



19 May 2025

Department of Justice
Office of the Secretary
GPO Box 825
Hobart TAS 7001

haveyoursay@justice.tas.gov.au

To Department of Justice,

Re: Residential Tenancy Amendment Regulations 2025

We welcome the opportunity to provide comment on the proposed amendments to the *Residential Tenancy Regulations 2025* (Tas) ('the Regulations'). We appreciate that the Government has recognised the concerns we have raised and will now move to include minimum notice periods for the termination of primary production residential tenancy agreements.

PRIMARY PRODUCTION RESIDENTIAL TENANCY AGREEMENT

The *Residential Tenancy Act 1997* (Tas) ('the Act') expressly excludes a range of accommodation providers from the Act, including motels and hotels, premises used ordinarily for holiday purposes, aged care facilities and retirement villages.¹ The Act does not exclude employers who provide accommodation to their staff and as a result the Tenants' Union of Tasmania advises renters that they continue to have a valid lease agreement even in circumstances where the employer has terminated their employment.

Currently, the Regulations exclude employees who are subject to a 'primary production residential tenancy agreement' from section 11 and Part 4 of the Act. This means that on-farm workers do not have fixed-term lease agreements that become non-fixed term lease agreements² and do not need to be served with a Notice to Vacate upon the expiration/termination of their employment contract.³

Without a minimum notice period, on-farm workers whose accommodation is conditional on their employment are more vulnerable. In a 2024 case about accommodation provided for 40 seasonal workers from Vanuatu, the Tasmanian Civil and

¹ Section 5(2) of the *Residential Tenancy Act 1997* (Tas).

² Section 11(2) of the *Residential Tenancy Act 1997* (Tas).

³ Part 4 of the *Residential Tenancy Act 1997* (Tas).

Administrative Tribunal observed that “not all of them spoke English” and “various workers described the living conditions as cramped, hot and too crowded”.⁴ Whilst not all on-farm workers will be from overseas, vulnerabilities will remain as the workers are likely to be low-paid, far away from their homes and aware that at any time the employer can terminate their employment and ask that they vacate their home all on the same day.

We welcome the proposed amendment which will mean that a primary production employer who has ended the employee’s contract of employment must give 21 days’ notice of an intention to terminate the agreement. In our opinion, three weeks’ notice strikes the right balance between an employee being able to secure alternative accommodation and the employer requiring the premises to accommodate another employee. Similar notice periods are currently in place in New South Wales and the Australian Capital Territory.⁵

In summary, we strongly support the proposed amendment which will ensure that employees working in primary production whose accommodation is conditional on their employment are provided with a notice period before being evicted.

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



Ryan Gilmour
President
CLC Tas



Gillian Long
Chief Executive Officer
Migrant Resource Centre Tas



Andrew Finch
Chief Executive Officer
Multicultural Council of Tas



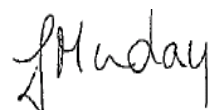
Pattie Chugg
Chief Executive Officer
Shelter Tasmania



Adrienne Picone
Chief Executive Officer
TasCOSS



Benedict Bartl
Principal Solicitor
Tenants’ Union of Tas



Jessica Munday
Secretary
Unions Tasmania

⁴ *Insight (Tas) Pty Ltd v Latrobe Council (No 2)* [2024] TASCAT 78 at [10].

⁵ Section 85 of the *Residential Tenancies Act 2010* (NSW); section 53 of the *Residential Tenancies Act 1997* (ACT).