



Queensland

# Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Amendment Regulation 2021

## Subordinate Legislation 2021 No. 38

made under the

*COVID-19 Emergency Response Act 2020*

*Residential Tenancies and Rooming Accommodation Act 2008*

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**1 Short title**

This regulation may be cited as the *Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Amendment Regulation 2021*.

**2 Commencement**

This regulation commences on 1 May 2021.

**3 Regulation amended**

This regulation amends the *Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020*.

**4 Omission of pt 2, divs 5 and 6**

Part 2, division 5 and 6—  
*omit.*

**5 Amendment of s 40 (Misuse of notice to leave)**

(1) Section 40(2)(b), after ‘agreement’—

*insert—*

that takes effect before 1 May 2021

(2) Section 40—

*insert—*

(3) Without limiting subsection (2), the lessor has a reasonable excuse if—

(a) for a notice to leave given to the tenant under repealed section 35—the lessor proves—

(i) the lessor genuinely made the premises available for sale but no offers, acceptable to the lessor, were received;  
or

*Example—*

The only offers the lessor received were below the lessor's expected sale price.

- (ii) the lessor entered into a contract for the sale of the premises but the contract ended without the sale of the premises; or

*Example—*

The contract was terminated by the buyer under a term of the contract or a statutory right, including a cooling-off period.

- (b) for a notice to leave given to the tenant under repealed section 37—the lessor proves—
  - (i) the intended occupant's need to occupy the premises has ended or the intended occupant became unable to occupy the premises; and
  - (ii) the lessor did not offer a residential tenancy for the premises until after the intended occupant's need ended or the occupant became unable to occupy the premises; and
  - (iii) the premises remained vacant between the tenant moving out and the offer mentioned in subparagraph (ii) being accepted.
- (4) In this section—

*intended occupant*, for premises for which a notice to leave was given under repealed section 37, means the lessor or member of the lessor's immediate family whose need to occupy the premises formed the basis for giving the notice to leave.

**6 Omission of pt 3, divs 5 and 6**

Part 3, division 5 and 6—

*omit.*

**7 Amendment of s 75 (Misuse of notice to leave if rental premises being sold)**

(1) Section 75(2)(b), after ‘agreement’—

*insert—*

that takes effect before 1 May 2021

(2) Section 75—

*insert—*

(3) Without limiting subsection (2), the provider has a reasonable excuse if the provider proves—

(a) the provider genuinely made the rental premises available for sale but no offers, acceptable to the provider, were received; or

*Example—*

The only offers the provider received were below the provider’s expected sale price.

(b) the provider entered into a contract for the sale of the rental premises but the contract ended without the sale of the premises.

*Example—*

The contract was terminated by the buyer under a term of the contract or a statutory right, including a cooling-off period.

**8 Insertion of new pt 5, div 3**

Part 5—

*insert—*

**Division 3**

**Transitional provision for  
Residential Tenancies and**

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## **Rooming Accommodation (COVID-19 Emergency Response) Amendment Regulation 2021**

### **99 Return to regular obligations for entry to premises and repairs and maintenance**

- (1) From the commencement—
  - (a) part 2, division 5 ceases to impose restrictions on lessors or lessors' agents from entering premises in compliance with the Act; or
  - (b) part 2, division 6 ceases to release lessors from obligations under the Act for repairs and maintenance to premises; or
  - (c) part 3, division 5 ceases to impose restrictions on providers or providers' agents from entering a resident's room in compliance with the Act; or
  - (d) part 3, division 6 ceases to release providers from obligations under the Act for repairs and maintenance to premises.
- (2) If an allowed remedy period for a notice to remedy breach was, immediately before the commencement, still extended under repealed section 20 or 58, the allowed remedy period ends on the commencement.

#### ENDNOTES

- 1 Made by the Governor in Council on 29 April 2021.
- 2 Notified on the Queensland legislation website on 30 April 2021.
- 3 The administering agency is the Department of Communities, Housing and Digital Economy.

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