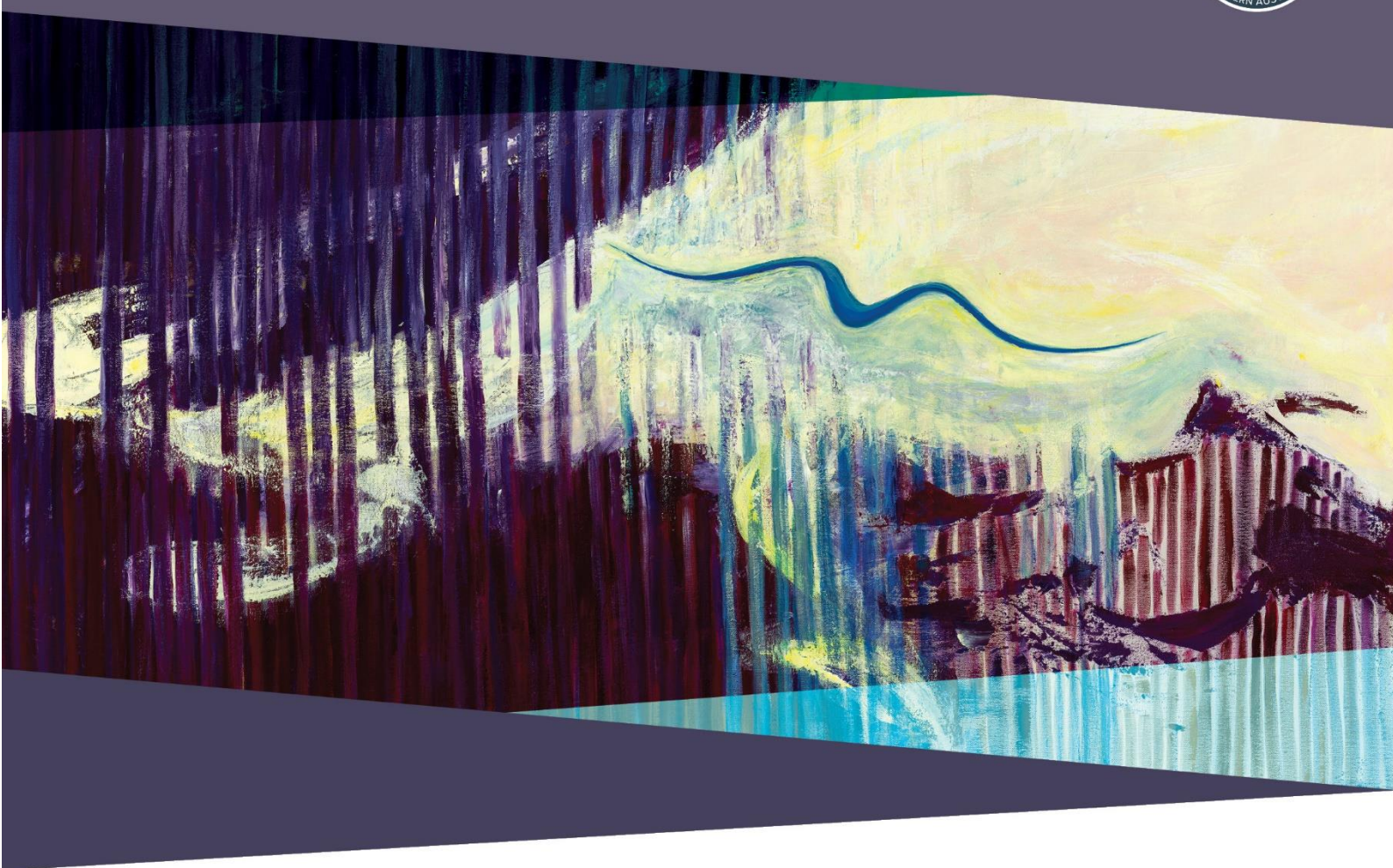




Government of **Western Australia**
Department of Mines, Industry Regulation and Safety



Final report

Statutory review of the family and domestic violence provisions in the
Residential Tenancies Act 1987 (WA) and the
Residential Parks (Long-stay Tenants) Act 2006 (WA)

May 2023



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This document has been released to provide information to assist stakeholders in providing input to the review of family and domestic violence provisions included in Western Australia's residential tenancies and residential parks legislation. This report does not represent, or purport to represent, legal advice or constitute Government policy.

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Cover art: Freedom to Fly by Barbara Bynder

Commissioned by Consumer Protection WA, the painting represents freedom to fly from family and domestic violence. The amendment to the Residential Tenancies Act is an opportunity for victims of family and domestic violence to choose how they would like to move forward.

Barbara Bynder is Ballardong, Whadjuk Nyoongar with connections to Yued and Wagyl Kaip people. Barbara is a practising artist, a panel member for the Australia Council for the Arts, and an alumni of the British Council Indigenous Creative Leadership Program.

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ABBREVIATIONS AND TERMINOLOGY

The following is a summary of abbreviations and terminology used in this report.

ACT	Australian Capital Territory
AFLS	Aboriginal Family Legal Services
AIHW	Australian Institute of Health and Welfare
Circle Green	<p>Circle Green Community Legal</p> <p>Independent, not-for-profit community legal centre providing state-wide specialist legal services in employment, tenancy and humanitarian services.</p> <p>In late 2020, Tenancy WA merged with Community Law Centres, the Employment Law Centre and the Humanitarian Group to form Circle Green Community Legal.</p>
Communities	The Department of Communities
Consumer Protection	Department of Mines, Industry Regulation and Safety's Consumer Protection Division
Division	'Division' is a term used for referring to a particular grouping of clauses within legislation. The hierarchy of groupings in legislation is usually: Chapter, Part, Division and Subdivision.
Family and domestic violence (or family violence)	<p>Violence, or a threat of violence, by a person towards a family member of the person; or</p> <p>Any other behaviour by the person that coerces or controls the family member or causes the member to be fearful.</p> <p>(This reflects the definition used in the legislation)</p>
FCLC	Fremantle Community Legal Centre
FDV	Family and domestic violence (see above)
FDV reforms/ FDV provisions	The amendments that were made by the <i>Residential Tenancies Legislation Amendment (Family Violence) Act 2019</i> (WA) to the <i>Residential Tenancies Act 1987</i> (WA) and the

	<i>Residential Parks (Long-stay Tenants) Act 2006 (WA)</i> to provide greater protections to victim-survivors of FDV.
FVRO	Family Violence Restraining Order
ICA	Insurance Council of Australia
KCLS	Kimberley Community Legal Services
NSW	New South Wales
NT	Northern Territory
QLD	Queensland
REIWA	Real Estate Institute of WA
RT Act	<i>Residential Tenancies Act 1987 (WA)</i>
RP Act	<i>Residential Parks (Long-stay Tenants) Act 2006 (WA)</i>
SA	South Australia
SAT	State Administrative Tribunal
TAS	Tasmania
VIC	Victoria
WA	Western Australia
WRAS	The Welfare Rights and Advocacy Service

REFERENCES IN THIS REPORT

We note that some people who experience domestic violence prefer the term ‘victim’ while others prefer the term ‘survivor’. This paper uses the term ‘victim-survivor’ in acknowledgement of the ongoing harm caused by abuse and violence, as well as honouring the resilience and strength of people with experience of family and domestic violence (FDV).

The discussion throughout this paper, unless otherwise stated, applies to both the *Residential Tenancies Act 1987* (WA) (RT Act) and the *Residential Parks (Long-stay Tenants) Act 2006* (WA) (RP Act).

The FDV provisions included in the RT Act are mirrored in the RP Act. In regard to the RP Act, the provisions only apply to on-site rentals (usually within caravan parks) where a tenant is renting both the building and the site. Essentially these tenants are provided with the same protections as residential tenants.

For simplicity:

- a reference to the legislation means the RT Act and RP Act;
- a reference to Division means Division 2A of the RT Act and Division 3A and Division 4A of the RP Act;
- a reference to ‘lessor’ means a lessor under the RT Act or a park operator under the RP Act;
- a reference to ‘tenant’ means a tenant under the RT Act or a long-stay tenant pursuant to an on-site home agreement under the RP Act; and
- a reference to ‘court’ means the Magistrates Court for the RT Act or the State Administrative Tribunal for the RP Act.

INTRODUCTION

Family and domestic violence (FDV) is a serious and highly complex issue impacting our community. It is a leading cause of homelessness for women and children and imposes significant cost on the community. The ramifications for victim-survivors of family violence who are forced to leave their homes can be far ranging and include risks of homelessness, loss of employment, disruption of children's education as well as adverse impacts on physical and mental health.

In response to these concerns, in 2019, the *Residential Tenancies Legislation Amendment (Family Violence) Act 2019* (WA) was enacted to amend the *Residential Tenancies Act 1987* (WA) (RT Act) and the *Residential Parks (Long-stay Tenants) Act 2006* (WA) (RP Act).¹ The amendments aim to provide victim-survivors of FDV with options to leave harmful tenancy situations without incurring additional financial burdens, or alternatively, to remain in their homes and feel safe. Throughout this report these amendments will be referred to as “the FDV reforms” or “the FDV provisions”.

In developing the FDV reforms, the Department of Mines, Industry Regulation and Safety's Consumer Protection Division (Consumer Protection) drew on the experience of other Australian and overseas jurisdictions that had implemented tenancy reforms relating to FDV. Since 2019, QLD and NSW have strengthened their residential tenancy provisions to make terminating a tenancy less onerous for victim-survivors.²

BACKGROUND TO THE REVIEW

The FDV reforms commenced on 15 April 2019 and include a requirement to review the operation and effectiveness of Division 2A of the RT Act and Division 4A of the RP Act within three years. These Divisions include provisions about terminating a tenant's interest on the grounds of family violence.

The legislation identifies four specific matters to be reviewed including:³

1. The effect of the Division on lessors' rights to recover debts owed by tenants.
2. The effect of the Division on lessors' insurance policies.
3. The effect of the Division on contractual certainty.

¹ The amendments to the RP Act only apply to on-site rentals where a tenant is renting the building and the site. Essentially, these tenants are provided with the same protections as residential tenants.

² An overview of the FDV provisions in other jurisdictions was provided as an annexure to the consultation paper.

³ The matters for review are set out in section 71AF of the RT Act and sections 45C and 74D of RP Act.

4. The extent to which the Division affects contractual obligations upon lessors and co-tenants who are not perpetrators of family violence and the impact of those obligations.

The legislation also provides scope to address other matters the Minister deemed relevant.⁴ In July 2022, the Minister for Commerce expanded the scope of the statutory review to include the following three matters:

1. The effect of the Division on tenants who are victims and survivors of family violence with respect to their ability to terminate their obligations under a tenancy agreement without penalty.
2. The effect of the Division on tenants who are victims and survivors of family violence with respect to their ability to access relief from liability for debts caused by the perpetrator.
3. The effect of the Division on victims and survivors of family violence with respect to their ability to be recognised as a tenant for the purpose of remaining at the premises.

Issues raised by stakeholders that fall outside of the scope of this review will be considered separately as part of Consumer Protection's ongoing commitment to reviewing the residential tenancies and residential parks legislation.

POLICY OBJECTIVES OF THE FDV REFORMS

Broadly speaking, the policy objectives of the FDV reforms is to remove some of the difficulties that have long been experienced by victim-survivors of family violence and empower them to make choices that may ultimately save lives.⁵

The policy objectives of Division 2A of the RT Act and Division 4A of the RP Act are to make:

- leaving a violent situation easier for victim-survivors by reducing the financial burden associated with ending a tenancy agreement early; and
- staying in the rental premises without the perpetrator an option.

⁴ Section 71AF of the RT Act and sections 45C and 74D of RP Act.

⁵ Hon Alannah MacTiernan MLC, Minister for Regional Development, Western Australia, Legislative Council, Parliamentary Debates (Hansard), pp 4133a-4a.

RELEVANT PROVISIONS OF THE RESIDENTIAL TENANCY AND RESIDENTIAL PARKS LEGISLATION

Usual tenancy law

Usually, tenants are jointly and severally liable under the tenancy agreement. This means that the lessor may recover the whole debt from either or both of the co-tenants regardless of their individual share of the liability.

Liabilities might include the following:

- the cost of fixing damage to the premises;
- rent arrears; and
- if the tenancy is terminated early, the cost of rent until a new tenant is found plus advertising costs.

This gives lessors certainty that even if one tenant absconds or cannot pay the debt, costs can still be recovered from the other tenant and the lessor will not be left out of pocket.

In circumstances of family violence

By contrast, the FDV reforms allow a tenant impacted by FDV to:

- terminate their interest in a tenancy agreement early on the grounds of family violence;⁶ and
- apply to the court to determine the rights and liabilities of each tenant.⁷

A tenant may also remain in the premises by applying to the court/SAT to have the perpetrator's name removed from the tenancy agreement.

When making a determination as to the parties' rights and liabilities following termination due to FDV, the court/SAT is able to make orders to:

- compel a party to pay compensation for loss or injury relating to the termination, apart from personal injury;⁸ and
- apportion the disposal of the security bond.⁹

⁶ A tenant impacted by family violence can terminate their interest in a fixed term tenancy agreement early by issuing the lessor with a notice of termination on grounds that the tenant or a dependant of the tenant is, during the tenancy period, likely to be subjected or exposed to family violence. The notice of termination must be accompanied by evidence as provided for in the legislation.

⁷ RT Act s 17B; RP Act s 74C(2)(a).

⁸ RT Act s 17B(2); RP Act s 74C(2)(b).

⁹ RT Act s 17B(3); RP Act s 74C(3).

The legislation requires a notice of termination to be accompanied by evidence, for example, a report provided by a person in charge of a women's refuge.

In practice, this means that tenants choosing to end their tenancy early on the grounds of family violence can limit their debts and recover a portion of the bond. This puts victim-survivor tenants in a better position financially to rent another property. Alternatively, if the tenant wishes to stay at the premises, they can do so.

In making an order, the court is required to have regard to certain principles included in the legislation. For example, the need to prevent further victimisation of a person who has experienced family violence through the unjust application of the principle of joint and several liability.¹⁰

If the court finds that the victim-survivor is not liable for the debt, the lessor may pursue the perpetrator tenant for the debt. If the perpetrator is not listed on the tenancy agreement, the lessor may pursue the perpetrator via separate civil proceedings or make a claim on their insurance.

There are other amendments as part of the suite of FDV reforms, such as allowing FDV victim-survivors to make changes to the premises for safety and security. These changes have not been examined as part of the review.

SUMMARY OF KEY RECOMMENDATIONS

Consumer Protection makes the following recommendations resulting from this review:

Matter 1 - Lessors' rights to recover debts

- 1. The impact of the FDV reforms on lessors' rights to recover debts be reviewed when the rental market returns to a more balanced state.*

Matter 2 - Insurance policies

- 2. The impact of the FDV reforms on lessors' insurance policies be reviewed when the rental market returns to a more balanced state.*

Matter 3 - Contractual certainty

- 3. The impact of the FDV reforms on contractual certainty be reviewed when the rental market returns to a more balanced state.*

¹⁰ RT Act s 17B(5); RP Act s 74C(5).

Matter 4 – Contractual obligations upon lessors and co-tenants

4. That consideration be given to increasing the notice period within which lessors must inspect the premises where a victim-survivor tenant has terminated their interest in the tenancy. The time period should accommodate the time required where the lessor gives notice by post.

5. That consideration be given to how lessors/property managers inspecting rental premises can be protected where there is a risk of assault or abuse.

Matter 5 – Terminating the tenancy without penalty

6. That consideration be given to allow a tenant to apply to court to have debts apportioned after the tenancy is terminated on the ground that the tenant was exposed to FDV during the tenancy.

7. That Consumer Protection develop a plain English information sheet to increase tenants' awareness of their rights under the FDV provisions.

8. That consideration be given to requiring property managers to give tenants a copy of the information sheet referred to in Recommendation 7.

Matter 6 – Liability for damage caused by the perpetrator

9. The legislation be amended to clarify that victim-survivors of FDV are not liable for damage caused by the perpetrator in situations where the perpetrator is not listed on the lease and is unlawfully at the premises (i.e. at the property without permission or authority).

10. *The legislation be amended to allow FDV victim-survivors to avoid liability where the perpetrator causes damage, is not listed on the lease and is lawfully at the premises temporarily (i.e. granted permission to be at the premises). To provide a safeguard to lessors, it is proposed that victim-survivor tenants be required to provide evidence to substantiate their claim of FDV-related damage.*

11. *Further consideration be given to how legislation governing liability for damage impacts victim-survivor tenants in regional and remote areas, particularly where Indigenous cultural norms and lack of housing complicate tenancy arrangements.*

Matter 7 – Being recognised as a tenant

12. *That consideration be given to linking RT Act section 59C and RP Act section 63C (Recognition of certain persons as tenants) to the FDV provisions so that victim-survivors who are not on the lease can more easily apply to the court to be recognised as a tenant.*

1 CONSULTATION

1.1 Why we consulted

Consultation was undertaken to obtain as much feedback as possible from stakeholder bodies representing lessors, property managers and tenants, as well as individually from lessors, tenants, property managers and family violence support workers. The aim of this consultation was to learn from their firsthand experiences regarding:

- the terms of reference;
- how much the FDV provisions are being used; and
- whether the legislation is working as intended.

1.2 How we consulted

In November 2022, Consumer Protection released a consultation paper outlining:

- the background and impetus for the reforms;
- the structure and content of the reforms;
- the topics (incorporating the terms of reference) to be included in the review;
- potential concerns raised by stakeholders in relation to these topics;
- initial feedback given in relation to these topics; and
- consultation questions to guide feedback.

Respondents were invited to share their thoughts with Consumer Protection either via written submissions or by completing a “workbook” which summarised the consultation questions.

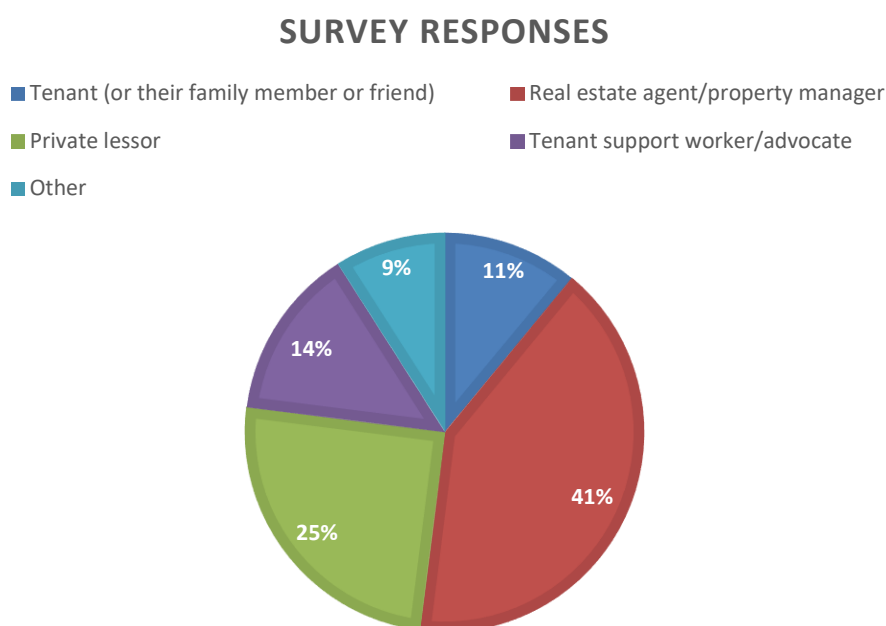
An online survey was also released that sought feedback about awareness and effectiveness of the reforms.

The consultation paper and survey were widely publicised through:

- an initial Ministerial launch;
- traditional media;
- social media posts; and
- direct contact with stakeholders via newsletters sent by Consumer Protection to registered lessors, tenants and property managers/agents.

Consumer Protection also emailed 190 key stakeholders inviting survey responses and submissions in response to the consultation paper and presented the consultation paper to the Consumer Advisory Committee for comment and distribution through committee member networks.

Consumer Protection received 18 written submissions (including workbook responses) and 256 individual responses to the survey. The breakdown of survey responses follows:



2 KEY FINDINGS

2.1 Survey

The survey results suggest that, since commencement three years ago, the FDV reforms have not significantly impacted stakeholders in the residential rental market. The limited impact may be a consequence of:

- the timeframe since the reforms were enacted is relatively short, and in that time the rental market has been impacted by extraordinary events including the COVID-19 pandemic and the moratorium on evictions and rent increases;
- the rental vacancy rate has been extremely low so that lessors have little, if any, difficulty finding new tenants quickly where a tenant leaves early due to FDV; and

- some tenants that may be reluctant to terminate their tenancy due to an inability to find a safe and stable home elsewhere.

How much have the FDV provisions been used?

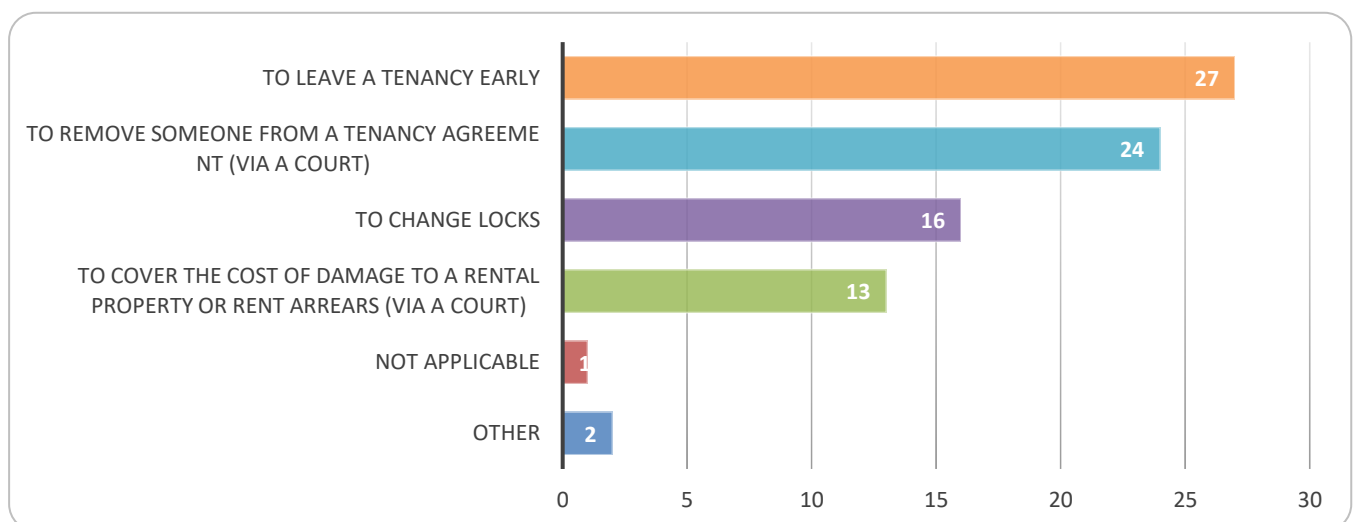
The survey results indicate the FDV provisions have had limited use:

- The majority of lessors (80 per cent) have not had a lease end early due to FDV. Most (52 per cent) indicated that the FDV tenancy laws have had minimal impact on them.
- The majority of tenants (53 per cent) indicated they did not need to use the FDV provisions or chose not to use the FDV provisions.
- Most agents (59 per cent) stated that they were minimally impacted by the reforms either regularly or occasionally.¹¹ A further 25 per cent responded that the question was not applicable to them.

How were the FDV tenancy provisions used?

Both tenants and support workers submitted that the FDV provisions were mostly used to leave a tenancy early. Chart 1 below provides a breakdown of ways the FDV reforms have been used by tenants, according to advocate/support workers:

Chart 1 – advocates/support workers – how were the FDV tenancy laws used?



Why didn't more tenants use the FDV provisions?

¹¹ This survey questions asked agents "When FDV tenancy laws were used, how often did the following occur?" A number of possible outcomes were listed. One of these outcomes was "minimal impact". Agents were invited to choose one of the following responses: regularly, occasionally, never or not applicable.

Many tenants (39 per cent) submitted that they did not need to use the FDV tenancy laws. However, there were a number of tenants who submitted that they either chose not to use the provisions (14 per cent) or wanted to leave a tenancy early but did not do so (18 responses). The range of reasons tenants gave for not leaving a tenancy early were:

- they had nowhere to move to (83 per cent);
- the cost of moving was too high (56 per cent); and
- court processes are too difficult or expensive (50 per cent).

Awareness of the reforms

The vast majority (80 per cent) of survey respondents knew about the FDV tenancy laws. The groups reporting the lowest awareness were tenants and private lessors. Most agents stated that they had advised a tenant experiencing FDV about the FDV tenancy laws (73 per cent).

Have the reforms worked?

The survey results generally indicated that respondents felt the reforms have been working to enable a tenant to leave a harmful housing situation without financial burden (53 per cent agreement). However, results were more mixed regarding the other objectives of the FDV reforms:

- on whether the FDV reforms are working to reduce victim-survivor's liability for debts caused by the perpetrator - 44 per cent agreed; 37 per cent were unsure/mixed; and
- on whether the FDV reforms are working to allow a victim-survivor tenant to remain in the property and feel safe - 36 per cent agreed; 43 per cent were unsure/mixed.

2.2 Written submissions

Written submissions primarily focused on the operation of the RT Act, not the RP Act. This is likely because the RT Act captures a greater number of stakeholders than the RP Act.

The submissions did not suggest that the FDV reforms have had any major impacts on the issues to be assessed in the terms of reference. Some submissions included helpful suggestions, especially regarding the notice periods required of lessors and the safety implications for lessors/property managers inspecting a property in circumstances of FDV.

However, the suggestions to strengthen protections for tenants¹² were strongly resisted by lessors, property managers and the bodies representing these groups.

The following general themes emerged from private lessors and some property managers/agents:

- it is unfair for lessors to be left with debts due to FDV;
- there is a lack of support/guidance provided by real estate agencies in relation to FDV provisions;
- the government, instead of lessors, should bear the costs of FDV-related debts; and
- FDV provisions are being misused by some tenants to escape tenancies/relationships without having to pay break lease fees.

Concerningly, some lessors submitted that they are reluctant to lease their property to single women with children due to concerns that the tenancy may be terminated early due to FDV.

The following general themes emerged from tenant representative groups:

- many tenants are not aware of their rights under the FDV reforms or are hesitant to exercise their rights because there is no alternative accommodation available for them;¹³
- the court processes involved may be too difficult for some tenants, particularly tenants from vulnerable backgrounds and tenants experiencing periods of high stress;
- there are some concerns that single women with children experience discrimination when applying for rental properties; and
- there are some issues with the narrow application of some FDV provisions in the legislation – such as provisions not being available to tenants after the tenancy has ended or the difficulties faced by tenants applying to be recognised as a tenant on the tenancy agreement.

Issues faced by Aboriginal people

¹² Such as expanding the scope of the FDV reforms to better enable victim-survivors to recover debts, become a tenant and terminate the tenancy without penalty.

¹³ Submissions indicate that this is particularly a problem in regional and remote communities.

Some advocate groups that work with Aboriginal victim-survivors expressed concerns that the reforms do not adequately consider the unique position occupied by Aboriginal people as a result of cultural familial relationships. For example, the Aboriginal Family Legal Service (AFLS) expressed concerns that:

- the legislation will be experienced differently by Aboriginal and non-Aboriginal people;
- the FDV provisions disproportionately affect Aboriginal tenants who are overrepresented as victims of FDV; and
- it is unreasonable to expect victim-survivors to be aware of the technical aspects of the legislation, including the processes and timeframes involved in issuing a notice of termination on grounds of family violence during the term of the tenancy, and the need to collect evidence of their experience of violence.

The Kimberley Community Legal Service (KCLS) submitted that the reforms do not currently take into account recognised patterns of victim-survivor behaviour. There may be a number of factors at play, for example, fear of retribution, shame and embarrassment. This means the victim-survivors do not feel physically or emotionally safe to name or report FDV until they are out of the violent situation or an issue arises (for example, when moving out of property). The KCLS provided a case study in support of its submission on this matter.

2.3 Key Stakeholder Bodies

Circle Green Community Legal Centre (Circle Green) made its submission on behalf of the Tenancy Network.¹⁴ It recommended changes be made to the FDV reforms to:

- clarify the operation of the provisions;
- strengthen protections for FDV victim-survivors;
- better enable victim-survivors, whether they are tenants or not, to access the benefits of the provisions; and
- improve awareness of the provisions.

Circle Green also submitted that it has been liaising with the Magistrates Court to improve the accessibility and sensitivity of FDV related tenancy applications.

¹⁴ The Tenancy network is a collaboration of a number of tenant advocate services. The submission was specifically endorsed by Pilbara Community Legal Service Inc, Albany Community Legal Centre Inc, Goldfields Community Legal Centre Inc, Community Legal WA, Women's Legal Service WA, Scales Community Legal Centre, Aboriginal Legal Service, Welfare rights and Advocacy Service, Fremantle Community Legal Centre, Northern Suburbs Community Legal Centre, Regional Alliance West and Law Access.

The Real Estate Institute of WA (REIWA) submitted:

- concerns about the safety of property managers/lessors in circumstances of FDV where they have to inspect the rental property;
- resistance to the suggested proposals which expand tenant protections under the provisions;
- concerns about some tenants misusing the provisions to terminate their tenancy without penalty;¹⁵
- concerns that the standard of evidence accepted to prove FDV is too low; and
- that the current rental market is likely masking the impact of the reforms because lessors can easily find an alternative tenant where a tenancy has been terminated due to FDV.

Communities submitted that:

- the Communities' policies generally reflect the FDV provisions so usually there is no need for Communities' tenants to use the FDV provisions;
- it is often the case that FDV is not reported during the period of the tenancy for many reasons including fear and cultural reasons;
- sometimes, FDV victim-survivors are unwilling to give evidence to police to substantiate FDV, which makes it difficult for Communities to follow its policies in relation to FDV;
- tenancy and housing instability can be used as a form of coercive control towards victim-survivors and their children;
- the current low vacancy rate means that women may be more likely to remain with abusive partners; and
- the issue of leaving a FDV situation is worsened by complex and difficult legal systems.

Communities encouraged dialogue between state agencies and government on the issue of FDV.

¹⁵ REIWA referred to "one reputable respondent who has experienced the reforms more than most" suggesting that more than 50 per cent of individuals using the FDV provisions "are a direct exploitation and misuse those protections to allow the tenant to break lease with no penalty".

3 ENQUIRIES AND COMPLAINTS

The number of FDV related phone enquiries and complaints received by Consumer Protection is relatively low. This may be due to tenants' lack of awareness that Consumer Protection administers the legislation as well as a lack of awareness of the special protections available to victims and survivors of FDV. In addition, FDV victim-survivors may be more likely to seek assistance through community based services, such as, those offered by community legal centres and women's refuges.

Since the commencement of the provisions in April 2019 through to 31 December 2022, Consumer Protection received 1,043 telephone enquiries and 31 complaints relevant to FDV.¹⁶

3.1 Phone enquiries

Of the 1,043 FDV related telephone enquiries, around 30 per cent of calls were categorised as general enquiries which included calls seeking:

- general information about FDV;
- help with accessing forms on Consumer Protection's website; and
- advice based on hypothetical situations.

The other top categories of phone enquiries comprised around 19 per cent of calls related to tenancy termination; 12 per cent related to bonds; and eight per cent related to the removal of the person's name from the bond and/or tenancy agreement.

Most calls were received from lessors/property managers (47 per cent), followed by tenants (42 per cent). The remaining calls (11 per cent) came from "other" stakeholders, including community organisations or people contacting on behalf of the victim/perpetrator.

3.2 Complaints

The following table is a breakdown of the complaints received by Consumer Protection.

¹⁶ The number of phone enquiries do not include abandoned calls or overflow calls directed to operational areas. These calls are not categorised.

Complaint issues

Complaint	Number	Percentage
Tenancy termination	6	19.4%
Other	4	12.9%
Process not followed	4	12.9%
Bond-related	3	9.7%
Disclosure of details	3	9.7%
Name removal from lease/bond	3	9.7%
Access to property	2	6.5%
Rent / liability	2	6.5%
Property damage	2	6.5%
Not stated / unclear	1	3.2%
Level of security / lock change	1	3.2%
TOTAL	31	100.0%

Most complaints were received from tenants (84 per cent). Lessors/property managers comprised three per cent of the complaints.

Of the 31 complaints, 23 were conciliated.¹⁷

¹⁷ Conciliation is a dispute resolution process facilitated by a neutral third party. Its purpose is to clarify the issues in dispute, consider possible options for settle and resolve disputes without recourse to litigation.

4 MATTER 1: LESSORS' RIGHTS TO RECOVER DEBTS

4.1 Potential Concerns with the reforms

When the reforms progressed, concerns were raised that:

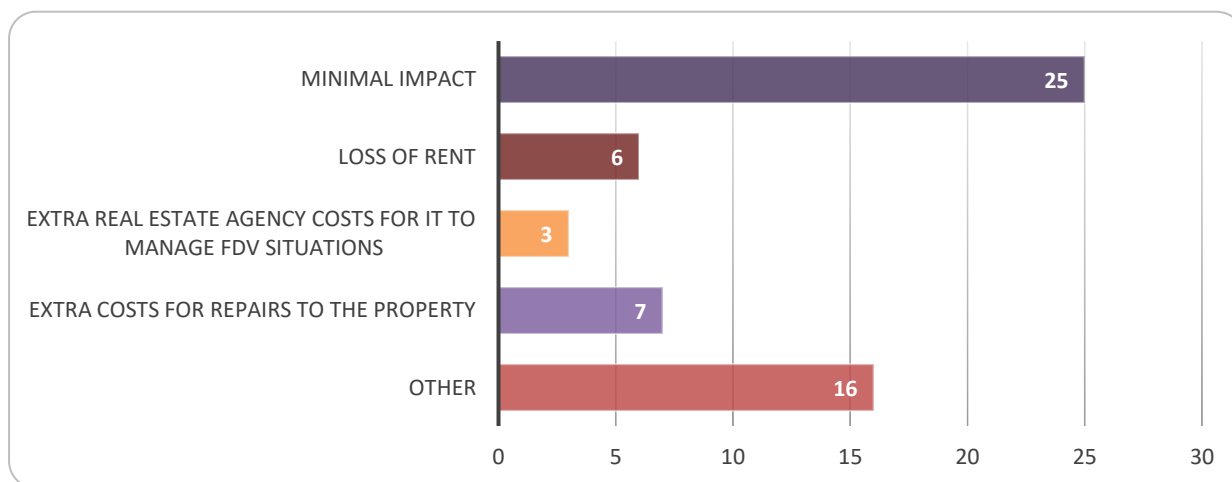
- If responsibility for liabilities shifted away from a victim-survivor tenant, lessors could have more difficulty recovering debts and ultimately be left out of pocket.¹⁸ It was suggested that the onus should be on the departing tenant rather than the lessor to take civil proceedings for any damage caused to the property by another tenant given they are best placed to provide evidence about who caused the damage.
- The provisions may create a loophole for tenants wanting to avoid responsibility for damage to the property.¹⁹ For example, tenants could misuse the FDV provisions by falsely claiming FDV to end a lease early.

4.2 Feedback

Survey

Survey responses indicate minimal impact of FDV reforms on the lessor's right to recover debts owed by tenants. Most of the 48 respondent lessors indicated that the FDV reforms had minimally impacted them (52 per cent), with 12.5 per cent indicating that they had lost rent and 14.6 per cent indicating they had incurred extra costs for making repairs to the property.

Chart 2 – Lessors - how did the FDV tenancy laws impact you?



¹⁸ Legislative Council Standing Committee on Legislation Committee Report No.38, paras 7.30 and 7.31 p 13.

¹⁹ Legislative Council Standing Committee on Legislation Committee Report No.38, paras 7.99 and 7.100 p 38.

The lessors who selected “other” stated that the FDV reforms impacted them in the following ways, listed in order of most frequently submitted to least frequently submitted:

- they have yet to be impacted as their tenants have not used the FDV laws;
- they would never let tenants who are at risk of FDV rent their properties, in some cases due to bad experiences; and
- the lessors incurred additional administrative costs.

Some lessors also expressed general concerns about tenants using the FDV reforms to break lease without ramifications and expressed a view that tenancy laws unreasonably favour tenants.

Chart 3 below demonstrates the results of a survey asking property managers/agents how often rent was lost when the FDV laws were used.

Regularly	25	25.00%
Occasionally	37	37.00%
Never	15	15.00%
Not applicable	23	23.00%

This indicates that in most instances rent loss is an occasional issue.

Property managers/agents also indicated that in 62 per cent of cases where the FDV reforms were used, repairs to the premises were required. However, it is unclear whether the cost of these repairs was recovered from the tenants either individually or by withholding the bond on termination.

Written submissions

The following question in relation to this issue was posed in the consultation paper:

- 1. In circumstances where the FDV tenancy laws have been used, have lessors or property managers experienced increased difficulty recovering debts owed by tenants? For example, debts resulting from rent arrears and damage to property?**

Please explain the circumstances and difficulty.

Of the 18 respondents who made written submissions, only six responded to this question.

Most of the private lessor and property manager/agent respondents were concerned that the reforms may give tenants an “excuse” to terminate the tenancy early and escape liability for debts without being liable for rent arrears or damage causing lessors to be left out of pocket. However, there were not many examples offered of this situation occurring. One lessor submitted that the reforms do not take into account compensating lessors for the time required for court proceedings.

Circle Green submitted that overwhelmingly, FDV victim-survivors bear the costs of tenancy debts and not lessors. It also submitted that since the reforms were introduced, there has been no change in demand for assistance in relation to a lessor or property manager recovering debt.

REIWA submitted that while some property owners have experienced difficulty recovering debts owed by tenants who are victim-survivors of FDV, the current rental market is likely masking the true impact of the FDV reforms on owners. Specifically, because it is easy for lessors to find a new tenant, properties vacated due to FDV are only empty for a very short period. REIWA submitted that it has “serious concerns” about the impact of the FDV provisions on lessors when the pressure on the rental market eases.

Communities submitted that under its policies, the cost of repairing evidenced FDV damage is waived for the victim-survivor tenant and may be imposed on the tenant perpetrator. Victim-survivor tenants may also terminate a fixed term tenancy based on evidenced FDV without financial implication. This enables the victim-survivor tenant to escape the financial burden without having to attend court. Communities submitted that while it supports the intention of the FDV provisions to enable a victim-survivor to leave their tenancy safely without negative consequences, it has identified the following issues with debt recovery:

- Where a FDV perpetrator is not a tenant, it is more difficult for Communities to recover debts. There are some civil and criminal options available to Communities.

- FDV can be ongoing with multiple debts accruing for property damage over an extended period without victim-survivors identifying the damage as being caused by FDV or using the provisions.

Communities has experienced rising unrecoverable costs relating to FDV damage. This is partly because Communities cannot pursue a civil or criminal action against the perpetrator where victim-survivor tenant declines to provide evidence to the WA Police. This is particularly prevalent where the perpetrator and victim-survivor remain living together but the FDV and associated damage continues.

Shelter WA submitted that none of the respondent housing providers reported experiencing difficulties in recovering debts owed by tenants.

4.3 Analysis and conclusions

The FDV reforms do not appear to have had much impact on the lessor's right to recover debts owed by tenants. This may be because the rental market is tight and when tenants leave due to FDV the lessor can find a new tenant quickly and with minimal cost. In future when the rental market is more balanced, lessors may have more difficulty with debt recovery, particularly if the premises is left untenanted or needs to be re-leased at a lower rent.

4.4 Recommendation

11. The impact of the FDV reforms on lessors' rights to recover debts be reviewed when the rental market returns to a more balanced state.

5. MATTER 2: LESSORS' INSURANCE POLICIES

5.1 Potential concerns

At the time these reforms progressed, there was some uncertainty as to how the FDV reforms would be captured by lessors' insurance policies. There were concerns that lessors may be unable to recover their losses particularly if insurance policies excluded FDV-related situations.²⁰

5.2 Feedback

Survey

Survey responses demonstrated that respondents have observed minimal impact of the FDV reforms on lessors' insurance policies. Of the 63 lessors who responded to the survey question asking if they had made an insurance claim on their rental property due to FDV, 90 per cent indicated they had not.

Chart 4 – Lessors – have you made an insurance claim on your rental property because of a FDV situation?

Option	Total	Percent
Yes	6	9.52%
No	57	90.48%

However, in subsequent questions about these insurance claims, more lessors indicated that they have made a claim:

- In a question about difficulty making an insurance claim, 10 lessors indicated that they had made a claim and 54 selected "not applicable". Of those 10 lessors, six indicated that they had difficulties making an insurance claim because the circumstances involved FDV.

²⁰ See Legislative Council Standing Committee on Legislation Committee Report No.38, paras 7.32 – 7.35 pp 13-14.

- In a question about whether insurance premiums have increased because of an FDV claim, 13 lessors responded “yes” or “no” rather than selecting “not applicable”. Six lessors indicated that their insurance premium had increased because of an FDV claim and seven indicated that it had not.

The lessors who had difficulties with their insurance claim submitted the following issues:

- making claims on the insurance policy resulted in an increased premium in subsequent years;
- damage conducted across multiple occasions required multiple insurance applications and multiple payments of the excess which was time consuming and costly;
- the process of making a claim takes a long time and in the meantime the lessor is left out of pocket; and
- the cost of the excess can be significant.

Written submissions

The following questions in relation to this issue were posed in the consultation paper:

- 2. Have lessor insurance policies and premiums changed as a result of the FDV reforms implemented in 2019? Please provide details of any changes.**

Rentwest submitted that there has been a significant reduction in the amount of cover provided for FDV-related terminations compared to terminations for other reasons, such as non-payment of rent. For example, it submitted that most insurers will cover 15 – 20 weeks’ lost rent if a tenancy is terminated for non-payment of rent or another breach. However, if the tenancy is terminated due to FDV, insurers will only cover six to 12 weeks’ lost rent. Rentwest also pointed out that many lessor insurance policies do not cover FDV terminations at all.

The Insurance Council of Australia (ICA) is the representative body of the general insurance industry in Australia and represents approximately 89 per cent of private sector general insurers. It submitted that many of the lessors' insurance policies now include a Family Violence Policy outlining how the insurance providers may support survivors of family violence. The Insurance Council recommended that queries about changes in insurance premiums and policies should be put to individual insurance providers.

Key stakeholders had little to add on this issue. Circle Green submitted that it does not have the appropriate expertise or evidence to comment on lessor insurance issues. REIWA was not aware of any specific changes to insurance policies as a result of the FDV reforms. Shelter WA submitted that none of the housing providers it contacted reported changes in lessor insurance policies and premiums as a result of the FDV reforms.

3. Have lessors experienced increased difficulty in making claims on their insurance policies that directly relate to the FDV tenancy laws?

Please describe the difficulty and explain how it relates to the FDV tenancy laws.

One private lessor reported difficulty making claims on insurance in relation to FDV-related issues. The lessor submitted that she was left out of pocket for an extended period of time due to the time taken to process claims.

A property manager submitted that insurance companies are increasingly requesting further documents to substantiate FDV-related claims, such as police reports. This submission was echoed by a private lessor who stated that making a claim on their insurance for FDV-related damage was a lengthy process requiring a police report which was difficult to obtain because the lessor did not witness the damage being done. This situation was made more difficult because the victim-survivor tenant was reluctant to communicate with the lessor after providing notice.

Rentwest submitted that damage resulting from FDV is covered in lessors' insurance policies, but the claim is often refused or issues arise due to the insurance assessor not understanding the tenant's ability to terminate due to FDV.

REIWA submitted that lessor insurance does not cover loss of rent where a lease is legally terminated and that this means the reforms have resulted in reduced coverage for rental property owners in FDV-related circumstances. While REIWA did not propose any amendments at this stage, it emphasised that rental property owners have conceded legal ground as a result of these reforms.

The ICA submitted that it is not aware of any particular difficulties in processing FDV-related claims. However, the ICA recommended that lessors and real estate agents draw the insurance provider's attention to situations of family violence when making the relevant claims. It also cited natural disasters, such as flooding and storms, as a cause for a high volume of claims which may result in reduced responsiveness to customers.

Circle Green did not provide a comment in relation to this question. Shelter WA stated that none of the housing providers it contacted reported difficulties in making claims on insurance policies directly relating to FDV tenancy laws, though noted that this situation had not yet been tested.

Communities submitted that the Housing Authority is self-insured and losses arising from FDV-related debts cannot be claimed and are a cost to the Housing Authority/Communities budget.

5.3 Analysis and conclusions

The FDV reforms do not appear to have had a significant impact on lessors' insurance policies. However, very few lessors reported making a claim on their insurance due to FDV. This may be because the rental market is tight and when tenants leave due to FDV the lessor can find a new tenant quickly with minimal lost rent. In the future, when the rental market is more balanced, lessors may have more difficulty with debt recovery, particularly where the premises is left untenanted or needs to be re-leased at a lower rent. This may result in more significant impacts on lessors' insurance policies.

An issue that has arisen is that some insurance companies are requesting police reports to substantiate FDV-related claims. These are often difficult to obtain because the victim-survivor tenant is reluctant to report the FDV to police. More work may need to be done with the ICA to ensure that different types of evidence are also accepted to demonstrate FDV.

5.4 Recommendation

2. *The impact of the FDV reforms on lessors' insurance policies be reviewed when the rental market returns to a more balanced state.*

6. MATTER 3: THE EFFECT OF THE DIVISION ON CONTRACTUAL CERTAINTY

6.1 Potential concerns

When the reforms progressed, concerns were raised that allowing tenants to unilaterally terminate an agreement without a court order would increase contractual uncertainty for lessors, particularly because their contractual rights would be impacted retrospectively.²¹

6.2 Feedback

Survey

Survey results did not demonstrate that the FDV reforms have had much impact on lessors' contractual certainty. The majority (80 per cent) of the 64 lessors responding to the survey indicated that they have not had any tenants end a lease early due to FDV. A further three per cent were unsure.

However, the majority (71 per cent) of the 106 responding property managers/agents indicated that they have had tenants end a lease early due to FDV. This higher proportion may be attributed to the higher number of tenants that most property managers/agents engage with (75 per cent of property managers/agents declared that their organisation manages more than 100 properties, whereas most lessors own one to two rental properties).

Written submissions

The following question in relation to this issue was posed in the consultation paper:

4. **Are you aware of any adverse impact that the FDV reforms have had on certainty in tenancy agreements?**

Please describe the nature of any impacts with examples.

Submissions indicated that contractual certainty is not a particular issue for stakeholders. There were very few responses to this question – of the 18 written submissions, only three respondents provided a substantive comment. Most of these comments were about the FDV reforms generally, not about contractual certainty.

²¹ Legislative Council Standing Committee on Legislation Committee Report No.38, para. 7.132, p.32.
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Key stakeholders did not have anything further to add in relation to this issue:

- REIWA stated that its consultation with property managers did not reveal any specific feedback with respect to contractual certainty.
- Shelter WA submitted that no respondent housing providers were aware of any adverse impacts that the FDV reforms have had on certainty in tenancy agreements.
- Circle Green advised there is no evidence to suggest the reforms have had any impact in relation to contractual certainty.
- Communities submitted that the FDV provisions have not impacted its contractual certainty because Communities has policies in place that mirror the reforms.

6.3 Analysis and conclusions

The FDV reforms do not appear to have impacted contractual certainty. This may be because the rental market is tight and tenants are hesitant to use the FDV provisions because they may not be able to find another rental property.²² In the future, when the rental market is more balanced, tenants may feel more prepared to leave the rental property which may increase contractual uncertainty.

6.4 Recommendation

3. The impact of the FDV reforms on contractual certainty be reviewed when the rental market returns to a more balanced state.

²² Survey responses indicate that 83 per cent of the tenants who wanted to leave a tenancy but did not do so, did not move because they had nowhere to go.

7. MATTER 4: IMPACT ON CONTRACTUAL OBLIGATIONS OF CO-TENANTS AND LESSORS

7.1 The legislation

Where the victim-survivor tenant terminates their interest in the lease due to FDV, their co-tenants are given the option of also terminating their interest in the tenancy at that time. Alternatively, the co-tenants can choose to continue with the tenancy.

This provision places the following obligations on co-tenants and lessors:

- The lessor is required to give co-tenants a copy of the termination notice received from the victim-survivor tenant within seven days of receiving the notice.
- The lessor has the right to enter the premises for the purpose of inspecting the premises and assessing damage upon receipt of a notice of termination of a tenancy agreement on the grounds of FDV. In this instance, the right to enter will be within seven days of receipt of the notice and the lessor needs to give three days' notice to any remaining co-tenants.
- Co-tenants must advise the lessor within seven days of receiving the termination notice if they wish to terminate their interest in the tenancy.
- If the co-tenant gives the lessor a termination notice, the termination date cannot be sooner than 21 days away.

The lessor also has the right to enter the premises for the purpose of inspecting the premises and assessing damage upon receipt of a court application to have a perpetrator's name removed from the tenancy agreement. In this instance the right to enter will be within 10 days of the court hearing date and the lessor needs to give the victim-survivor three days' notice of entry.

7.2 Policy intent

The policy intent of these reforms was as follows.

First, to give co-tenants (including the perpetrator) the option of terminating their interest in the tenancy agreement where a victim-survivor tenant has terminated. This means that co-tenants are not "forced" to take on the victim-survivor's responsibilities under the lease (including paying rent) once they move out. It was acknowledged that these changes could impact lessors as there would be no right to compensation for early termination.

Second, lessors are given permission to enter the premises for the purposes of inspecting and assessing damage where there is going to be change in the tenants listed on the tenancy agreement to allow lessors to maintain oversight and control of their asset.

7.3 Potential concerns with the reforms

When the reforms progressed, concerns were raised about whether the reforms would impose unfair obligations on lessors and non-perpetrator co-tenants.²³ For example, imposing a new statutory obligation on lessors in relation to the giving of notices to other co-tenants could be considered unfair, particularly if the co-tenant chose to terminate the tenancy. Subsequently, stakeholders have raised concerns with the timeframes imposed on lessors to give notice and inspect the premises.

7.4 Feedback

Survey

While there were no survey questions specifically addressing the contractual obligations on lessors and co-tenants, generally the survey responses demonstrated that the FDV laws had not significantly impacted lessors or tenants.

Of the 48 lessors who responded to the question about how the FDV reforms had impacted them, 52 per cent selected “minimal impact”. Additionally, 80 per cent of lessors reported not having had any tenants end a tenancy early due to FDV.

In the questions about terminating leases, the survey did not distinguish between victim-survivor tenants and co-tenants. This means that it is unclear how many of the 32 per cent of tenants who left a tenancy due to FDV did so as co-tenants.

Written submissions

The following questions in relation to this issue were posed in the consultation paper:

- 5. Are you aware of any negative effects on tenants other than the perpetrator or victim-survivor in terms of their tenancy agreement?**
- If yes, please provide examples and information about how these co-tenants have been affected.**

²³ Legislative Council Standing Committee on Legislation Committee Report No.38, para 7.132 p 32; paras 7.144-7.145 p.35.

There were very few submissions made in response to this question, with most respondents indicating that they were unaware of the FDV reforms causing issues to tenants other than the perpetrator or the victim-survivor.

Rentwest submitted that allowing FDV victim-survivors to terminate their part of the tenancy is unfair to co-tenants because it places the co-tenant in a position of being unable to afford the rent.

One property manager submitted that future tenants of a premises where there has been FDV tend to have issues with the perpetrator coming back to the premises trying to find the victim-survivor.

REIWA submitted that in the experience of its property managers, where FDV-related situations arise the lease usually comprises the victim-survivor and the perpetrator, and very rarely includes any other co-tenants.

The Fremantle Community Legal Centre, Circle Green and Shelter WA all submitted that they are not aware of any particular effects on co-tenants other than the perpetrator or victim-survivor.

6. Have the FDV tenancy laws created unreasonable obligations for lessors under tenancy agreements?

If yes, please provide examples and information about how lessor obligations have been impacted.

A number of respondents expressed the view that the FDV tenancy laws have created unreasonable obligations for lessors. Rentwest submitted that it is unreasonable to require an owner to continue a tenancy when one tenant chooses to vacate due to FDV because the rental application is accepted based on the ability of all co-tenants being able to pay and care for the home. This concern was echoed by REIWA which raised concerns about the remaining co-tenant's ability to pay an increased share of the rent. Rentwest also stated that the lessor may have difficulty recovering additional bond from the remaining co-tenant/s if the lessor has to refund part of the bond to the departing tenant.

REIWA submitted that the reforms impose unworkable timeframes on lessors to give notice and inspect the premises where a victim-survivor tenant has terminated their interest in the tenancy, particularly in instances where the tenant does not accept electronic service. REIWA submitted that this issue is further exacerbated where co-tenants deny access for lessors to inspect the property, which often occurs.

REIWA further submitted that the requirement for a property inspection to be undertaken within seven days is dangerous because the perpetrator is often agitated and the majority of property managers are women. This concern was echoed by Shelter WA, who submitted that one housing provider raised safety concerns about completing a property condition report with the perpetrator unsettled and aggressive.

Communities submitted that there may be difficulty in adhering to the service timeframes where co-tenants cannot be located during the notice period.

Circle Green submitted that it has no evidence to suggest that the laws have created unreasonable obligations for lessors.

7.5 Analysis and conclusions

Consumer Protection acknowledges the timeframe issues articulated by REIWA, particularly given postal delays where tenants do not accept electronic service. It is accepted that the relevant provisions warrant review.

Consumer Protection is aware of the safety risk to lessors/property managers of attending a rental premises to conduct an inspection where the tenant may be violent or abusive. Potential solutions to this serious issue are being developed by Consumer Protection for implementation alongside other RT Act review reforms.

The concerns about the remaining co-tenant being unable to pay an increased share of the rent are noted. However, given that the lessor retains the ability to terminate the tenancy later if the co-tenant cannot meet rental payments, additional reforms on this issue are not proposed. Remaining tenants also retain the option of seeking another co-tenant to share the rental costs.

7.6 Recommendation

4. *That consideration be given to increasing the notice period within which lessors must inspect the premises where a victim-survivor tenant has terminated their interest in the tenancy. The time period should better accommodate the time required where the lessor gives notice by post.*

5. *That consideration be given to how lessors/property managers inspecting rental premises can be protected where there is a risk of assault or abuse.*

8. MATTER 5: THE ABILITY OF VICTIM-SURVIVORS TO TERMINATE THE TENANCY WITHOUT PENALTY

8.1 Potential concerns

Concerns have been raised that victim-survivors cannot apply to the court/SAT to have the tenancy debts apportioned to the perpetrator if they did not terminate the tenancy agreement during the tenancy due to FDV.

This is particularly a problem when the lessor seeks compensation for debts at the end of the tenancy because by then it is too late for the tenant to indicate that FDV was the reason the tenancy was terminated. This may mean that a victim-survivor is left with debts caused by the perpetrator, such as damage to the premises and unpaid rent.

A further issue that has been raised is where the victim-survivor tenant advises the property manager or lessor that they are leaving the property due to FDV, but is not advised by the property manager or lessor of the option of terminating their interest in the lease by issuing a FDV termination notice during the tenancy. As a result, once the tenancy ends, the tenant is no longer able to access the protections offered by the FDV provisions and is therefore likely to be liable for debts under the tenancy.

Case studies relevant to this issue were included in Appendix 2 to the consultation paper.

8.2 Feedback

Survey

Most (80 per cent) of the 26 responding tenants were aware of the FDV reforms. However, awareness of the reforms among private lessors (64 per cent) was much lower than among property managers/agents (94 per cent). These results indicate that more work can be done to educate tenants and private lessors about the reforms.

Some tenants also reported that while lessors and agents are aware of the FDV termination provisions, they are hesitant to mention them to tenants due to concerns that tenants may exercise the provisions which will cause lessors to lose rent.

Of the 106 property managers/agents responding to the survey, 73 per cent stated that they had advised a tenant experiencing FDV about the FDV tenancy laws.

The following question in relation to this issue was posed in the consultation paper:

- 7. Are you aware of situations where a tenant subject to family violence was unaware of the need to issue a notice of termination to the lessor/property manager during the tenancy in order to avoid being liable for debts and damage to the property?**
- Please describe the situation and what occurred.**

Most tenant advocate bodies submitted that they were aware of circumstances in which a tenant experiencing FDV was unaware of their option to terminate their interest in the agreement on the grounds of FDV during the tenancy and was held liable for debts and damage as a result. Some stakeholders, such as Circle Green and FCLC provided case studies in which this situation had occurred.

WRAS submitted that the most common problem for people seeking FDV tenancy advice relates to tenants being unaware of the need to issue a notice of termination on the grounds of FDV.

In the social housing space, housing providers who provided submissions to Shelter WA had not encountered situations where a tenant was unaware of the need to issue a notice of termination during the tenancy to avoid being liable for debts. One housing provider highlighted that this information was provided to tenants at sign-up and again if the housing provider was made aware of a potential FDV-related situation.

REIWA submitted that while there were instances in which a victim-survivor was unaware of their rights relating to FDV, it was far more common that a victim-survivor would be aware of their rights but unaware of the correct process. For example, some would provide the termination form without understanding the need to also provide the evidence form.

REIWA also suggested that the evidence required to terminate a tenancy due to FDV should be reviewed to ensure that the provisions can only be used by genuine FDV victim-survivors, rather than by tenants attempting to use the provisions to break their lease without consequence. It did not provide case studies to support this view.

Communities submitted that it has anecdotal reports to suggest that the need to issue a FDV termination notice is not widely understood within the broader Aboriginal community and other vulnerable cohorts such as people with disabilities and young people.

The following question in relation to this issue was posed in the consultation paper:

8.

Do you support [the following] suggested solutions?

Please explain why or why not.

Suggested solution:

That the legislation be amended to allow victim-survivors of family violence to access relief from liability for debts both during the tenancy (as is currently the case), or after the tenancy has ended.

It has been suggested that this should apply:

- ***provided that there is evidence available to show that family violence occurred during the tenancy; and***
- ***whether or not the perpetrator is listed on the tenancy agreement.***

In addition, it has been suggested that the legislation be amended to impose a positive obligation on property managers/lessors to inform tenants who have been impacted by family violence of their rights.

It is unsurprising that the solutions suggested in the consultation paper were supported by tenants and tenancy advocate bodies and resisted by property industry bodies and lessors.

Circle Green supported the suggestions and also provided case studies about property managers failing to advise tenants who have disclosed family violence of available options under the FDV provisions.

KCLS supported the suggested solutions and submitted that the positive disclosure requirement would assist many victim-survivors in accessing the protections of the reforms. It recommended that information regarding the FDV protections should be provided to victim-survivors early and at the time of key events. For example, information sheets could be provided with new leases, when serving Family Violence Restraining Orders (FVRO) or making police reports. The reforms were also supported by the FCLC that provided information about a situation in which a victim-survivor tenant only became aware of the FDV reforms after she had vacated.

WRAS supported imposing a positive disclosure obligation on property managers and lessors and submitted that this obligation should be supported by training and education.

Rentwest did not support the suggested solutions. In particular, it submitted that:

- a property manager or owner should not be held responsible for identifying a situation involving FDV because they are not counsellors or social workers and cannot be expected to diagnose a delicate situation like FDV; and
- the property owner should not be burdened with debts due to FDV, and it should be noted that most owners are “mum and dad investors” with only one investment property.

REIWA strongly disagreed with both suggestions for the following reasons:

- the FDV reforms saw lessors give up substantial rights to victim-survivor tenants and the evidentiary requirements on victim-survivors are already lenient;
- the proposal to exclude liability after the tenancy is overreach by regulators that unfairly reduces the rights of a lessor. If the victim-survivor has evidence, it is open for them to produce that evidence in a civil action against the perpetrator; and
- imposing a positive obligation for property managers/lessors to disclose FDV rights to tenants is unfair because such obligations should be put on support persons for victim-survivors (including community legal representatives) who are trained in FDV situations.

Communities supports the suggestions in-principle. It recommended that further consideration be given to what “evidence” would encompass, given the difficulties that may be experienced by victim-survivors in establishing evidence retrospectively.

8.3 Analysis and Conclusions

Suggestion to allow tenants to access relief from liability for debts during the tenancy or after the tenancy has ended.

As indicated above, tenant advocates strongly supported this suggestion, citing instances in which tenants were unaware of their need to issue a termination notice during the tenancy. However, the property industry cautioned that implementing this suggestion would increase the risk to the lessor who may be burdened with unpaid debts at the end of the tenancy.

On balance, it may be preferable to introduce a mechanism for victim-survivor tenants to apply to the court/SAT to have debts apportioned after the tenancy has ended. This would grant victim-survivors relief from debts that accrued due to FDV whilst requiring that the application is reviewed by the court/SAT ensures that it is objectively tested.

Suggestion regarding a positive disclosure obligation on lessors/property managers

The comments made urging caution in imposing positive disclosure obligations on lessors/property managers are noted. However, the onus on lessors/property managers could be mitigated if Consumer Protection produces a plain English information sheet that could be included in the information provided to tenants at the beginning of the tenancy, as well as at other possibly significant times, such as when serving FVROs or making police reports. The information sheet would include clear instruction about the FDV tenancy laws and how to use them. This may assist tenants’ knowledge of the reforms, without requiring that lessors or property managers to otherwise engage in a difficult situation.

8.4 Recommendation

6. *That consideration be given to allowing a tenant to apply to the court to have debts apportioned after the tenancy is terminated on the ground that the tenant was exposed to FDV during the tenancy.*

7. That Consumer Protection develop a plain English information sheet to increase tenants' awareness of their rights under the FDV provisions.

8. That consideration be given to requiring property managers to give tenants a copy of the information sheet referred to in Recommendation 7.

9. MATTER 6: VICTIM-SURVIVOR LIABILITY FOR DEBTS CAUSED BY THE NON-TENANT PERPETRATOR

9.1 The legislation

Tenants are vicariously liable for the cost of repairing damage caused by a person who was given permission or has authority to be at the premises. Where the damage is caused by someone not lawfully at the premises (for example, a burglar or another person who did not have permission or authority to be at the premises) the tenant is not vicariously liable and the lessor bears the cost of the damage. The lessor or their insurer may seek recovery of the debt from the third party who caused the damage.

9.2 Potential concerns

Questions have been raised about whether it is fair to make the victim-survivor tenant liable for the cost of repairing damage caused by the perpetrator where the perpetrator had temporary permission to attend the premises for a specific purpose, such as to collect belongings.

It is also understood that some lessors, including social housing providers, may seek to make the tenant liable for the cost of repairing damage caused by the perpetrator, even where the perpetrator did not have permission to be at the premises. It appears that victim-survivors often accept liability for these costs as they are unaware that they may not be liable, are embarrassed about the damage or wish to avoid a dispute with the lessor.

The following case study highlights some of the difficulties faced by victim-survivors under the current tenancy provisions:

Case study 3: Liability for debt owed to social housing provider

Ashleigh's story²⁴

Ashleigh (not her real name) was referred to Circle Green for assistance with a debt to her social housing provider. Ashleigh had been attacked at her social housing property by her ex-partner, who was not a party to the tenancy agreement and was at the property without her consent. The housing provider had charged Ashleigh with cleaning expenses and damage caused directly because of the attack, and Ashleigh

²⁴ This case study was provided by Circle Green.
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was in the process of trying to repay this debt when she was referred to Circle Green.

Ashleigh had attempted to appeal the debt herself, but had been unsuccessful, with the housing provider advising that Ashleigh could apply to the Magistrates Court for an order to assign liability to the perpetrator, and that their policy states that they will not charge for damage caused by a perpetrator of FDV only where this has been determined by the Magistrates Court.

Circle Green advocated on Ashleigh's behalf and advised the housing provider of the limitations, and after some negotiation, the housing provider removed this debt from Ashleigh's account.

Circle Green noted that Ashleigh's story highlights the inherent issues in the limitations of the current FDV provisions of the RTA, and the way that this disproportionately impacts social housing tenants, particularly in relation to eligibility. It also highlights the need for greater transparency for public and community housing decision making, to ensure it is in line with provisions of the legislation, as well as the need for greater internal training on the operation of these provisions for workers within these housing providers.

9.3 Feedback

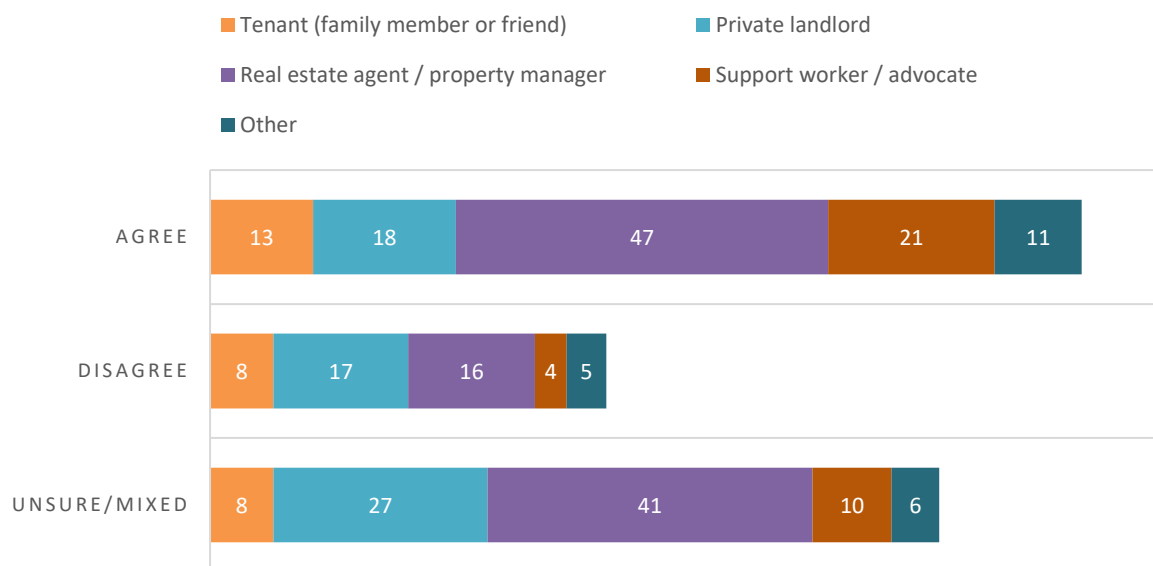
Survey

The survey asked respondents whether the FDV reforms are working to prevent victim-survivor tenants from being liable for debts caused by the perpetrator.

Responses to this question were mixed. Of the 252 respondents, 44 per cent agreed the FDV reforms are working and 56 per cent of respondents either disagreed with the question, or were unsure/mixed.

There was no strong correlation between stakeholder group and response to this question.

Chart 5 – Are the FDV provisions working to make it easier for victim-survivors to not be held liable for debts caused by the perpetrator in relation to the tenancy? – number of respondents by type.



Written submissions

The following question in relation to this issue was posed in the consultation paper:

- 9. Are you aware of situations where a victim of FDV has paid for damage caused by the perpetrator who was at the property without permission?
If so, please describe what happened.**

Most tenant advocate groups submitted that they were aware of multiple situations in which FDV victim-survivors have paid for damage caused by the perpetrator who was either at the property without permission, or had been granted temporary permission to attend the property.

The KCLS submitted the legislative requirement that a tenant may only assign liability for damage to a perpetrator where that perpetrator is either listed on the lease or is at the premises without permission is “among the biggest barriers to the success of the reforms in the Kimberley”. The KCLS stated that a combination of socio-economic factors in the Kimberley mean that it is common for either the victim-survivor or the perpetrator to not be listed on the lease when a victim-survivor seeks assistance. Within the Kimberley region, it is common for large or extended family groups to live at (or between) overcrowded houses.

Circle Green advised it is aware of many occasions where a victim-survivor of family violence has paid for damage caused by the perpetrator who was at the property without permission. In private rentals, this means the victim-survivor has to cover the debt out-of-pocket or lose their rental bond. In social housing, this results in tenants being prevented from accessing housing assistance unless they repay these debts or seek assistance to appeal these debts.

WRAS submitted it regularly sees social housing tenants with large tenant liability debts, which can be attributed to damage caused in the context of FDV. Shelter WA submitted that most of the respondent housing providers were aware of situations where an FDV victim-survivor had paid for damage caused by a perpetrator at the property without permission.

Communities acknowledged that there may be instances where victim-survivor tenants have been liable for property damage due to FDV. This may be because the victim-survivor did not disclose the FDV or the circumstances of the damage, or report the damage to the police.

REIWA submitted that, while it is aware of instances where victim-survivors have paid for damage caused by a perpetrator who was at the property without permission, instances are rare.

10. Do you support [the following] suggested solution?

Please explain why or why not.

That the legislation be amended to:

- ***clarify that victims and survivors of family violence are not liable for damage caused by the perpetrator in situations where the perpetrator is not listed on the lease and is unlawfully at the premises; and***
- ***allow victims and survivors of family violence to avoid liability in situations where the perpetrator is not listed on the lease and is lawfully at the premises (for example, with the victim-survivor's permission, collecting belongings).***

The suggested solution was supported by tenant advocates including Circle Green, FCLC and the KCLS but strongly opposed by property industry groups. The suggestion was also supported by the majority of the housing providers consulted by Shelter WA. Property industry groups expressed the view that owners should not be responsible for paying for damage caused by perpetrators. Some stakeholders, such as Rentwest and REIWA, suggested that the government should bear the cost of damage caused by FDV. REIWA submitted that the interest credited to the Rental Accommodation Account²⁵ should be applied to cover victim-survivor liabilities.

Circle Green suggested that the FDV provisions should:

- include a specific exemption to vicarious liability where the breach occurred in circumstances of FDV; and
- include the types of evidence a person can provide to demonstrate the breach occurred in circumstances of FDV.

Circle Green provided background and case studies to support this suggestion.

Other tenant advocates made the following points:

- for victim-survivors of FDV, vicarious liability for debts arising from FDV can be exceptionally unfair and result in further disadvantage in terms of financial independence and accessibility of safe housing options; and
- the current FDV provisions do not clearly state that victim-survivors are not liable for damage caused by a perpetrator in situations where a perpetrator is not listed on the lease and is unlawfully on the premises.

One housing provider pointed out that distinguishing FDV from other circumstances that result in property damage can be difficult, particularly if the tenant is involved in illicit activity like drugs. The provider suggested that it would be appropriate for tenants to report the damage to police, which is what is required in a non-FDV situation where a third party causes damage.

²⁵ This is the account that rental bonds are paid into. Interest from this account is used to fund certain tenancy-related services.

Rentwest raised concerns that if the suggested solution is implemented, insurance companies may adjust their policies to exclude lessors' ability to claim in these circumstances.

REIWA submitted an unintended consequence of implementing this suggestion may be that owners are discouraged from accepting future rental applications from victim-survivors, as the risk in doing so will be considered too great. REIWA submitted that instead, consideration should be given to granting owners the right to terminate the lease where the perpetrator has demonstrated aggressive behaviour towards the lessor/property manager, despite the perpetrator wishing to remain in the property.

Communities supported the suggestions in-principle because they are consistent with principles of perpetrator accountability. It submitted that it is particularly important to protect victim-survivors from potential liability where they have child-sharing arrangements with the perpetrator because the perpetrator may regularly attend the property for family activities.

9.4 Analysis and Conclusions

Apportioning liability for the debts of a non-tenant perpetrator is a difficult issue. The survey results demonstrate mixed views regarding whether current tenancy laws are working to prevent victim-survivor tenants from being liable for debts caused by the perpetrator.

Many tenant advocate groups raised concerns that victim-survivor tenants are being saddled with debts arising from the perpetrator's damage whether the perpetrator was at the property with their permission or not. This indicates that there are issues with how the current law is being applied, as well as an opportunity to expand its operation to capture circumstances where the perpetrator is given temporary permission to be at the premises.

Lessors, property managers and their representatives are understandably concerned that expanding tenant protections in this area will result in increased costs which they do not think they should have to bear.

Where the perpetrator is at the premises without consent

While there is a lack of consensus on this issue, it seems clear that the existing law, that the tenant is not vicariously liable for damage caused by someone at the property without permission, is currently misunderstood or misapplied. It is therefore recommended that this be clarified in the legislation.

Where the perpetrator is temporarily at the premises with consent

It is also clear that there are circumstances in which the perpetrator will be granted permission to attend the premises temporarily, such to facilitate child-sharing arrangements.

The purpose of the FDV reforms includes reducing the financial burden of FDV on victim-survivor tenants. Making victim-survivor tenants liable for damage caused by the perpetrator is contrary to this purpose.

It is therefore proposed that the legislation be amended to allow FDV victim-survivors to avoid liability where the perpetrator causes damage, is not listed on the lease and is given temporary permission to be at the premises. To provide a safeguard to lessors, it is proposed that victim-survivor tenants be required to provide evidence to substantiate their claim of FDV-related damage. Given the difficulties experienced by victim-survivors in seeking police reports, consideration will be given to expanding the types of evidence that are accepted.

Although under this proposal lessors will take on increased liability, they retain the option of pursuing the cost of damage through a civil court action against the perpetrator or recovering from their insurance.

Cultural circumstances

The submissions indicated that the current tenancy laws around apportioning debts for damage to premises in circumstances of FDV particularly disadvantages victim-survivor tenants living in overcrowded or unstable housing. This is because the perpetrator may not be on the lease, or may be staying between premises with or without the victim-survivor tenant's permission. This situation is exacerbated in some Aboriginal communities where different family groups share housing. This is a complex issue that requires further consideration and consultation. It is therefore proposed that further consideration be given to how legislation governing liability for damage impacts victim-survivor tenants in regional and remote areas, particularly where Indigenous cultural norms and lack of housing complicate tenancy arrangements.

9.5 Recommendation

9. The legislation be amended to clarify that victim-survivors of family violence are not liable for damage caused by the perpetrator in situations where the perpetrator is not listed on the lease and is unlawfully at the premises (i.e. at the property without permission or authority).

10. The legislation be amended to allow FDV victim-survivors to avoid liability where the perpetrator causes damage, is not listed on the lease and is lawfully at the premises temporarily (i.e. granted permission to be at the premises). To provide a safeguard to lessors, it is proposed that victim-survivor tenants be required to provide evidence to substantiate their claim of FDV-related damage.

11. Further consideration be given to how legislation governing liability for damage impacts victim-survivor tenants in regional and remote areas, particularly where Indigenous cultural norms and lack of housing complicate tenancy arrangements.

10. MATTER 7: VICTIM-SURVIVORS BEING RECOGNISED AS TENANTS

10.1 The legislation

Section 59C of the RT Act²⁶ allows a person who is not named on the residential tenancy agreement, but who is occupying the rental property, to apply to the court to be recognised as a tenant under the agreement. The court can order that the tenancy be continued on such terms and conditions as it thinks appropriate having regard to the circumstances of the case.

10.2 Potential concerns

Concerns have been raised about the difficulties faced by FDV victim-survivors who are not listed on the tenancy agreement but want to be recognised as tenants to avoid becoming homeless.

Although a FDV victim-survivor may apply to the court to be recognised as a tenant, the process is perceived as complex and, to be successful, generally requires assistance from a lawyer to prepare court documents. In addition, there are no specific criteria for the court to consider and a lack of clarity around the kind of evidence required or how the evidence should be presented.

A further concern is that if the FDV victim-survivor applies to the court to be recognised as a tenant, there is a risk that the lessor may take steps to evict them before the application is heard by the court.

Case studies relevant to this issue were provided in the consultation paper.

10.3 Feedback

Survey

As survey questions focused on the FDV reforms and not the other RT Act provisions, no survey questions directly addressed this issue. In addition, none of the tenants who responded to the survey mentioned the need to use provisions such as section 59C to be recognised as a tenant.

²⁶ Section 63C of the RP Act gives a similar right, but the application must be made to the State Administrative Tribunal.

The following question in relation to this issue was posed in the consultation paper:

11. Are you aware of situations where a tenant subject to family violence has been unable to remain at the property due to not being listed as a tenant on the tenancy agreement? Please describe the situation and the outcome?

Tenant advocates submitted that they were aware of situations in which FDV victim-survivors were not named on the tenancy agreement and had difficulties staying at the rental property. Their submissions reflected the following themes:

- the court processes involved in being recognised as a tenant are difficult and stressful, particularly for victim-survivors, who are already experiencing high stress;
- there needs to be more harmony between the FDV provisions and section 59C; and
- to improve clarity, consideration should be given to include the criteria in section 59C that the court must consider.

Circle Green also submitted the following issues with section 59C:

- if a person informally living at the premises applies to the court to be recognised as a tenant, there is a risk that the lessor may evict the person while they are waiting for the application to be heard by the court; and
- operational issues it has experienced with the Housing Authority.²⁷

REIWA submitted that its consultation did not reveal a single instance in which a victim-survivor who was not listed on the lease wanted to be recognised as a tenant to avoid becoming homeless.

12. Do you support [the following] suggested solution?
Please explain why or why not.

²⁷ These matters have been referred directly to the Housing Authority for its consideration.
Final report: Review of family and domestic violence provisions

That the legislation be amended to provide a simpler and more accessible mechanism for a victim-survivor of family violence, who is not named on a tenancy agreement but is an occupant of a residential premises, to be recognised as a tenant. It has been suggested this could be achieved by amending the legislation to ensure that section 59C can operate in conjunction with the family and domestic violence provisions.

Tenant advocates generally supported the suggested solution, as did the WA Police.

In addition to supporting the suggested solution, Circle Green recommended that:

- there be a link between sections 59C and 71AE so there is a clear and consistent process for a person to remove a perpetrator from a tenancy agreement and be recognised as a tenant themselves; and
- the legislation include a list of considerations that the court must regard when making a determination under section 59C, which could be mirrored from the list of considerations under section 71AE(4).

The AFLS submitted that the legislation should expressly provide that an occupant may apply to a court to be recognised as a tenant in circumstances where the existing tenant is prohibited from residing in the premises under a FVRO. This would then allow the newly named tenant to apply to terminate the existing agreement and seek a new agreement in their name alone.

While broadly supporting the suggestions, the KCLS submitted that more detail and consultation is required to design an appropriate mechanism to make the process less onerous for victim-survivors while balancing the interests of other parties. The KCLS recommended that DMIRS consult with FDV lawyers and service providers to design a mechanism that would allow victim-survivors to be recognised on a tenancy agreement with an emphasis on accessibility to victim-survivors.

Submissions from private lessors and property managers/agents reflected a view that everyone living at the property should be on the tenancy agreement. This is because if a debt is incurred, the lessor needs to know from whom to pursue the debt.

REIWA submitted that it had received significant concerns about the suggested reforms for the following reasons:

- the parties' consent is an essential element of a contract and the proposal may give rights to parties who have not negotiated with the property owner, nor agreed to the terms and conditions of the rental agreement;
- it is the Government's responsibility to provide for social housing – not private lessors; and
- it is foreseeable that where an individual is added to a lease, they may later terminate that lease at short notice under the FDV provisions. In this situation, an owner who has not been given the opportunity to assess the new tenant's application, suddenly has a new tenant that terminates their lease agreement.

Communities supported the suggestions in-principle. It submitted that the suggested solution should address situations where perpetrators will not allow victim-survivors to be named on tenancy arrangements as a means of coercive control or due to cultural/familial or other factors.

10.4 Analysis and conclusions

It is acknowledged that this reform will reduce the lessor's ability to control their rental premises because a FDV victim-survivor may become a tenant without the lessor being given the opportunity to assess their rental application. It is also acknowledged that there is a risk that the new tenant may terminate their interest in the lease early due to FDV. However, under section 59C a person may already become a tenant without being vetted by the lessor and the risk that a tenancy may be terminated early due to FDV exists for all tenancies.

Given the widespread support for the reform from tenant advocate groups and the submissions about the difficulties experienced with the current provisions, it is recommended that the legislation be amended so that section 59C can operate in conjunction with the FDV provisions. This recommendation is consistent with the aims of the FDV reforms because it helps empower victim-survivors to protect themselves from homelessness.

To address lessors' concerns, the following safeguards would apply:

- lessors would continue to be able to terminate the tenancy if the new tenant breaches the agreement; and
- the court would retain the ability to review victim-survivors' applications to be recognised as a tenant ensuring an objective assessment is applied in every case.

10.5 Recommendation

12. That consideration is given to linking RT Act section 59C and RP Act section 63C (Recognition of certain persons as tenants) to the FDV provisions so that victim-survivors who are not on the lease can more easily apply to the court to be recognised as a tenant.

11. OTHER MATTERS

11.1 Other matters raised by stakeholders during consultation

The consultation paper asked stakeholders to provide suggestions for improving the FDV tenancy laws. Below is a table summarising key recommendations and Consumer Protection's comment in relation to each one.

Category	Submission suggestion	Justification	Consumer Protection comment/ recommendation
Technical amendments	There should be a mechanism for lessors to contact FDV victim-survivors when leaving a tenancy so they can return belongings.	Currently, it is very difficult for a lessor to contact the FDV victim-survivor after the tenancy for the purpose of returning belongings.	<p>The RT Act already contains a mechanism for the lessor to dispose of the tenant's abandoned goods. It is proposed that this mechanism is followed in circumstances of FDV.</p> <p>Consideration may also be given to suggesting that terminating FDV victim-survivors provide the lessor with contact details of a trusted friend/relative in case contact is needed.</p>

Category	Submission suggestion	Justification	Consumer Protection comment/ recommendation
	The seven day notice period that the tenant must give to terminate their interest is too long. There should be no minimum notice period, as is the case in NSW.	The seven day notice period does not take into account the immediacy of action required for people experiencing FDV.	The minimum notice period does not reduce the efficacy of the provisions because tenants can terminate the tenancy and move out whenever they wish. However, this issue will be monitored through complaints and enquiries to Consumer Protection. If a systemic issue is evident, consideration will be given to reform.
Issues relating to Aboriginal people	DMIRS develop culturally appropriate and in-language (where possible) information about FDV tenancy provisions for Aboriginal community members, and ensure these resources are available and accessible to those in remote and isolated regions.	The geographical isolation of some FDV victim-survivors, combined with the cultural and linguistic diversity of some regions, make it difficult to ensure that all victim-survivors have access to relevant tenancy information and adequate support in navigating tenancy systems. Legal and financial literacy can vary highly within members of the population and this can complicate the victim-survivor's interaction with the legal system.	This issue will be addressed by recommendation seven – that Consumer Protection will continue its program to develop a plain English information sheet that can be provided to tenants to increase awareness of their rights. If necessary, a requirement for property managers to give this document to tenants at the beginning of the tenancy can also be imposed. This material will be promoted by Consumer Protection.
	That state agencies engage with relevant non-government organisations and Aboriginal Community Controlled Organisations to build greater awareness and support of the FDV provisions.		

Category	Submission suggestion	Justification	Consumer Protection comment/ recommendation
CALD issues	The legislation should be made available in more languages.	The legislation is currently only available in six languages which excludes smaller language groups.	That Consumer Protection consider translating the legislation it administers into additional languages as well as providing further information in plain English (recommendation seven).
Options to strengthen protections for lessors	The court should be permitted to examine whether the terminating tenant has been subject to FDV when terminating pursuant to 71AB. ²⁸	There are concerns that some tenants are using the FDV provisions to end their lease early without penalty and the additional scrutiny of the court may be beneficial.	The court is deliberately excluded from examining whether the tenant has been subject to FDV because section 71AC is intended to allow the lessor to seek an order from the court that a notice pursuant to section 71AC has been improperly given. It is not intended to allow the lessor to reopen the issues of the application. ²⁹
	The property manager must be able to prevent the perpetrator from attending inspections.	When a victim-survivor leaves, it is often the lessor/property manager who is left dealing with an angry or volatile perpetrator, which poses a safety risk to property managers who are mostly female.	The issue of whether, in some circumstances, a property manager/lessor should be able to attend the property for an inspection without the tenant present is currently being considered by Consumer Protection.

²⁸ This would involve repealing RT Act section 71AC(3)(b).

²⁹ See explanatory memorandum -

[https://www.parliament.wa.gov.au/Parliament/Bills.nsf/BF1E8AE999DC76104825828D000AD05C/\\$File/EM%2B67-1.pdf](https://www.parliament.wa.gov.au/Parliament/Bills.nsf/BF1E8AE999DC76104825828D000AD05C/$File/EM%2B67-1.pdf)

Category	Submission suggestion	Justification	Consumer Protection comment/ recommendation
	Tenants should have insurance to cover damage and loss of rent.	Where the tenant does not pay for the losses, these must be covered by the lessor.	Due to the financial burden this would place on vulnerable tenants, Consumer Protection does not propose pursuing this suggestion. In addition, tenants usually already pay a rental bond which should cover the costs of most damage.
	Everyone living in the rental premises must be on a lease agreement.	If everyone living at the rental property is on the lease agreement, the lessor is in a better position to recover debts arising from the tenancy.	It is the responsibility of the lessor or their agent to ensure that persons living in the rental premises are on the lease agreement. No change to legislation required.
	Shorten the timeframe within which the FDV evidence obtained pursuant to s71AB(2) can be used to a few weeks.	This avoids the situation of tenants using the FDV evidence to leave the tenancy that is convenient to them.	In the absence of concrete examples of tenants using evidence of FDV at their convenience, Consumer Protection does not propose pursuing this suggestion.
Housing availability	That the WA Government address the low rental vacancy rate.	Victim-survivors are currently at risk, or are experiencing, overcrowding and homelessness.	The WA Government is aware of this issue and is progressing projects to address the situation.

Category	Submission suggestion	Justification	Consumer Protection comment/ recommendation
Awareness of FDV protections	Further education about the FDV reforms to tenants, support workers and property managers/lessors.	Concerns that many people in the tenancy sphere are not fully versed in the FDV provisions.	This issue will be addressed by Recommendation 4 - that Consumer Protection will continue its program to develop a plain English information sheet that can be provided to tenants to increase awareness of their rights. If necessary, a requirement for property managers to give this document to tenants at the beginning of the tenancy can also be imposed. It is noted that property managers currently undertake mandatory continuing professional development on the topic of FDV provisions.

Government of Western Australia

Department of Mines, Industry Regulation and Safety

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