

METROPOLITAN REDEVELOPMENT AUTHORITY BILL 2011

Consideration in Detail

Resumed from 18 August.

Clause 147: Assets, rights and liabilities —

Debate was interrupted after the clause had been partly considered.

MRS M.H. ROBERTS: Members will recall that I moved an amendment to clause 147 that was lost on a vote. I wanted to ensure that items of moveable heritage from the former Midland railway workshops went into the ownership of the WA Museum. Clause 147, which deals with assets, rights and liabilities, states —

- (1) On the day on which a redevelopment Act is repealed —
 - (a) all assets and rights of the abolished authority immediately before that day become assets and rights of the Authority by force of this section;

The minister has basically said that I should just trust him in relation to the assets of the Midland Redevelopment Authority. I am very disappointed. I do not think the minister contemplated this seriously enough. The agency that is advising him is a planning agency. It would have been better if we had had some proper advice from the WA Museum or from people with an actual interest in the heritage of the Midland railway workshops, which are the principal part of the Midland Redevelopment Authority.

I know that people have been concerned about the assets of other existing authority areas such as East Perth and Subiaco, including real things such as those at the workshops, but also money and liabilities, getting wrapped up in this new authority. How these things will be accounted for is of great interest. I wonder whether the minister can give us some understanding of how the accounts will be handled under this clause. At the moment, Armadale has its own separate set of books, as does Midland and East Perth. Subiaco no doubt has its own separate set of books. Do these all go into one big conglomeration after the legislation is enacted?

Before I sit down I want to make one further point. The progress of this bill through the Assembly was deferred because we called for a quorum on the Thursday of the last sitting week. Interestingly enough, I have received a lot of feedback from local government authorities that missed the boat in terms of getting their commentary in on this legislation. The minister has previously said that there was consultation with local government. The minister will find that the reason that some of the local governments were tardy was because they did not fully appreciate that this affected them. The City of Swan obviously understood all along that it affected them, as did, no doubt, the City of Armadale, the City of Perth and the City of Subiaco. I do not think all government authorities in the metropolitan area fully understood that this bill could well and truly affect them and their ability to make planning decisions for their areas.

Principally, my question is about clause 147 and how the accounts will be kept, given that all of the assets and liabilities of the current individual authorities appear to go into this one metropolitan redevelopment authority.

Mr J.H.D. DAY: We discussed most aspects of this issue on the last sitting week. As I said, I entirely agree that it is important that heritage items are protected, as is the case with major heritage buildings and so on and, in particular, the Midland railway workshops. The Midland Redevelopment Authority has been a very important organisation since its establishment under legislation in 2000. The MRA has played a very important role in restoring and conserving the heritage at that location. The same has been the case for the East Perth Redevelopment Authority and also the Subiaco Redevelopment Authority. In fact, the current developments occurring in Subiaco—the so-called China Green area—include the important heritage aspect of kilns that have been located at the site, given that it was previously a china manufacturing facility. Quite a lot of effort and funding is being put into ensuring that interpretive material and at least one of the kilns are preserved. Although redevelopment authorities are not primarily about preserving heritage, nevertheless, that is a very important aspect of what they do, and I think the record shows that they have a strong interest and sense of responsibility as far as that is concerned. I do not believe the situation will be any different with the new Metropolitan Redevelopment Authority. In fact, given that it will be a government agency, it will be subject to strong influence from government, and it will be required to comply with all the heritage legislation of the state and so on.

In relation to the specifics about the heritage items located at Midland and elsewhere, an audit of assets is being undertaken at the moment, I am advised, so a record will be prepared. In fact, I am sure that a record already exists, but an audit is being undertaken, and there will be an asset register that will no doubt record the location of each of the items or facilities included on that register.

I will deal with the issues about consultation with local government. There was consultation with the Western Australian Local Government Association in the preparation of this bill. As we have discussed previously, I moved an amendment to ensure that so long as local governments nominate a choice of three people, one of those will be appointed to the relevant land redevelopment committee in their particular area. Therefore, I think there is a good balance between having expertise and also local representation. Indeed, the purpose of the land redevelopment committees is to ensure not only that there is still a strong connection with the particular local area, relevant local government and local community, but also that there will be appropriate expertise in getting high-quality urban regeneration and renewal, and heritage protection where that is appropriate.

Mr C.J. TALLENTIRE: Clause 147(2) provides that once a redevelopment act is repealed, accounts maintained under that redevelopment act must be closed by the chief executive officer and that money transferred to the Metropolitan Redevelopment Authority account. I seek the minister's assurance that within the Metropolitan Redevelopment Authority account there will be a sub-account specific to each redevelopment authority so that we can very clearly see the ongoing nature of works, the funding for those works and the income associated with that and there can be a very clearly defined set of accounts for each of the previously established redevelopment authorities.

Mr J.H.D. DAY: There will be one overall bank account for the authority. That is required, I understand, by Treasury. However, separate cost centres will be recorded for each redevelopment area within that account. Therefore, information will be kept and recorded by the authority so that clear information can be provided about expenditure within a particular locality and also the revenue received when land is developed and sold within that area.

Mr C.J. TALLENTIRE: I would like the minister to elaborate a bit further on that, however, and assure us that this will be publicly available and that there will be an opportunity for someone with an interest in, say, the East Perth Redevelopment Authority to see how much of the money that will be in the Metropolitan Redevelopment Authority account will be earmarked for, or in the cost centre of, the East Perth redevelopment area.

Mr J.H.D. DAY: I understand and also support the concept that information will be provided, as the member for Gosnells is suggesting, in the annual report published by the authority each year. Therefore, my understanding is that that information will be made available.

Clause put and passed.

Clauses 148 and 149 put and passed.

Clause 150: Employed staff —

Dr A.D. BUTI: I move the following amendment to subclause (2) —

Page 97, lines 20 to 26 — To delete all words after “authority” and substitute —

, unless earlier lawfully terminated by either party to the contract, that person becomes a staff member of the Authority and is to be taken to have been employed under the contract of service under section 109(2), and without loss of conditions and entitlements held at the coming into operation of this subsection.

The minister probably knows the reason I am moving this amendment. As the provision stands now, it would severely disadvantage the employees involved with the Armadale Redevelopment Authority compared with the employees of the other existing authorities. It seems only fair that the consequences for the employees of the Armadale Redevelopment Authority should be the same as those for the employees of the other authorities. I know that the minister will probably say that the Armadale employees are working under a different contractual system, and that may be correct, but they are dealing with the same types of work. They went through a competitive process to obtain their positions. Many of those projects will continue under the new authority. It would seem sensible that they continue in those positions without having to go through a competitive process, which many of them have just recently gone through. I do not see why they should be disadvantaged vis-a-vis the employees of other authorities, and that is the rationale for the amendment.

Mr J.H.D. DAY: I understand the sentiment behind the member's amendment. However, I do not support it, and one primary reason why I do not support it is that it would not have the effect that I think the member is seeking. That is because of the fact that it would not be possible to transfer the current staff who are appointed under contract with the Armadale Redevelopment Authority to the new authority until it is established. Of course, that will not be until, most likely, 1 January next year. Part of the member's amendment has the effect of deleting the provision that we have provided for—namely, to extend their contracts for an additional six months until 30 June 2012. The member is seeking to delete that aspect of what we currently have in the subclause. Therefore, what is being moved as an amendment would have a negative impact on the staff at Armadale. If this amendment was agreed to, they would not in fact be given the guaranteed extension of six months that we have agreed to.

In relation to the wider aspects of the issue, as the member indicated, the staff at Armadale have been employed under contract. As the situation stands at the moment, the Armadale Redevelopment Authority will come to an end at the end of this year. Therefore, without any decision or any action to extend it, either by absorbing it into the new Metropolitan Redevelopment Authority or by another action of extending the Armadale Redevelopment Authority itself, the current situation is that, generally speaking, the contracts of the staff will come to an end when the ARA comes to an end, which will otherwise be at the end of this year. So they are in a better position, generally speaking, because of the extension that we have provided for in this clause. That will give them an additional six months during which they will be able to apply for positions in the new MRA. People will be appointed to positions on the basis of merit, so the normal appointment procedures will be followed. I certainly expect, given that we will still need people with knowledge of the Armadale development situation and that there will still be an office at Armadale, as I have previously said, that at least some staff will need to be located there; therefore, there will be opportunities for staff who are on contract with the ARA at the moment to apply and to potentially be appointed to the new MRA.

I am advised that it is clear government policy that contract staff can compete for positions only after permanent staff have been absorbed into a new organisation. There is precedent for that; for example, this policy was used in the reorganisation of corporate services staff following the split of the Department of Justice into the Department of the Attorney General and the Department of Corrective Services. I think I am right in saying that separation of the justice department occurred in the time of the previous government. I am advised that the policy was also used when the Western Australian Egg Marketing Board was abolished in 2004, which was certainly in the time of the previous government.

For the reasons I have mentioned, the government will not support the amendment moved by the member for Armadale. We are not unsympathetic to the staff at Armadale and, as I have said, by virtue of this bill we are extending their contracts by six months until the end of June. They will have the opportunity once the MRA is established to apply for positions or to go through the same process as anybody else entering the public service.

Ms J.M. FREEMAN: One of my colleagues just asked, I understand, whether the government will extend the positions of public servants for six months.

Mr J.H.D. Day: Staff on contracts.

Ms J.M. FREEMAN: Yes, whether the government will extend the positions of staff on contracts for six months. Are those contract terms under the Public Sector Management Act? Are they long-term contract staff? Even though the government is extending their contracts for six months, are we to believe that some of those people, if they had been permanently appointed, may have been eligible for redundancy retraining had their employment conditions not had ongoing contracts? One of the interesting things about the ongoing nature of contracts in the public sector is that they can go for such a long period that people actually establish a long-term employment history, but because of the effluxion of time, which is the end of contracts and the renewal of contracts and the end of the renewal, there is a technical argument that they are not ongoing and permanent employees. That is not the case in the private sector in which people who are casuals for long periods—even though that is in itself like a contractual relationship with an hour's notice on either point—under the federal act are after a time eligible, if they are long-term workers on casual, contract-type arrangements, for the right to redundancy provisions. Although I understand the government is extending the contracts for six months, how will it provide for people who have been long-term employees if they are not successful in gaining employment? How will the government ensure that those people are compensated for the loss of long-term employment and the income consequences that come with that? Therefore, I have two questions. First, are those long-term employees covered by the Public Sector Management Act? Second, even if they are not covered by the Public Sector Management Act and even though the government is extending their contracts for six months, if they are long-term employees on continuous contracts, how will the government ensure that they are appropriately, I suppose, compensated through redundancy provisions—because clearly they are being made redundant through the joining of the two organisations—so that they are not income-disadvantaged?

Mr J.H.D. DAY: I understand that generally the individuals involved have been appointed on a relatively short-term basis or have not been there in the long term, and they are on fixed term contracts under a federal award because they are actually engaged by LandCorp. Staff at Armadale have been provided under an arrangement with LandCorp, which is different from staff at the East Perth Redevelopment Authority or the MRA, and that does complicate the situation somewhat. However, as I said, they are under a federal award.

Ms J.M. Freeman: Do you know which award that is, because there's no federal public sector award?

Mr J.H.D. DAY: I do not know specifically.

Ms J.M. Freeman: Can you take that on notice?

Mr J.H.D. DAY: I am happy to try to find that out. As I said, it is under LandCorp arrangements, whatever —

Ms J.M. Freeman: It's just interesting because there are no federal public sector awards that I'm aware of.

Mr J.H.D. DAY: LandCorp, I understand, is regarded as a corporation, so —

Ms J.M. Freeman: Yes, it would be; Land "Corp" trading authority.

Mr J.H.D. DAY: Exactly.

Ms J.M. Freeman: So, federal award, short-term —

Mr J.H.D. DAY: If individuals believe they have an argument that they have been there in the longer term and that they may have some additional rights because of that, obviously it is a matter of looking at each case on its merits and for them to make the case for that, I guess. There is clearly employment law and industrial relations law, and precedents presumably, so that it would be a matter of looking at each case on its merits if people are in those circumstances.

Mr C.J. TALLENTIRE: Further to the questions asked by the member for Nollamara, bringing people who were originally appointed under arrangements that are not in the Public Sector Management Act into a regime in which they are covered by the Public Sector Management Act raises some problems. As members of Parliament, we are all familiar with section 105 of the Public Sector Management Act, which prevents us being involved in the recruitment and the employment of public servants. It is feasible that some people who are employed by the various redevelopment authorities may have had members of Parliament participate in their recruitment process; therefore, I am concerned that we will bring them into a regime that specifically prevents that and there could be some suggestion that their recruitment to the public service has somehow been influenced by the role of a member of Parliament.

Mr J.H.D. DAY: Under this legislation, as I pointed out, the staff at Armadale will be able to have their contracts extended by six months but they will continue to be employed for that six-month period under the same arrangements—that is, a federal award, apparently—and on the same conditions as they currently have. Therefore, they will not be coming into the Western Australian public service under the Public Sector Management Act, as the member suggested, so that the question does not arise about us as members of Parliament being involved in any actual appointment under that act. As I previously mentioned, they can apply for positions in the new MRA and they would go through the same process as anybody else. I would not expect that I as minister, or any other member of Parliament, would have any particular role in that appointment process, and, as the member pointed out, we are included in that under the Public Sector Management Act, so it will not change.

Mrs M.H. ROBERTS: For the record, I wonder whether the minister might advise us of the total current staff of the current authorities. I assume that the total number of staff required after 1 January will be fewer. No doubt some budgeting or information has been provided to the minister on that. I understand that in any organisation there is some attrition by people not wanting to continue. I am just trying to get some clarity on whether the people who work at the Armadale Redevelopment Authority in particular have any likelihood of continuing, given their lesser employment status. I assume that some good people with relevant skills and so forth work there. If that is the case and I were one of those people and I thought that I might not have a job as of 1 January—that is, my future employment was not guaranteed—I would certainly be looking elsewhere. There may well be skilled people who potentially we would like to keep and incorporate at the Metropolitan Redevelopment Authority but who, because of the uncertainty of their employment situation, might decide to go and work, for example, in the private sector.

Mr J.H.D. DAY: It is of course open to people to seek other employment if they wish.

Mrs M.H. Roberts: I thought the minister would want to keep people with good skills and experience.

Mr J.H.D. DAY: Indeed, that is the case and I suspect at least some of the staff at Armadale will be needed in the new authority, and if they choose to apply for permanent positions, they would be successful. Obviously, I do not have particular names in mind, but my clear understanding is that there are people of competence and experience at Armadale, and it would be desirable for them to continue in the new authority. The number of staff in the four authorities at the moment is 86, including full-time, part-time, casual and contract staff; it does not include any temporary staff. The structure of the new organisation has not been finalised at this stage. I expect the number required would be similar, but I cannot be precise about that.

Mrs M.H. ROBERTS: Two questions arise from the minister's response. If people start leaving the Armadale Redevelopment Authority to take up other employment some time soon, does the minister still think the authority will be able to operate effectively until this legislation comes forward? The other is that the minister has said that he does not expect the authority to come into place until 1 January; that is, once the bill passes

through this house, goes to the next house and, if it is approved there, is passed. Therefore, I assume that the minister is not looking to proclaim the bill until late December—early January and would not be advertising for positions in the new authority until the legislation that created the new authority was proclaimed. I wonder how that situation will be handled and the impact that will have on staffing.

Mr J.H.D. DAY: In relation to Armadale, if people choose to leave between now and the end of the year, we would not want to lose people who have good ability and experience; however, if they choose to move elsewhere, we will ensure the situation is managed. There is still a board in place, and I do not expect any changes to the board. I meet with the chair of the board, Charles Johnson, and the CEO, John Ellis, on a periodic basis, and if issues arise in relation to staffing matters at Armadale, I assume I will be made aware of them. Obviously, I will be discussing the general operations, and if there is a problem, I am sure I will be made aware of it and will make sure that is covered one way or another. The commencement date of the act will need to be 31 December this year, so that the transitional provisions will work properly. That means that if the new act starts operation on 31 December, the transitional provisions come into operation the following day. That means the new authority could start operating on 1 January 2012.

I hope that answers the member's questions. I also remind members in relation to Armadale that there is the six-month extension of contracts, so it gives people a greater degree of certainty than they otherwise would have, and we also expect the staffing structure of the organisation to be pretty well finalised prior to the proclamation of the act.

Amendment put and negatived.

Dr A.D. BUTI: I refer to subclause 3(a). The minister mentioned in the second reading speech that LandCorp is a statutory authority; is that true?

Mr J.H.D. DAY: I am advised it is a constitutional corporation and we generally refer to it as a government trading enterprise.

Dr A.D. BUTI: So it is a government trading corporation or enterprise rather than a statutory authority?

Mr J.H.D. DAY: I am advised that it is also a statutory authority. The term “statutory authority” is not defined in the bill, so it takes its ordinary meaning, which is an authority established by a statute. LandCorp is more fully known as the Western Australian Land Authority and is established by the Western Australian Land Authority Act 1992; therefore, it is a statutory authority.

Dr A.D. Buti: Therefore, would subclause 3(a) not mean that the “employees”, for lack of a better word, would be under a contract of service to a statutory authority, and, if so, would clause 109(2) apply to them? As far as I am aware, all employees of the Armadale Redevelopment Authority are contracted by LandCorp, so they are contracted by a statutory authority.

Mr J.H.D. Day: Yes.

Dr A.D. BUTI: If that is the case, is there not an internal contradiction—I may have this wrong and I look forward to the minister's explanation—between subclause (2) and subclause (3)(a)? Subclause (2) definitely applies to Armadale Redevelopment Authority, whereas as far as I am aware, with subclause (3)(a), every employee or person at the Armadale Redevelopment Authority is contracted to provide services to that authority by the arrangement with LandCorp, which is a statutory authority; therefore, clause 109(2) applies. The Armadale Redevelopment Authority is also a statutory authority. Does clause 109(2) not mean that they would be considered to be public servants?

Mr J.H.D. DAY: I am seeking the legal advice. Clause 109(2) effectively says that it is possible for the authority to employ people other than public servants, that is, they are employed other than under the Public Sector Management Act. The purpose of that clause, essentially, is to provide for the people at Armadale so that they can come into the authority but the situation will be that they will still be on the same conditions as Armadale and still on contract.

Clause put and passed.

Clause 151 put and passed.

Clause 152: Transfer of land in abolished redevelopment area to redevelopment area under this Act —

Mrs M.H. ROBERTS: An earlier clause dealt with other kinds of assets. Clause 152 deals with the transfer of land in an abolished redevelopment area to the redevelopment area under this act. There is some variation in the monetary assets of each of the current authorities; similarly with landholdings. I raise this matter principally because of my interest as member for Midland. The Midland Redevelopment Authority was established with a significant amount of government land. I suspect—although I stand to be corrected if the minister can advise me otherwise—that it probably has greater landholdings than the other authorities. I assume the minister has some

kind of register of the parcels of land owned by each of the authorities and the value of that land. I am quite confident that people in the various local areas would be concerned about the potential, I suppose, for land to be sold off in one authority area and the money spent elsewhere, and not just in one of the existing authorities but in a new authority set up by the government in the future.

Mr J.H.D. DAY: The effect of clause 152 does not relate to the transfer of ownership of the land. That was covered in clause 147, which we debated earlier.

Mrs M.H. Roberts: Yes.

Mr J.H.D. DAY: The purpose of clause 152 is to ensure that the existing redevelopment areas do become redevelopment areas under the Metropolitan Redevelopment Authority so that the same powers, processes and purposes will apply. This clause, therefore, is not about the transfer of ownership itself. In answer to the member's question, I have no doubt that a register is currently kept by each authority, and that will continue to be the case under the MRA. On the question of the estimated value of land, I am sure all authorities would have those details in their books, and that situation certainly will not change. In relation to land in Midland, I am sure the member is aware that there has been the need for a great deal of remediation, removal of contaminated soil and so on at the railway workshops site, so that a lot of the land would have a negative value. There also remains a quite substantial amount of debt in the MRA of at least \$20 million. My recollection was that it might have been a bit more than that.

Mrs M.H. Roberts: I think the authority was set up with a maximum borrowing power, wasn't it?

Mr J.H.D. DAY: The borrowing level has been increased somewhat.

Mrs M.H. Roberts: Right.

Mr J.H.D. DAY: Without checking, I would not want to say how much it is, but it has gone up somewhat. In short, a substantial amount of public funding has been put into the redevelopment of Midland. That was always going to be necessary one way or another because of the contaminated soil from the old railway workshops' activities, and somehow or other that had to be funded. Former governments—both the previous coalition government and the Labor government when it was in office—ensured that that process occurred and that funding was made available for urban development and other aspects of the redevelopment to occur.

Mrs M.H. ROBERTS: I thank the minister for that response. For the information of other members of this place, the Midland Redevelopment Authority was set up with the capacity to borrow money for a lot of the remediation works and other things. It borrowed money and therefore has a significant financial liability. I was unaware that the debt level had been extended from the original cap. It may have been extended more than once, for all I know. There were, of course, allocations from the consolidated fund to deal with some works. I cite by way of example the removal of asbestos and the treatment of the roofs of the three main workshops. For that there was a direct budget allocation by the last government, I think in the order of about \$18 million to \$20 million. It might have been \$12 million, but it was a significant amount of money in any event for which the authority did not need to borrow against its future development. I appreciate that the minister has referred me back to the land being an asset dealt with under clause 147 rather than under clause 152. I wonder, though, whether the minister could explain to me in layman's terms what clause 152 actually achieves.

Mr J.H.D. DAY: The effect of this clause, as I was trying to outline earlier, is that an area currently declared as a redevelopment area will continue to be a redevelopment area under the new authority. The same development that occurs up until—most likely—31 December this year will continue from 1 January 2012, and all the same processes and planning schemes in place now will apply to development approvals and will transition through to have exactly the same effect under the new authority.

Mr C.J. TALLENTIRE: Further to the minister's response, I have concerns with line 19 on page 99, which states

... on the repeal the remaining land may be declared to be or to be part of, ...

The word "may" there suggests to me that other options are available to those who will be overseeing this transition. Obviously, issues that come to mind are that the land "may" be relinquished to some other authority or "may" be put out for sale. I heard the minister say that clause 147 is the main clause for the disposal or transfer of assets, but it does seem that line 19 opens up other possibilities. I look forward to the minister's explanation.

Mr J.H.D. DAY: I am advised that this is the usual wording in legislation. There is no intention to do anything else, even though the word "may" appears there. It ensures that regulations can be created. There is the power created by this clause to develop those regulations, and I am advised that the usual word "may" is used rather than "will". It is how heads of power are usually described in legislation. There is certainly no intention to do anything other than what I have said. This is the usual wording that appears in our acts of Parliament.

Mr C.J. Tallentire: It does seem ambiguous, though.

Mr J.H.D. DAY: It could be taken that way, I guess, if people wanted to be very sceptical or suspicious, but there is certainly no intention, as I said, to do anything else. Why would we?

Clause put and passed.

Clause 153: Redevelopment scheme continues for land in abolished redevelopment area that is transferred to redevelopment area under this Act —

Mrs M.H. ROBERTS: I wonder whether I can have a quick explanation on this. I expect that this clause is similar or the reverse or converse or something of clause 152. It deals with land in an abolished redevelopment area that is transferred. I guess that this clause applies if one of the authorities is abolished prior to this bill coming into operation. Perhaps the minister could provide some clarity to me about what this clause achieves?

Mr J.H.D. DAY: The effect of this clause is to carry over the redevelopment schemes, the planning schemes and the policies that exist under the current redevelopment schemes to ensure that they will continue under the legislation. There is reference in clause 145 to the definition of an abolished authority. The existing authorities will be abolished immediately prior to the establishment of the new Metropolitan Redevelopment Authority; therefore, it is necessary to have this provision in the bill to deal with the situation of an area that is abolished because of the repeal of an act.

Mrs M.H. Roberts: What would be abolished? I can't quite work out what would happen.

Mr J.H.D. DAY: All four existing authorities will be abolished; therefore, it is necessary to have this arrangement so that their redevelopment schemes and policies can be transferred to the new authority.

Clause put and passed.

Clause 154: Exemptions from State tax —

Mrs M.H. ROBERTS: Clause 154 is about exemptions from state tax, including those under the Duties Act. As I understand it, the clause appears to be a commonsense provision and it just ensures that exemption in land being transferred, or anything else for that matter. I wonder what other assets or taxes or duties are covered that might not normally be payable in the transfer of assets or properties from the current individual redevelopment authorities to the new Metropolitan Redevelopment Authority.

Mr J.H.D. DAY: That is correct. The purpose of the clause is to ensure no duty is payable because of the land transfers that will occur under clause 147.

Mrs M.H. ROBERTS: That is stamp duty. Would there be other things that would normally be payable or not?

Mr J.H.D. DAY: This is the standard provision. I understand that there could otherwise be registration fees payable to Landgate, and this provision will ensure that those fees would not be payable. Stamp duty would be the main one, but many other fees such as that which are payable to a state agency generally would not be applicable.

Mrs M.H. ROBERTS: I can well understand that it is appropriate for the authority to be exempt from stamp duty and other charges that are normal on the transfer of land. However, Landgate must have some real costs in making the changes to titles and so forth. Does this mean that it will do that at effectively no cost to the Metropolitan Redevelopment Authority, or will at least the real cost of doing the transactions be able to be reimbursed to an agency such as Landgate, and has it been consulted?

Mr J.H.D. DAY: That is correct. It will not be possible for Landgate or any other agency to charge any fees in relation to land transferred under this provision only. This occurs only on the transition to the new authority. It will not occur when land is transferred in the future; that is, registration fees would then be payable. But when the new authority is established, the intention is that the fees would not be payable. Landgate, of course, is another state agency and I do not think that the agency would incur a huge amount of cost, but the judgement is that it is appropriate that fees be exempted on this one occasion.

Clause put and passed.

Clause 155: Transitional regulations —

Mr C.J. TALLENTIRE: I am interested to know a little more about the reference in line 24 on page 101 to a "manner prejudicial" to any other person. I am concerned that it might be possible for someone to say that they are not happy with the transitional arrangements and therefore the arrangements are prejudicial to them, when in fact it might be that it was the expected course of events that was to happen. Can the minister outline a little more about what is meant by the term "manner prejudicial"?

Mr J.H.D. DAY: I understand that it is not expected that transitional regulations will need to be made, but it is important that this provision is included in the bill just in case some regulations do need to be made in relation to

the transition. The effect of clause 155(5)(a) is to ensure that any rights that any individual or person has that would otherwise apply prior to the transitional regulations that may be drafted—I emphasise “may”—would not be able to be reduced or taken away by those regulations. It is a safeguard in the bill to provide that level of protection.

Mr C.J. TALLENTIRE: Would it be possible, though, for someone to claim that they would suffer some form of loss, when that might be open to question or it might be perhaps quite legitimate that someone will incur a loss in those transitional arrangements?

Mr J.H.D. DAY: I guess it is possible for someone to claim a loss; whether it is justified would have to be considered. The effect of this provision is to ensure that there is no legitimate way in which they could lose their rights. As it states in the bill, the purpose of the provision is to ensure that there is not any loss of rights. People can claim things, but whether they are justified or substantiated would obviously need to be assessed on its merits. In the end, the court would make the decision, if things go that far. It is very unlikely, as I understand it, that this provision will need to be used, but it provides a safeguard for people in the event that some regulations need to be put in place to allow the transition to the new authority. It provides a high level of protection, as I said.

Mrs M.H. ROBERTS: I know that the minister said that the transitional regulations may not be necessary, but if they are necessary, it specifies in clause 155(3) that —

If the transitional regulations provide that a specified state of affair is to be taken to have existed, or not to have existed, on and from a day that is earlier than the day on which the transitional regulations are published in the *Gazette* but not earlier than the commencement of this section, the transitional regulations have effect according to their terms.

If these transitional regulations were required, I am trying to get some idea about when they would need to be published in the *Government Gazette*. Are we looking at potentially early January? The clause is attempting to set out a time frame there and I am trying to work out what the time frame is.

Sitting suspended from 6.01 to 7.00 pm

The ACTING SPEAKER (Mr P.B. Watson): Does the minister wish to introduce his advisers?

Mr J.H.D. DAY: I am now on my own, Mr Acting Speaker. The member for Midland graciously remarked that the advisers could go home at six o'clock, and they have done so. We are on the last clause of the bill and most of the issues have been covered. As I was saying earlier, the purpose of this clause is to provide the ability for regulations to be made for the transition to the new authority, should that be necessary. Although that is not expected to be necessary, when drafting the bill, parliamentary counsel and the Department of Planning staff provided for what is, hopefully, every eventuality. In the event that such regulations are needed, this clause creates the power to establish them.

Mrs M.H. ROBERTS: I take this opportunity to thank the minister and his advisers for being as cooperative and informative as they have been throughout the consideration in detail stage of the bill. However, I note that the minister said that he would look into a few matters that were raised and I look forward to those being addressed at the third reading stage.

Clause put and passed.

Title put and passed.