption charges to renters, may influence how property owners manage their property, and encourage them to install water efficient fixtures over undertaking other more critical property maintenance or maintenance requested by the renter. It may also influence the types of properties an owner may invest in, given that water consumption charges can only be passed on if the premises are individually metered. Some types of properties, such as apartment buildings, may not have separate water meters thereby preventing owners from passing on water charges even if the premises are water efficient.

Consideration of reasonable limitations on human rights (section 13 HR Act)

Any interference with property is reasonable and justified as follows:

- Nature of the human right – what is at stake in human rights terms is the ability for property owners to retain control over a property and its fixtures, including the ability to recoup costs for utility services incurred by their renters.
- Purpose – the purpose of establishing water efficiency requirements is to provide an incentive for rental property owners to install water efficient fixtures and thereby reduce the demand for drinking water. It is to the benefit of society and government to reduce water use through the use of efficient fixtures, as well as benefitting property owners through reduced costs and the ability to pass on water consumption charges to renters. Passing on water consumption charges to renters would only be fair in the circumstance that a property owner has installed water efficient fixtures. These purposes are proper

purposes that are consistent with a free and democratic society based on human dignity, equality and freedom.

- Relationship between limitation and its purpose – providing an incentive for property owners to install water efficient fixtures benefits society. Current and future renters may pay the cost, as they may become responsible for paying water consumption charges if other conditions are met (premises is individually metered and requirement is included in rental agreement).
- Less restrictive alternatives – not prescribing a level of required water efficiency would prevent property owners from recouping water consumption costs in eligible properties; and prescribing too stringent or high a level of water efficiency would be a deterrent for property owners to install efficient fixtures which may be to the detriment of society. There are no less restrictive alternatives that would achieve the objective.
- Fair balance – the impact on property is relatively minor and allows the property owner to decide whether or not to install water efficient fixtures based on whether they want to pass on water consumption costs to renters for individually metered properties. Renters' rights to property are protected by ensuring requirements are met before costs can be passed on, including minimum level of water efficiency. The provisions provide a fair balance of rights in the rental relationship.

As the interference with property rights is proportionate and not arbitrary, these rights are not limited. Accordingly, these provisions are compatible with human rights.

House rules for rooming accommodation

The RTRA Act provides that house rules can be made for rooming accommodation premises about the use, enjoyment, control or management of the rental premises. These rules may be prescribed by regulation, or providers may make rules about a range of matters listed in s268(1) of the RTRA Act if it is consistent with any prescribed house rules and the provider's obligations and resident's rights under the RTRA Act. The prescribed house rules contain rules about residents' and guests' behaviour, maintenance of rooms, common areas, guests, access to residents' rooms, door locks and keys, and animals.

The prescribed house rules do not extend beyond matters authorised under the RTRA Act.

Human rights potentially limited (part 2, divisions 2 and 3 of the HR Act)

The house rules establish expected behaviour of renters in their rooms and communal areas, including use of shared facilities and noise. The house rules assist in preventing misunderstandings or conflicts and seek to create a more predictable, stable and harmonious living environment. There are some limitations on property owners in terms of ensuring their actions do not disturb the quiet enjoyment of renters.

These prescribed house rules replicate many obligations of the RTRA Act clearly and simply for residents. Under the RTRA Act, prescribed house rules must be displayed at all times at a place in the rental premises where they are likely to be seen by the residents.

The house rules may engage:

- freedom of expression (section 21) in relation to constraining the behaviour of renters and their guests by requiring they must not interfere with the reasonable peace, comfort or privacy of other residents, and that common areas must be left clean and tidy after use

- property rights (section 24) in relation to requiring that door locks and keys must not be tampered with and that copies of keys must not be made and
- privacy and reputation (section 25) by promoting renters' right to live a private life including in common areas.

Consideration of reasonable limitations on human rights (section 13 HR Act)

Any interference with property, privacy and freedom of expression is reasonable and justified as follows:

- Nature of the human right – what is at stake in terms of human rights is the ability of renters to have freedom of expression and privacy in their enjoyment of their home, including access to common areas. For property owners, what is at stake is a potential limitation on access to the rental property when delivering services to renters.
- Purpose – the house rules provide guidance about behaviour and expectations of living in a communal arrangement by clearly stating obligations. They assist in the management of shared living arrangements which may involve sharing bathrooms, kitchens, living and outdoor areas. Establishing expectations for residents' behaviour assists in preventing misunderstandings or conflicts and creates a more predictable, stable and harmonious living environment. This is a proper purpose that is consistent with a free and democratic society based on human dignity, equality and freedom which considers the rights of others.
- Relationship between limitation and its purpose – the provisions consider the implications for individuals in shared living spaces whose behaviour may impact on other residents and providers. While individuals have a right to freedom of expression and the right to hold an opinion and express information and ideas, others living in close proximity have an equal right to live in a peaceful home. House rules become a term of the rental agreement and are enforced through breach notices and are intended to protect some of the most vulnerable renters in Queensland.
- Less restrictive alternatives – the options are to either not prescribe house rules or make them more prescriptive. Not having prescribed house rules could result in providers making their own house rules that could be misleading or do not provide a balanced interpretation of residents and providers rights under the RTRA Act. There are no less restrictive alternatives that would achieve the objective of providing guidance about acceptable behaviour and rights and responsibilities in shared accommodation arrangements.
- Fair balance – prescribing house rules assists in protecting residents right to privacy and their right to quiet enjoyment under the RTRA Act. While the house rules establish the foundations for respectful cohabitation it may come at the cost of freedom of expression. However, given that some of the most vulnerable Queenslanders rely on rooming accommodation for sustainable and long-term housing, providing protections for residents is justified and warranted.

As the interference with property rights, privacy and freedom of expression is proportionate and not arbitrary, these rights are not limited. Accordingly, these provisions are compatible with human rights.

Repeated breaches

Sections 299, 315, 376 and 382 of the RTRA Act establish that a property owner or renter can make an urgent application to a tribunal for a termination order if:

- the property owner has already given the renter two notices to remedy breach of a particular provision of the RTRA Act, or the renter has given the property owner two notices to remedy breach, and each notice relates to a separate breach for the same behaviour
- the renter or property owner remedied each breach within the required period
- the renter or property owner commits a further breach of that provision, and
- all three breaches occur within the period prescribed by regulation.

Human rights potentially limited (part 2, divisions 2 and 3 of the HR Act)

The RTRA Regulation establishes a prescribed period (12 months) within which three repeated breaches must have occurred before a party can take action to end the agreement on the grounds of repeated breaches.

This balances the rights of both parties as it allows both renters and property owners a reasonable opportunity to take action to terminate the agreement if the other party demonstrates a pattern of undesirable behaviour.

Giving renters the opportunity to end a tenancy agreement earlier for repeated breaches by the property owner may result in rental property owners being deprived of receiving rent for the premises and may restrict their ability to manage their property and investment as they see fit, limiting the right to property (section 24 of the HR Act). If the provision is exercised by a property owner, it may impact on a renter's ability to remain in their home, which may limit the right to protection of families and children (Section 26 of the HR Act).

However, the right to property will only be limited if the property is deprived arbitrarily. Because the RTRA Act authorises any interference, any interference would be lawful. In a human rights context, arbitrary refers to conduct that is capricious, unpredictable or unjust, and also refers to interferences which are unreasonable in the sense of not being proportionate to a legitimate aim sought. If an interference is proportionate under section 13 of the HR Act, it will not be arbitrary. Accordingly, whether the interference with property is arbitrary will be addressed below when considering the factors in section 13.

Consideration of reasonable limitations on human rights (section 13 of the HR Act)

Any interference with property and the right to protection of families and children is reasonable and justified as follows:

- Nature of the human right – what is at stake in human rights terms is the ability to retain property, including to live in a rental property, manage the property and retain property in the form of money through rental income, and to protect the rights of families and children to remain in secure housing.
- Purpose – the purpose of introducing a period within which repeated breaches can occur is to provide clarity and certainty about the circumstances in which parties can seek termination of an agreement due to repeated undesirable behaviour, such as stalling on rent payments or misuse of entry provisions, until a notice remedy breach has been issued. This is a proper purpose that is consistent with a free and democratic society based on human dignity, equality and freedom.
- Relationship between limitation and its purpose – prescribing a reasonable timeframe for parties to determine if a party displays a pattern of undesirable behaviour involving

repeated breaches provides clarity and supports the rights of families and children to live in safe housing where their rights are protected.

- Less restrictive alternatives – a prescribed period is necessary to achieve the objective of a fairer rental market for both renters and property owners. Not including a prescribed timeframe within which repeated breaches occur would remove the option for both renters and property owners to seek to end an agreement where one party was regularly not meeting their obligations under the rental agreement and then remedying the breach. There are no less restrictive alternatives that would achieve the objective.
- Fair balance – the benefits of providing clarity about the timeframe within which repeated breaches are to occur, outweigh the impact on property rights and families and children. The provision is balanced as either party can take action to seek to end the agreement where the behaviour of the other party is making the continuation of the rental agreement untenable. Including a period is necessary to provide protections for parties to an agreement and provides an appropriate balance of rights in the rental relationship.

As the interference with property rights and the right to protection of families and children is proportionate and not arbitrary, these rights are not limited. Accordingly, these provisions are compatible with human rights.

Approved reasons for tenancy database listings

Section 267 of the RTRA Act provides that a regulation can prescribe approved reasons for listing a person on a tenancy database.

Sections 20 to 26 of the RTRA Regulation provide for the approved reasons for listing on a tenancy database that include: unpaid rent, amounts owing under a conciliation agreement or tribunal order or abandonment, objectionable behaviour and repeated breaches.

Tenancy databases list defaulting renters and are commonly used by rental property owners and managers to determine whether an applicant would be suitable tenant for a rental premises.

Human rights potentially limited (part 2, divisions 2 and 3 of the HR Act)

Listing a tenant on a database who a rental property owner or property manager believes is a risk to other property owners, engages the right to freedom of expression, which includes the right to impart information and ideas of all kinds. Limiting the reasons for which a property owner or property manager may list a tenant on a tenancy database, may potentially limit the right to freedom of expression (section 21 of the HR Act).

However, the right to freedom of expression will only be limited where the interference is unlawful or arbitrary.

Consideration of reasonable limitations on human rights (section 13 HR Act)

Any interference with freedom of expression is reasonable and justified as follows:

- Nature of the human right – what is also at stake in human rights terms is a property owner or property manager's right to freedom of expression in terms of being able to list a defaulting renter on a tenancy database where they believe the renter is a risk for other property owners.

- Purpose – the purpose of prescribing limited approved reasons for listing on a tenancy database, is to protect renters from unfair or arbitrary listings which would limit their access to housing.
- Relationship between limitation and its purpose – the prescribed reasons provide consistency and guidance to ensure listings on tenancy databases are only made for approved reasons and when required conditions have been met. The reasons are an effective measure to increase protections for renters in Queensland while not arbitrarily restricting the property owner's rights.
- Less restrictive alternatives – non-mandatory guidance could be used to encourage appropriate listings for tenancy databases however this would create a risk for renters who may be listed unfairly, incorrectly or arbitrarily, in turn, making it difficult for them to access rental properties. The approved reasons are consistent with model provisions adopted by the Ministerial Council on Consumer Affairs for national consistent in the regulation of tenancy databases. There are no less restrictive alternatives that would achieve the objective.
- Fair balance – prescribing approved reasons allows rental property owners or property managers to list a renter for identified, qualified reasons, for use by other rental property owners and property managers when assessing the suitability of rental applicants. Protecting a renter from unlawful and incorrect listings by ensuring that listings can only be made for certain reasons helps protect a renter's reputation. Ultimately, the need for a fair private rental market, outweighs the relatively small impacts on freedom of expression.

As the interference with privacy, equality and non-discrimination and reputation is proportionate and not arbitrary, these rights are not limited. Accordingly, these provisions are compatible with human rights.

Minimum housing standards

Section 17A of the RTRA Act provides that a regulation can prescribe minimum housing standards (MHS) for residential premises let, or to be let, under a residential tenancy agreement (including moveable dwelling agreement) and premises in which rooming accommodation is, or is to be, provided.

MHS supplement existing minimum building standards and tenancy law requirements to provide consumer protections and rights. Prescribing these standards seeks to ensure a consistent standard of rental properties and improve the access of renters to safe, secure and functional housing.

Human rights potentially limited (part 2, divisions 2 and 3 of the HR Act)

MHS engage the right to property (Section 24 of the HR Act) by imposing obligations on rental property owners to upgrade or maintain their properties to meet these standards. This may restrict how property owners manage or invest in their property. However, the right to property will only be limited where the interference is unlawful or arbitrary.

Consideration of reasonable limitations on human rights (section 13 HR Act)

Any interference with property is reasonable and justified as follows:

- Nature of the human right – what is at stake in human rights terms is the right for property owners to have control over their property
- Purpose – the purpose of prescribing MHS is to ensure a basic standard of housing for renters in Queensland and establish benchmarks for safety, security and functionality of rental properties for property owners. This is a proper purpose that is consistent with a free and democratic society based on human dignity, equality and freedom.
- Relationship between limitation and its purpose – MHS clearly articulate minimum standards of safety, security and functionality. The RTRA Act provides deterrents for non-compliance with MHS, including options for renters to arrange for necessary repairs. It is in the interests of property owners to maintain their property for both their own financial benefit and that of the renter.
- Less restrictive alternatives – not prescribing MHS would mean older properties would not have to meet minimum standards, and as these houses tend to be more affordable, vulnerable renters would be disproportionately affected. It would create significant risks for Queensland's rental market by removing critical operational details, and procedural safeguards, leading to increased uncertainty, inconsistent practices, and a higher likelihood of disputes. MHS are critical to mitigating these risks and essential for supporting stability, fairness, and functionality within the rental sector.
- Fair balance – the impact on renters' property rights to their property and potential costs in bringing their properties up to minimum standards is justifiable and not arbitrary. Ultimately, the need for a stable, transparent and fair private rental market with safe, secure and functional housing, outweighs the relatively impacts on property owners.

As the interference with property rights is proportionate and not arbitrary, these rights are not limited. Accordingly, these provisions are compatible with human rights.

Supporting evidence of domestic and family violence

Sections 308B and 381B of the RTRA Act allow people experiencing domestic and family violence (DFV) to provide a notice ending their interest in a residential tenancy or rooming accommodation agreement where supported by evidence prescribed by regulation.

Section 25A(c) prescribes a list of evidence of domestic and family violence which includes an order or notice under the *Domestic and Family Violence Protection Act 2012*, an injunction under the *Family Law Act 1975* (Cwlth) or a report in an approved form by a health practitioner.

Providing various forms of evidence allows renters experiencing DFV to substantiate their circumstances even if they have not been issued documentation from a court or law enforcement agency, such as a protection order or a police protection notice. This enables renters experiencing DFV to take immediate action and access options available to them under the RTRA Act.

Human rights potentially limited (part 2, divisions 2 and 3 of the HR Act)

Supporting people who are experiencing domestic and family violence to end their interest in a rental agreement and enact plans to end the violence is consistent with a free and democratic society based on human dignity, equality and freedom. It is also consistent with the protection of the right to life under section 16; the protection of families and children under section 26; and rights to liberty and security under section 29 of the HR Act.

Requiring renters experiencing DFV to provide a list of supporting evidence to a rental property owner or property manager may potentially limit the right to privacy and reputation (section 25 of the HR Act).

Consideration of reasonable limitations on human rights (section 13 HR Act)

Any interference with rights is reasonable and justified as follows:

- Nature of the human right – what is at stake in human rights terms is that the renter is required to provide evidence supporting their notice to leave which may contain personal and sensitive information, which limits their right to privacy and reputation.
- Purpose – the purpose of prescribing supporting evidence is to ensure that renters experiencing DFV provide suitable evidence that supports their exercise of rights under the RTRA Act to end their tenancy interest. This ensures fair access to the protections under the RTRA Act and prevents their improper use.
- Relationship between limitation and its purpose – prescribing a broad range of supporting evidence assists a renter experiencing domestic and family violence to end a rental agreement quickly. It also provides the property owner and manager with certainty about who can authorise the evidence to support the grounds to end the agreement and ensures that the provisions are not used inappropriately to end a tenancy or residency interest.
- Less restrictive alternatives – no less restrictive ways have been identified to achieve the purpose. Not prescribing supporting evidence could result in potential misuse of the DFV protections in the RTRA Act.
- Fair balance – the limit on privacy and reputation associated with requiring a renter experiencing DFV to provide the supporting evidence prescribed, is balanced by the Act making it an offence for a rental property owner, property manager or employee to disclose the supporting evidence (maximum 100 penalty units).

As the interference with privacy and reputation is proportionate and not arbitrary, these rights are not limited. Accordingly, these provisions are compatible with human rights.

Penalty infringement notices

The RTRAOLA Act increased the penalty units for section 77 of the RTRA Act to 40 penalty units. Section 77 of the RTRA Act requires that a rooming accommodation agreement is entered into with a resident in writing and in the way required by the RTRA Act.

The RTRA Regulation amends Schedule 1 of the *State Penalties Enforcement Regulation 2014* to include a penalty infringement notice (PIN) fine for breaching section 77 of the RTRA Act.

Penalties may apply to both individuals and corporations, however only individuals hold human rights (section 11 of the HR Act).

Human rights potentially limited (part 2, divisions 2 and 3 of the HR Act)

The introduction of new penalties may potentially limit the right to property (section 24 of the HR Act). The definition of ‘property’ in the *Acts Interpretation Act 1954* includes ‘money’. The imposition of a fine, will, in principle constitute interference with the right to property as it deprives the person concerned of an item of property, namely the sum that has to be paid.

However, the right to property will only be limited if the property is deprived arbitrarily. Because the RTRAOLA Act authorises any interference, any interference would be lawful. In a human rights context, arbitrary refers to conduct that is capricious, unpredictable or unjust, and also refers to interferences which are unreasonable in the sense of not being proportionate to a legitimate aim sought. If an interference is proportionate under section 13 of the HR Act, it will not be arbitrary. Accordingly, whether the interference with property is arbitrary will be addressed below when considering the factors in section 13.

Consideration of reasonable limitations on human rights (section 13 HR Act)

Any interference with property is reasonable and justified as follows:

- Nature of the human right – what is at stake in human rights terms is the ability to retain property in the form of money.
- Purpose – the purpose of introducing a new penalty infringement notice is to enhance protections for residents of rooming accommodation. This is a proper purpose that is consistent with a free and democratic society based on human dignity, equality and freedom.
- Relationship between limitation and its purpose – the ability to issue a penalty infringement notice will ensure there is appropriate deterrence and consequences for engaging in prohibited conduct.
- Less restrictive alternatives – prescribing the offence is necessary to enhance protections for residents of rooming accommodation. It does not result in the imposition of penalties applying retrospectively. There are no less restrictive alternatives that would achieve the objective.
- Fair balance – on the one hand, the impact on property is relatively minor. The penalties are not excessive and provide an alternative to a court process which may incur a greater penalty or sentencing outcome. There is a compelling public interest in proscribing the conduct through penalty infringement notices to amend behaviour quickly and efficiently than through court processes. It is necessary to ensure greater protections for residents of rooming accommodation and adjust the balance of rights in the rental relationship. Ultimately, the need for a stable, transparent and fair private rental market, outweighs the relatively small impacts on property.

As the interference with property is proportionate and not arbitrary, the right to property is not limited by these amendments. Accordingly, the amendments increasing penalties or introducing new penalties are compatible with human rights.

Conclusion

I consider that the *Residential Tenancies and Rooming Accommodation Regulation 2025* is compatible with the Human Rights Act 2019 because it limits human rights only to the extent that is reasonable and demonstrably justified in a free and democratic society based on human dignity, equality and freedom.

THE HONOURABLE SAM O'CONNOR MP
MINISTER FOR HOUSING AND PUBLIC WORKS
AND MINISTER FOR YOUTH