

Fair Rights for Renters

Tasmania has some of the weakest tenant protections in the country. Renters are vulnerable to unmitigated rent increases, have very few rights, and landlords' ability to evict them on lease expiration without reason means they're often unable to defend their rights. We will fight for a fair go for Tasmanian tenants.

In the three years since the 2021 election the weighted median weekly rent in Tasmania has increased by 22%, from \$365 to \$445.¹

Rents have increased in the south from \$414 to \$481, \$329 to \$419 in the north, and \$271 to \$346 in the north west.²

The average rental household in Greater Hobart pays 29% of its income for a median rate dwelling – hovering just below the 30% threshold used to determine housing stress.³

Rent as a proportion of income by class of person⁴

	Greater Hobart	Rest of Tas
Job Seeker/Single	78%	55%
Pensioner/Single	47%	33%
Pensioner/Couple	40%	31%
Part Time Worker/Parent/Single	52%	41%
Student/Share house	33%	26%

Rent Controls

Tasmania's *Residential Tenancy Act 1997* currently allows for appealing rent increases on the grounds of unreasonableness.⁵

The current arrangements have significant limitations. The burden is on tenants to establish that a rent increase is unreasonable, and the question of reasonableness applies to the rent increase only - not whether the resulting rent is unreasonable.⁶

Tasmanian Law ⁷	ACT Law ⁸
No formal benchmark for rent increases.	Rent increase benchmark is Housing CPI + 10%.
Tenant must prove a rent increase is unreasonable.	Increase below benchmark, Tenant must prove unreasonable, if above benchmark, Landlord must prove not unreasonable.
Tenant may apply for a rejection of an unreasonable rent increase.	Tenant may apply for rejection of unreasonable rent increase, or for an order to reduce rent.
Rents not frozen while assessment underway.	Rents are frozen while assessment underway.
Considerations in assessing whether a rent increase is unreasonable: <ul style="list-style-type: none"> rents for comparable premises; and any other relevant matter. 	Considerations in assessing whether a rent increase is unreasonable: <ul style="list-style-type: none"> current rent and past rent increases; costs, services, goods and repairs provided by owner; work done by tenant; general state of property; rents for comparable premises; other matters considered relevant.

The ACT's rent controls, in contrast, set a threshold (CPI + CPI/10) over which the onus is on landlords to prove the rent is reasonable.

We will move for rent control laws modelled on the provisions in the ACT's *Residential Tenancy Act 1997*.

¹ Tenants' Union of Tasmania, [Tasmanian Rents](#), 2023.

² Ibid.

³ SGS Economics and Planning, [Rental Affordability Index](#), 2023.

⁴ Ibid.

⁵ Tasmanian Government, [Residential Tenancy Act 1997](#), section 23.

⁶ Magistrates Court of Tasmania, *Muddyman v Nest Property*, 2021.

⁷ Tasmanian Government, [Residential Tenancy Act 1997](#).

⁸ Australian Capital Territory Government, [Residential Tenancy Act 1997](#).

Tenant Security

Under Tasmania’s current laws, tenants can be evicted solely on the grounds that their lease has expired.⁹

Not only does this fail to provide natural justice for Tasmanian tenants, but it also provides landlords with cover to evict renters for exercising their legal rights or to discriminate against tenants based on protected attributes under the *Anti-Discrimination Act 1998*.

Removing the ability to evict tenants solely on the grounds of lease expiration would not prevent the non-renewal of the lease for legitimate reasons, including, but not limited to, intent to sell the property or use it for another purpose, or for non-compliance with lease conditions.

We will fight to remove provisions allowing tenants to be evicted solely on grounds of lease expiration.

Standard Forms and Agreements

The Tenants Union of Tasmania has identified that the current leases and application forms contain a range of provisions that are unlawful or unreasonable.

Despite being unlawful and unenforceable, would-be tenants too often comply with these conditions because they aren’t informed about their rights, or renters fear being evicted and not finding a home.

Issues with Agreements and Applications¹⁰

Unlawful Lease Agreements Conditions	Unlawful or Unreasonable Application Conditions
<ul style="list-style-type: none"> • Tenant is responsible for the repair or replacement of whitegoods that came with the property. • Tenant accepts the property in its current condition. • Tenant must allow access to property for valuation or appraisal. • Tenant to not cause a disturbance or annoyance to anyone. • Tenant to have the carpets cleaned by a professional cleaning company approved by the landlord. • Tenant responsible for all costs associated with lodging a debt with a debt collection agency. 	<ul style="list-style-type: none"> • Requirement that prospective tenants provide a criminal history check; and/or a credit check. • Refusal of tenants who require Colony 47 financial assistance to pay the bond. • Refusal of any tenant who has an outstanding debt. • Requirement that prospective tenants list their financial commitments. • Requirement that prospective tenants provide a minimum of four referees.

Other than the Northern Territory, Tasmania is currently the only Australian jurisdiction without a standard tenancy agreement.¹¹

Implementing standard forms and agreements will increase the likelihood of agreements being legally compliant and provide a valuable reference point for tenants.

We will fight for standard forms and tenancy agreements.

⁹ Tasmanian Government, [Residential Tenancy Act 1997](#), Section 11.

¹⁰ Tenants Union of Tasmania, [Our 7 Asks for the 2018 Tasmanian State Election](#), 2018.

¹¹ Tenants Union of Tasmania, [Our 7 Asks for the 2018 Tasmanian State Election](#), 2018.

Right to Own Pets

Animal welfare organisations confirm people feel forced to give up their much-loved pets to secure a tenancy. Current laws allow for the automatic exclusion of pets in tenancy agreements.¹²

The only exemption is for guide dogs,¹³ which has forced tenants with other assistance animals to try to pursue their rights under the *Disability Discrimination Act 1992* in the courts.¹⁴

In 2017, Victoria passed laws to remove clauses that automatically exclude pets from leases.¹⁵ These laws require a tenant to lodge a request for a pet with a landlord, who then must apply to the *Victorian Civil and Administrative Tribunal* for an order to refuse permission – this can only be done if the landlord has a good reason.¹⁶

We will move to make it unlawful to prohibit assistance animals in rental properties, and institute the Victorian model for refusing a request for pets, which requires approval in circumstances where the landlord has a reasonable reason.

Minor Modifications

Tasmanian law currently does not allow any alteration or addition to the premises without written consent from the landlord, no matter how minor.¹⁷

Renters with a disability, or who are older, can require mobility aids or ramps. Modifications

may also be required for energy efficiency or security.

Renters in longer-term tenancies may want to plant vegetable gardens, or install picture hooks, improve their comfort and quality of life.

Other jurisdictions, however, set out circumstances where modifications can be made without permission, and circumstances where a landlord cannot unreasonably refuse.¹⁸

Victoria, for example, allows renters to install locks on letterboxes, or wireless doorbells without permission, and requires that landlords don't refuse requests to install a vegetable garden, flyscreens, or picture hooks unless they have reasonable reasons for the refusal.¹⁹ A full list of these rules is [available here](#).

We will fight for the adoption of the Victorian model of minor modifications, that allows minor non-permanent changes without permission, and requires that landlords cannot unreasonably refuse requests for other minor modifications.

FIND ALL OUR POLICIES

tasgreensmps.org/policy/

¹² Tasmanian Government, [Residential Tenancy Act 1997](#), Section 64B.

¹³ Ibid.

¹⁴ Tenants Union of Tasmania, [Our 7 Asks for the 2018 Tasmanian State Election](#), 2018.

¹⁵ Hair, J, [Victorian tenants given right to have a pet under sweeping changes to rental laws](#), ABC News, 2017.

¹⁶ Consumer Affairs Victoria, [Pets in rental properties](#), n.d.

¹⁷ Tenants Union Tasmania, [State Election Asks 2024](#), 2024.

¹⁸ Ibid.

¹⁹ Consumer Affairs Victoria, [Renters making changes to the property](#), 2024.