TENANTS' UNION OF TASMANIA
The Specialist Legal Service for Tenants

30 October 2026

Land Titles Office
Level 1, 134 Macquarie St
Hobart TAS 7000

via email: star@nre.tas.gov.au

To the Land Titles Office,
Re: *Strata Title Amendment Bill 2026*

The Tenants' Union of Tasmania welcomes the opportunity to provide comment on the *Strata Title Amendment Bill 2026* ('the Bill').[1] As the Government has acknowledged "strata living and strata developments in Tasmania have changed significantly since the Act was introduced and the current legislative framework is now no longer suitable".[2] As a result, we support amendment to the *Strata Titles Act 1998* (Tas) to ensure it remains current. Our submission is restricted to the Act's interaction with the *Residential Tenancy Act 1997* (Tas).

The Tenants' Union of Tasmania is a not-for-profit community legal centre providing information, advice and representation to more than 57,000 residential tenants living throughout Tasmania. We also offer community legal education and training and advocate for the improvement of residential tenants' rights.

Many of the recommendations made in these submissions can also be found in our submission to the recent review of the *Residential Tenancy Act 1997* (Tas) (the "RTA").[3]

Repairs

The RTA provides that all tenants have the right to a home that is in good repair,[4] and have repairs carried out within specified time frames.[5] In a strata title property, when repairs are needed to a common area, a tenant is required to raise the need for repair with their landlord rather than the body corporate. The landlord is then required to liaise with the body corporate for the carrying out of repairs. We strongly believe that landlords should not be able to shirk their obligations under the tenancy agreement on the basis that the particular repairs are the responsibility of the body corporate and therefore out of their control. We strongly recommend that in circumstances where a body corporate has been notified of the need for

[1] The Tenants' Union of Tasmania would like to acknowledge those persons and organisations who gave freely of their time in assisting with our submission.
[2] https://nre.tas.gov.au/land-tasmania/land-titles-office/review-of-the-strata-titles-act-1998/stata-titles-act-1998-current-reform/draft-strata-titles-amendment-bill-2026-consultation
[3] Tenants' Union of Tasmania, "Modernising the Residential Tenancy Act" (June 2026) https://tutas.org.au/modernising-the-act-2026-submission/
[4] Section 36J of the *Residential Tenancy Act 1997* (Tas).
[5] Division 3 of Part 4 of the *Residential Tenancy Act 1997* (Tas).

repairs and failed to do them in a reasonable amount of time, the landlord should be obligated to have the repair carried out.[6] The cost of doing so can then be reimbursed by the body corporate.[7]

We also suggest that, where relevant, a body corporate can be added as a party to an application for an order for repairs made under s 36A of the RTA, and that the Residential Tenancy Commissioner has the power to make orders for repairs against a body corporate.[8] Alternatively, an occupier should be given the ability to make an application under s 114 of the *Strata Titles Act 1998* ('the Strata Act') for an order that a body corporate must carry out repairs.

By-laws

Section 64C of the RTA requires landlords to provide tenants with a copy of the strata by-laws:

> ***64C. Strata title property by-laws***
> *The owner of residential premises that are a strata title lot is to give to a prospective tenant before entering into a residential tenancy agreement a copy of the by-laws made by the body corporate of the strata title property.*

However, in our experience compliance is rare, with few residential tenants being provided with a copy of the strata title by-laws. Tenants often do not know where they stand with respect to parking, common areas or pets. Even if the by-laws are provided at the start of the tenancy, there is no express requirement that a landlord must let the tenant know when the by-laws are amended, nor do tenants have any say in how the by-laws are drafted. As such, we support the proposed s 93B of the Strata Act, but also suggest a similar change is made to the RTA, to place responsibility on landlords as well as the body corporate.

Nor is there any hierarchy of rights and obligations, where the tenancy agreement is clearly inconsistent with the by-laws. In the ACT, tenants are not obligated to comply with any by-laws that contradict their tenancy agreement.[9] Tenants should be able to trust their tenancy agreement. If there is a conflict, it should be up to the owner to liaise with the body corporate and resolve the issue. Tenants should not be put in a position where their tenancy is in jeopardy because the owner has failed to ensure that the tenancy agreement is consistent with the Strata Act, or because the body corporate has implemented overly restrictive by-laws.

Tenants must be (1) notified of any proposed changes to the by-laws and (2) given the opportunity to have input on changes that are relevant to them; "living conditions" rather than "ownership rights", such as access to facilities, parking, pets, nuisance related rules, and smoking.[10] If the tenant's recommendations are ignored,

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[6] Tenants' Union of NSW, 'Submission on Improving NSW Rental Laws' (August 2023).
[7] Ibid.
[8] Section 75A of the *Residential Tenancies Act 1997* (Vic).
[9] Clause 66 of the standard agreement per *Residential Tenancies Act 1997* (ACT).
[10] Tenants' Union of New South Wales, "Submission: Strata and community title reform" (30 November 2012) https://www.tenants.org.au/reports/submission-strata-and-community-title-law-reform

they should have a right of review to the Recorder, who can alter proposed rules that are unreasonable. If a tenant's amenity is reduced as a consequence of a change to the by-laws, they should have the ability to seek a rent reduction commensurate with the loss of enjoyment. Generally, tenants should be notified of meetings, and be permitted to attend, even if they do not have voting rights or the ability to give binding input.[11]

Body corporates should not be able to discriminate against tenants by for instance reserving the use of common facilities to owners.[12] There should be an explicit ban on by-laws that discriminate against residents on the basis of the nature of their right of occupancy. Section 91(3)(b) of the Strata Act already prohibits discrimination against particular individuals, but not necessarily against classes of occupant.

Pets

Per the decision in *Bonner v Lockhart*,[13] a landlord of a strata property can effectively circumvent the prima facie right to a pet that tenants have under the RTA, as pursuant to the Strata Act a body corporate can impose a rule that gives the body corporate the unfettered discretion to refuse a request for a pet. This effects both tenants and owner-occupiers of strata properties. In our submissions to the Government regarding the changes to the RTA relating to pets, filed on 31 May 2024, we said:

> *Allowing renters to have pets in strata title properties means that the Strata Titles Act 1998 (Tas) will have to be amended. The best model that we have been able to find is New South Wales which expressly provides that body corporates are unable to completely exclude the keeping of a pet:*[14]
>
> > *(1) Each of the following has no force or effect to the extent that it would unreasonably prohibit the keeping of an animal on a lot—*
> > *(a) a by-law,*
> > *(b) a decision by an owners corporation under a by-law.*
> > *(2) It is taken to be reasonable to keep an animal on a lot unless the keeping of the animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property.*
> > *(3) The regulations may specify circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property.*
>
> *Whilst a blanket ban on pets is prohibited in the NSW legislation, body corporates are able to exclude pets on a case-by-case basis where the pet "unreasonably interferes with another occupant's use and enjoyment" of the property:*

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[11] Ibid.
[12] Ibid.
[13] [2026] TASCAT 60.
[14] Section 137B of the *Strata Schemes Management Act 2015* (NSW).

For the purposes of the Act, section 137B(3), the circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property are—

(a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or

(b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or

(c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or

(d) the animal repeatedly causes damage to the common property or another lot, or

(e) the animal endangers the health of another occupant through infection or infestation, or

(f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or

...

It is likely that most body corporates adopt the model by-laws rather than drafting their own rules. The NSW model by-laws expressly provide that landlords or occupiers of body corporates are allowed to have a pet:[15]

> *Note— Select option A or B. If no option is selected, option A will apply.*
>
> *Option A*
>
> *(1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the landlords corporation written notice that it is being kept on the lot.*
>
> *(2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.*
>
> *(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—*
>
> *(a) keep the animal within the lot, and*
>
> *(b) supervise the animal when it is on the common property, and*
>
> *(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.*
>
> *Option B*
>
> *(1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the landlords corporation.*
>
> *(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common*

[15] Schedule 3 of the *Strata Schemes Management Regulations 2016* (NSW).

property and must give an owner or occupier written reasons for any refusal to grant approval.
(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
(a) keep the animal within the lot, and
(b) supervise the animal when it is on the common property, and
(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
(4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

We believe that renters living in strata title properties should not, in substance, be locked out from the significant changes to the RTA regarding pets. We therefore recommend changing to the Bill to prohibit by-laws from imposing blanket bans on pets, or from making the choice to allow a pet purely discretionary (with the model by-laws updated to reflect as such – see NSW above). These changes will also benefit owner-occupiers that live in strata properties.

Dispute Resolution

We support the proposed changes to Parts 7 and 9 of the Strata Act that would give renters the explicit right to engage in dispute resolution through the body corporate and Recorder. However, we suggest that further changes must be made to s 106 to provide penalties and relief where tenants (and other parties) are not provided with notice of an application that affects them. In a particular matter that we assisted with, a tenant occupied a strata unit with their dog. The body corporate made an application against the landlord, asking for an order that the dog be removed. The tenant was not made aware of the application, by either the Recorder or the body corporate, until after an order was already made under s 119. The landlord agreed to assign their rights to appeal the decision to TASCAT to the tenant, and the matter was eventually resolved amicably, however if the tenant had been (1) notified of the application in the first place as required and (2) given an opportunity to provide submissions, it is unlikely that the dispute would have progressed as far as it did.

As such, the Bill should provide:

- A right to have any determination set aside where notice hasn't been given in accordance with s 106;
- A penalty if the body corporate fails to give notice under s 106(2); and
- Under s 108 that all affected parties under s 106(2) must be given an opportunity to make submissions.[16]

[16] This also adds clarity to s 135(2)(c) of the *Strata Titles Act 1998* (Tas).

Miscellaneous

The proposed s 88A(1)(d) provides that a tenant is only an eligible person for the purpose of s 88A if they are under a lease of 6 months or longer. Whilst we agree with the purpose of this provision, to limit eligibility to occupants that are not transitory or short-stay residents, we suggest that:

- There are genuine long-term tenants that may be on a fixed term lease of less than six months;
- The drafting of this provision may be ambiguous where a tenant has had a long term continuous tenancy, but may be currently under a short term fixed term lease agreement of six months or less;
- The drafting of this provision may be ambiguous where a tenant has had a non-fixed agreement for longer than six months.

We recommend that (1) the threshold is shortened to 28 days, to align with s 10(2) of the RTA, and (2) the word "lease" is substituted with the word "tenancy", to prevent any suggestion that the tenant must, at the time the request is made, have a fixed term tenancy agreement of six months or longer.

Summary of Recommendations

The RTA is amended to:

- Add a penalty for failing to provide a copy of the by-laws;[17]
- Provide that a tenant does not have to comply with by-laws that are not consistent with the RTA or tenancy agreement;[18]
- Provide that a landlord must notify a tenant if by-laws are changed, and provide a copy of the updated by-laws;[19] and
- Provide that the landlord must provide the contact details of the strata corporation, pass on all complaints and requests (such as a request for consent for a pet) that a tenant cannot do directly through the proposed s 95A, and ensure that the tenant is given notice of meetings;[20]
- Provide that, where repairs that are required under a tenancy agreement are the responsibility of the body corporate, the landlord must carry out the repairs and seek reimbursement from the body corporate, if the body corporate refuses or fails to carry out the repairs within the time periods set out in the RTA;
- Provide that a body corporate can be added as a party to an application for an order for repairs, and can be ordered to carry out repairs.

The *Strata Titles Act 1998* (Tas) is amended so that:

- A body corporate cannot not impose blanket bans on pets, or make the approval of pets entirely discretionary, and must instead follow a process similar to that found in the RTA;

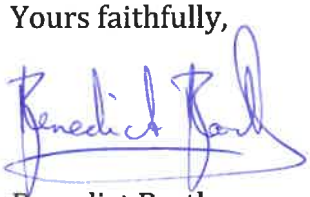
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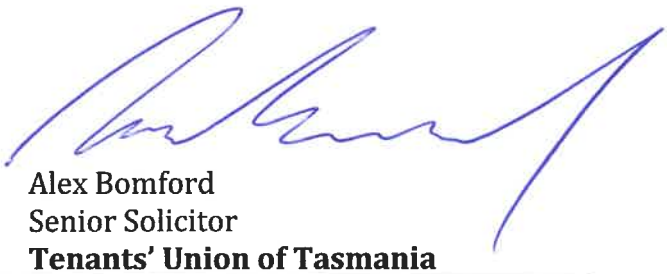
[17] Section 69 of the *Residential Tenancies and Rooming Act 2008* (Qld).
[18] Clause 66 of the standard agreement per *Residential Tenancies Act 1997* (ACT).
[19] Section 16B of the *Residential Tenancies Act 1986* (NZ).
[20] Section 12 of the *Residential Tenancies Act 2004* (Ire).

- A body corporate cannot discriminate against tenants with respect to access to facilities or other amenities;
- Before by-laws can be amended, tenants must be given an opportunity to provide submissions on "living conditions", with a right of review to the Recorder;
- There is a right to have any order set aside where notice hasn't been given in accordance with s 106;
- There is a penalty if the body corporate fails to give notice under s 106(2); and
- Under s 108 all affected parties under s 106(2) must be given an opportunity to make submissions;
- The proposed s 88A(1)(d) is amended to set the threshold at 28 days, and "lease" is substituted with "tenancy".

If you have any queries, or we can be of any further assistance, please do not hesitate to contact us.

Yours faithfully,





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