

Summary of tenancy reforms

For landlords and agents

South Australia's rental laws have been modernised from 1 July 2024 to meet the needs of today's rental housing market, improve protections for renters and ensure landlords can continue to manage properties effectively.

It follows the first comprehensive review of the *Residential Tenancies Act 1995* (Act) since it was enacted.

This means significant changes to the way landlords and agents manage tenancies. To assist, a summary of changes and associated documents and forms is available at www.cbs.sa.gov.au/landlordsandagents along with this printable summary, associated documents and forms. New penalties and offences under the Act applicable in March and July 2024 are also available at www.cbs.sa.gov.au/RTAPenalties.

Contents

Ending a tenancy	2
Minimum housing standards at the beginning of the tenancy	4
Testing and remediation in relation to drugs	5
Alteration of premises	5
Renting with pets	5
Domestic abuse	5
Private information and property	6
Rent and inspections	8
Energy efficiency and utilities.....	9
Rooming houses.....	9
SACAT review	11
Previous changes (new penalties, rent bidding, affordable bonds).....	11

Ending a tenancy

Requiring a prescribed ground to terminate or not renew a tenancy

Sections 79, 81, 84 & 91

The termination and non-renewal of tenancy agreements without providing a prescribed reason is prohibited.

Amendments to Section 79 of the Act allow for a tenancy to be terminated due to reasons prescribed in the Residential Tenancies Regulations 2010 (the Regulations).

Changes to the Act prevent tenancy agreements from being terminated without the landlord specifying a ground. Those reasons have been expanded through the Regulations.

Landlords are also able to end a periodic tenancy agreement or not renew a fixed term tenancy agreement because they require possession of the property for the reasons detailed in Section 81 of the Act (for periodic tenancies) and in Regulation 16 for fixed term tenancies.

A tenant who receives notice that their tenancy will be terminated due to a reason detailed in Section 81 of the Act may vacate their rental property before the end of the notice period and are not liable to pay rent after they vacate, provided they give their landlord 7 days' notice.

Landlords can still terminate a tenancy due to a tenant breaching the residential tenancy agreement pursuant to section 80 of the Act.

The [Terminating a tenancy](#) fact sheet provides further details along with [Evidence requirements for termination](#) on a prescribed ground – as required by Section 91.

[Form 3](#) – Termination by administrator of sole tenant's estate or sole tenant's next of kin following the tenant's death (Section 79B(3))

[Form 4](#) – Notice of termination by landlord following death of sole tenant section 79B(4)

[Form 5](#) – Landlord's notice of breach to tenant - termination of agreement

[Form 6](#) – Notice of termination by landlord on ground of drug contamination

[Form 7](#) – Notice of termination of periodic tenancy by landlord because possession is required by landlord & Notice of termination by community housing provider (for fixed term or periodic tenancy)

[Form 8](#) – Notice of termination of periodic tenancy by landlord on specified ground (section 83)

[Form 10](#) – Notice of termination by landlord where agreement frustrated

[Form 11](#) – Notice by tenant to landlord to remedy breach of agreement - Notice of termination

[Form 12](#) – Notice of termination by tenant for successive breaches of agreement

[Form 13](#) – Notice of termination by tenant where residential premises for sale

[Form 14](#) – Notice of termination by tenant where certain circumstances apply

[Form 15](#) – Notice of termination by tenant on grounds of domestic abuse

[Form 16](#) – Notice of termination by tenant for a periodic tenancy (General Form)

[Form 17](#) – Notice of termination by tenant at end of fixed term tenancy (General Form)

Form 18 – Notice of termination by tenant where agreement frustrated - Notice of termination by landlord following death of sole tenant section 79B(4)

Notice to be given at end of fixed term

Section 83A

60 days' notice is required by a landlord terminating a fixed term tenancy agreement at the end of the fixed term on a prescribed ground (previously 28 days).

When a tenant receives notice that their tenancy will not be renewed, they may vacate their rental property within the notice period and not be liable to pay rent after they vacate, providing they have given the landlord 7 days' notice of their intention to vacate early.

Prohibition on letting premises after notice of termination

Section 91A

If a landlord terminates a residential tenancy agreement on a ground prescribed by the Regulations (such as if the landlord intends to renovate or live in the premises), they must not let the premises to a person for use primarily as a residence within 6 months after the date on which notice was given, unless they successfully apply to SACAT to do so earlier.

SACAT may make orders in relation to retaliatory behaviour

Section 90A

SACAT may declare a termination notice ineffective if satisfied it is retaliatory and the landlord was wholly or partly motivated by an application to SACAT by the tenant, or action taken or proposed by the tenant to enforce their rights.

Compensation for termination in certain circumstances

Section 84A

The landlord is entitled to costs or expenses determined by the Commissioner in connection with the termination of a residential tenancy agreement in prescribed circumstances. These circumstances include those in which the tenant has breached the residential tenancy agreement and those related to the tenant engaging in drug related conduct on the premises or ancillary property.

Termination by landlord on ground of drug related conduct

Section 80A

A landlord may terminate a tenancy agreement if they are aware the tenant has engaged in or allowed another person to engage in drug related conduct on the premises and testing for contamination conducted in accordance with section 67B indicates that the premises is contaminated because of that drug related conduct.

Notice of termination by tenant for successive breaches of the agreement

Section 85AA

A tenant may serve 7 days' notice of termination on the landlord for breaching a provision of the residential tenancy agreement if the landlord has breached the same term of the agreement on 2 occasions in the previous 12 months.

Notice of termination by tenant in certain circumstances

Section 85C

The tenant may serve a notice of termination if they:

- need aged, palliative or special care (as defined in the Regulations) and need to vacate to obtain that care
- have been offered and accepted accommodation by SA Housing Authority (SAHA) or a community housing provider
- require temporary crisis accommodation as prescribed and need to vacate the premises to obtain that accommodation.

Notice of termination by tenant due to condition of premises

Section 85B

The tenant may terminate a tenancy by giving at least 7 days' notice if the premises either doesn't comply with [minimum housing standards](#) (under the *Housing Improvement Act 2016*), is destroyed or unsafe.

See more information on the [Modifications and minimum standards](#) fact sheet.

Maximum liability for fixed term tenancies

Section 75A

When a tenant terminates a fixed term tenancy early, the landlord is not entitled to compensation for unpaid rent that is more than one month's rent for each remaining 12-month period of the agreement. A tenant cannot be liable to pay more than 6 months' rent in total under section 75A. When there is less than one year remaining on an agreement, a tenant will only be liable for a maximum of one month of rent. The landlord is still entitled to usual costs associated with re-letting, such as advertising.

Termination following death of sole tenant

Section 79B

If a sole tenant dies, the tenancy agreement will terminate 30 days after the death of the tenant. Termination in these circumstances may occur earlier if written notices are provided or by an order of SACAT, an agreement between the landlord and an administrator or next of kin of the deceased tenant specifies otherwise.

Minimum housing standards at the beginning of the tenancy

Section 67A

A landlord must ensure that the premises comply with minimum housing standards under the *Housing Improvement Act 2016* on or before the tenant enters occupation of the premises.

See more information in the [Modifications and minimum standards](#) fact sheet.

Testing and remediation in relation to drugs

Section 67B

If a landlord is aware that drug related conduct has occurred on the premises, they must ensure it is tested within 1 month of giving the tenant notice that the premises will be tested and if necessary, remediated as soon as reasonably practicable to comply with [minimum housing standards](#) (under the *Housing Improvement Act 2016*).

Alteration of premises

Section 70

A landlord can't unreasonably withhold consent to an alteration or addition to the premises that is minor, a reasonable change necessary for disability assistance, or mobility or access needs relating to age.

A landlord may refuse minor alterations or additions if a valid notice of termination has been given to the tenant, the alteration or addition would significantly change the premises, modifies other premises or a part used in common with the landlord or another tenant, or would result in non-compliance with another law. It may also be refused if any action to restore the premises to its previous condition isn't reasonably practicable.

The cost is to be borne by the tenant and the premises must be returned to its former state at the end of the tenancy.

See more information on the [Modifications and minimum standards](#) fact sheet.

Renting with pets

Sections 66C-66G

A tenant may apply for approval to keep a pet at the premises using the application linked below.

A landlord must respond in writing within 14 days of receiving an application, otherwise approval of the application will be presumed. The landlord cannot unreasonably withhold consent but may impose reasonable conditions.

If the tenant believes any refusal, or the conditions imposed are unreasonable, they may apply to SACAT for a determination.

See more information in the [Renting with pets – rights and responsibilities](#) fact sheet

[Application for approval to keep a pet on rental premises](#) form

A [Notice of response to pet application](#) form has also been developed to help landlords structure a compliant response.

Domestic abuse

Notice of termination by tenant on ground of domestic abuse

Section 85D

A tenant may terminate their tenancy by serving a notice of termination to their landlord in circumstances of domestic abuse and provide supporting evidence as prescribed by Regulation. This

will provide tenants who have experienced domestic abuse with the option to end their tenancy on this ground without needing to apply to SACAT under existing domestic abuse provisions.

New penalties of up to \$50,000 also apply to promote secure storage and disposal of evidentiary documents and to avoid use of them inappropriately and/or without consent.

See more information in the [Domestic abuse – protections for tenants](#) fact sheet.

Form 15 - Notice of termination by tenant on grounds of domestic abuse is required with supporting evidence,

Variation of tenants to an agreement

Section 89A

Changes allow a person who is protected by an intervention order and normally lives at the rental premises, but is not listed on the tenancy agreement, to apply to SACAT for the tenancy agreement to be varied so that they can remain at the premises without the perpetrator.

Further changes to section 89A provide SACAT with greater jurisdiction to make decisions about whether a tenant who has experienced domestic abuse and was not responsible for damage caused by their co-tenant, should be liable to pay compensation to the landlord for this damage. This allows SACAT to refund a victim's portion of a rental bond and hold a co-tenant responsible for any damages they caused, even when the amount of compensation owed to the landlord is greater than this tenant's portion of the bond.

SACAT intervention in circumstances of domestic abuse

Section 90B

SACAT may deem invalid any termination notice previously served on a tenant, if they have been subjected to domestic abuse and the termination notice was served on a ground of breaching the tenancy agreement or any ground of termination under sections 83 or 83A of the Act which was caused by a person who subjected the tenant to domestic abuse.

Change of locks

Sections 66A-66B

A protected person who has experienced domestic abuse and has prescribed evidence of this abuse may alter any lock or security device without the permission of their landlord, provided that a key to the lock or security device is provided to the landlord or landlord's agent.

See more information in the [Domestic abuse – protections for tenants](#) fact sheet.

Private information and property

Provision of information to prospective tenants and tenants

Section 47C

If the landlord intends to sell the premises within 3 months of entering a residential tenancy agreement the landlord/agent advertising the premises must display or distribute this information. In addition, they must not make any statement or representation they know to be false, misleading or deceptive, or knowingly conceal the intended sale.

Section 48

Where electricity is provided to tenants via embedded electricity networks, certain information must be given to tenants by landlords/agents. This is in addition to information already required to be shared with tenants under the Act.

See the required information in the [Energy and water charges – for residential tenancies](#) fact sheet.

Provision of information to landlords

Section 47B

Landlords/agents cannot request certain information from prospective tenants or another person. This includes whether the tenant has been involved in legal action, a tenancy dispute or s80 termination, information about bond sources and history, whether SA Housing Authority was a past landlord, certain financial information, particular details relating to employment, medical records, information relating to content on a social media service, vehicle registration, pet microchip identifier, level of education or why they wish to move to the premises. Landlords/agents have been granted a grace period for compliance with these requirements until 2 August 2024.

Further, prospective tenants are deterred from giving false information to landlords and agents following introduction of penalties.

See more information in the [Tenant information – keeping personal details secure](#) fact sheet.

Dealing with tenant information

Section 76B

People who hold information of a tenant or prospective tenant must take reasonable steps to protect this information.

From 1 September 2024 new legislated timeframes for destruction of prospective tenant information also apply. That is:

- if the application is successful: 3 years after the end of the tenancy
- for unsuccessful applicants, 30 days after the tenancy is let – or if the applicant agrees, 6 months after providing the information. (This could be to assist with future applications.)

A tenant concerned about the use or non-protection of their information can seek orders from SACAT.

See more information in the [Tenant information – keeping personal details secure](#) fact sheet.

Abandoned property and personal documents

Sections 97B-97C

Landlords/agents will now only need to take reasonable steps to keep abandoned property and personal documents safe for 7 days' after recovering possession of the premises. After this, valuable abandoned property can be sold or lawfully disposed of. Personal documents may be destroyed or disposed of.

Providing copy of personal information listed on a 'tenant blacklist'

Section 99J

A landlord/agent or database operator must not charge a tenant a fee for providing their personal information in a residential tenancy database to them. A copy of the personal information must be given to the tenant within 14 days after the written request was made.

Rent and inspections

Rent increases

Section 55

Clarifies that if a tenancy agreement changes from fixed to periodic the rent cannot be increased within 12 months of the original agreement starting, or the last increase. Rent also cannot be increased by mutual agreement within 12 months of the agreement starting, or last increase.

Excessive rent

Section 56

SACAT must have regard to whether an increase in rent is disproportionate, when deciding if a rent increase is excessive. Applications must be made by tenants within 90 days of receiving the notice of increase.

Manner and payment of rent

Section 56A

A landlord must ensure the payment of rent is in a reasonably convenient manner and must allow one means that is electronic and does not involve the collection of rent by a third party for a fee to the tenant.

Inspections

Section 72

A landlord/agent may inspect the premises no more than 4 times a year. Notice must be given to the tenant 7 to 28 days prior to the day of entry. SACAT may order that additional inspections are permitted, if deemed appropriate.

If a [Form 5](#) – Landlord’s notice of breach to tenant – termination of agreement has been served, the [Form 2](#) – Notice to enter premises to determine whether breach has been remedied can be served 7 to 14 days before the date of entry.

Bond lodgement

Sections 61-63

Enhanced provisions provide for the lodgement of bonds by tenants and clarify that bonds will be returned to co-tenants equally unless otherwise consented to or disputed. Changes also clarify that SACAT may disclose confidential details of orders or decisions to the Commissioner, to allow bond repayments to be made in accordance with these orders.

For bond refunds, a 14-day timeframe has been prescribed for parties to take certain actions at different stages of processing with the view to reduce these timeframes in circumstances where all parties have access to the online bonds system.

Shared living sub-letting

Section 74-74C

Clarification that a landlord or agent must not unreasonably withhold consent for a tenant to sub-let a property. These provisions also specify that a landlord or agent must not charge a fee for giving consent to a tenant to sub-let the property.

Energy efficiency and utilities

See more information about energy efficiency, in the [Energy and water charges – for residential tenancies](#) fact sheet.

Energy efficiency of appliances, fittings and fixtures

Section 68A

Landlords are required to comply with specific energy and water efficiency requirements, prescribed by the Regulations, when installing or replacing appliances, fittings or fixtures.

Excess water charges

Section 73B

If the tenant has notified the landlord as soon as practicable, the landlord is responsible for excessive water usage charges caused by a fault in water infrastructure or equipment or other appliances, fittings or fixtures at or connected to the premises. A landlord must also reimburse a tenant for reasonable costs incurred for diagnosing a fault. The landlord is not responsible for costs associated with a fault that is the responsibility of the water industry entity or caused by the tenant.

Installation of solar energy system

Section 73A

Clarification that a landlord and tenant may enter into an agreement under which the tenant is liable for an amount in relation to the costs and charges for the installation of a solar energy system.

Statutory charges

Section 73

The landlord is responsible for rates and charges for the supply of electricity, gas and water not based on the level of consumption, such as the water supply charge. If the premises is separately metered, the landlord and tenant may agree otherwise. A tenant is not required to pay rates or charges for a prescribed service if the landlord fails to provide a copy of the invoice within 30 days.

Rooming houses

See the updated Rooming house proprietors guide for an overview of obligations.

Details about registration will be available at www.sa.gov.au/topics/business-and-trade/licensing.

Definitions

Sections 3 and 103A

A 'rooming house' is now defined as a premises in which 2 or more rooms are available for valuable consideration, for residential occupation. This replaces the requirement for rooming houses to be on a commercial basis for three or more persons.

A further category of 'designated rooming house' has been applied to rooming houses with 5 or more rooms available for rent. This is for registration purposes.

Registration of proprietors of designated rooming houses

Section 103B

A person must not operate a designated rooming house without being registered.

Sections 103C-103G

The Commissioner must be satisfied that a proprietor of a designated rooming house is a fit and proper person to be registered, has qualifications and experience that the Commissioner considers appropriate and pays the prescribed application and annual return fees. The Commissioner may impose conditions on, suspend or cancel a registration. Should a proprietor be dissatisfied with a reviewable decision regarding the registration they may apply to SACAT for a review.

Energy efficiency in rooming houses

Section 105PA

It is a term of a rooming house agreement that proprietors comply with specific energy and water efficiency requirements, prescribed by the Regulations, when installing or replacing appliances, fittings or fixtures installed or replaced on or before commencement of this provision.

See the efficiency requirements in the updated Rooming house proprietors guide.

Termination of a rooming house agreement

Section 105U

A proprietor may only terminate a periodic rooming house agreement on a prescribed ground and by giving 60 days' notice.

See the details outlined in the:

Termination of a rooming house agreement – Notice to resident other than breach of rent form (updated)

Termination of a rooming house agreement – Notice to resident rent arrears breach form (modernised)

Termination of a rooming house agreement – Notice to proprietor end periodic agreement form (modernised).

Rooming house bonds

Sections 105K-105M

Bonds for rooming houses must be paid to the Commissioner or rooming house proprietor in the manner and form approved by the Commissioner and be accompanied by information determined by the Commissioner.

Enhanced provisions provide for the lodgement of bonds directly by residents. Changes also clarify that SACAT may disclose confidential details of orders or decisions to the Commissioner, to allow bond repayments to be made in accordance with these orders.

For bond refunds, a 14-day timeframe has been prescribed for parties to take certain actions at different stages of processing with the view to reduce these timeframes in circumstances where all parties have access to the online bonds system.

SACAT review

Internal review in relation to SACAT orders

Section 114A

Opportunities for parties to delay making a payment (including compensation payments) have been minimised by preventing parties applying for review of a SACAT order that a person make a payment. The new section prohibiting SACAT from granting leave for an application for review of a tribunal order only allows internal review in exceptional circumstances.

A person is not prevented from applying for an internal review of a decision when the compensation payment has been made.

Previous changes (new penalties, rent bidding, affordable bonds)

New and tougher penalties – 1 March 2024

New penalties were created on 1 March 2024 for existing offences that require prospective tenants to be notified if the premises is for sale and existing tenants to be given 14 days' notice when a property is to be sold.

All existing penalties under the Act were increased to better represent current day values to act as a deterrent.

Some of the offences that increased penalties include:

- charging excessive rent or rent in advance
- discriminating against tenants with children
- keeping inadequate records of payments
- interfering with tenants' privacy that amounts to harassment
- incorrectly listing a tenants' history on a tenant database ('black list')
- not lodging a bond
- entering into an agreement to evade the operation of the Residential Tenancies Act 1995
- all residential parks offences.

Soliciting of rent bidding banned

The soliciting of rent bidding has been banned in South Australia since 1 September 2023.

Landlords/agents must advertise premises at a fixed amount and must not solicit or otherwise invite an offer for higher rent. This means landlords are no longer able to advertise properties with a rent range, put properties up for rent auction, or solicit offers over the advertised rental price.

Additionally, where a third party is facilitating tenancy applications, any rating or assessment of a prospective tenant must not be based on an offer of higher rent.

More affordable rental bonds

Only a 4-week bond is required for the majority of rental properties in South Australia, since the threshold for which landlords can claim a larger bond was lifted on 1 April 2023.

Homes subject to a weekly rent of \$800 or less are subject to a maximum bond of up to 4 weeks. For rent amounts higher than \$800 per week, a residential bond equivalent to a maximum of 6 weeks' rent applies. These rules also apply to any top ups of bonds that can occur for bonds established before 1 April 2023.