MinterEllison.

29 April 2022

The Department of Justice
Hobart Tasmania

BY EMAIL: Haveyoursay@justice.tas.gov.au

Dear Department

Retail Leases Bill 2022

I refer to the draft Retail Leases Bill.

I write both in my personal capacity as a Tasmanian with substantial property interest in Tasmania and as a partner of MinterEllison and one of the recognised national experts in retail tenancy law in Australia.

My practice involves acting for large national landlords and tenants which include, or have included:

AMP	Lendlease
ANZ	Medibank
Brookfield	QIC
Challenger	RetPro
Charter Hall	Reading
CBA	Specsavers
Coles	Westpac
CBUS	Westfield
Dexus	Vicinity
GPT	Woolworths
ISPT	Pacific

I currently represent both landlords and tenants in multiple jurisdictions including Western Australia, ACT, New South Wales, Northern Territory, Victoria and Tasmania.

It could therefore be fairly said that I am 'well across' the laws that govern retail tenancies in most of Australia. I am also familiar with the Tasmanian market.

Accompanying this letter is a compendium prepared by me with assistance from my team (ME_134450426_19).

I have reviewed a number of submissions in respect to the Retail Leases Bill 2022 ('the Bill').

However I make this submission on a personal basis for two reasons:

1. National legislation - The Bill as drafted is quite different in both its application and effect from the laws in any other State or Territory of Australia. This is highly undesirable from the perspective of national consistency and will lead to considerable confusion particularly amongst national landlords and tenants. It is also likely to become a disincentive to invest in Tasmania (and this is amplified by the paragraph below).

2. The Bill if enacted will cover virtually any tenancy under 1000 square metres. The listed company exemption which applies in most other jurisdictions is not included in the Bill and should be. Because it is not, large corporations such as supermarkets (eg Coles and Woolworths), banks (such as ANZ, NAB and Westpac) and the like will be covered. Arguably with those large tenants it is the landlord rather than the tenant that requires protection. This again will be a significant disincentive to investing in Tasmania.

These two issues seem to fail to meet one of the stated objects of the Bill – certainty and fairness (section 3(a)).

Looking at the provisions of the Bill themselves, I have the following comments:

1. Section 6 – **Interpretation** –

   (a) **lettable area** – how is this to be calculated? There is significant body of case law in mainland States as to what areas can be included – there are significant anomalies such as:

   - bottle shops;
   - motels;

   and the like. This should be clarified.

   (b) **retail premises** – as indicated above the absence of a listed company exemption is very significant. The way the Bill is drafted it will apply to the vast majority of tenancies in Tasmania. Is this the intention? This would put the laws in Tasmania at odds with the rest of Australia. Note that as well as listed companies tenancies such as solicitors' offices, accountants' offices, doctors' surgeries and the like will be covered because the Bill not only affects the sale of goods to the public by retail but the provision of services to the public. Is this the intention?

   (c) **valuer** – reference is made to the Australian Institute of Valuers and Land Economists. On my understanding that body ceased to exist some time ago and is now the Australian Property Institute.

2. Section 23 – **Landlord's disclosure statements** – unlike other jurisdictions there is no prescribed form of disclosure statement. This is consistent with the existing Code in Tasmania. However a prescribed form (or at least a preferred form) would be desirable – particularly when provisions relating to the disclosure statement appear not only in section 23 but in the clauses dealing with landlord and tenant works.

   In addition the disclosure statement is required to have attached to it:

   - a copy of the Retail Leases Guide;
   - a copy of the proposed retail lease;
   - a copy of the Code of Practice; and
   - information that the Director specifies as relevant.

   This will make the disclosure statement extremely large and difficult to transport electronically. Also, given that the Guide and proposed lease are meant to be given at the very outset of negotiations this seems to be somewhat of a duplication.

3. Section 25 – **Landlord's disclosure statements and renewals of retail leases** – very often disclosure statements are lost either because the landlord cannot find them or because the landlord is not the original landlord. For this reason it would be desirable that the disclosure statement on renewal be an option and it be expressly provided that a full disclosure statement can be given as an alternate.

4. Section 26 – **Failure of landlords to give landlords disclosure statements to tenants** – unlike each mainland jurisdiction, the Bill provides that if a disclosure statement is 'wrong' a tenant has an absolute right to walk away. In the mainland jurisdictions a tenant must give notice and if within a specified period the landlord cannot show that it acted honestly and reasonably and ought fairly to be excused , and that the tenant is in substantially the same position, the tenant is unable to terminate. I would suggest that this is fairer.

5. Section 29 – **Security deposits** –

   (a) there is a three month cap on security deposits. This is consistent with the existing Code. However it is not consistent with the laws elsewhere in Australia. Moreover it is a significant disincentive to landlords to have new businesses in their properties if more security cannot be held.

   (b) the security deposit must be invested but it seems that the Bill provides for interest to be paid to the tenant as it is received which is administratively time consuming. It should be recorded that:

      (i) interest accruing on the security deposit can be added to the security deposit without breaching section 29(2); and

      (ii) at the end of the term the landlord must account to the tenant for the interest.

6. Section 30 – **Release of security deposits** – it appears that this section requires agreement from the tenant prior to a landlord drawing on a security deposit. This is inconsistent with both industry practice and the laws in any other State and will lead to significant disputes. We suggest the section be deleted.

7. Section 32 – **Tenants to be given copy of retail leases** – under this section a tenant must be given a copy of the retail lease within 30 days after the landlord receives it executed by the tenant. Two adjustments are required here:

   (a) as well as the lease being received any accompanying documentation (such as a security deposit or a bank guarantee) should also be a prerequisite;

   (b) consistent with other Australian jurisdictions the parties should be able to agree to a longer period of time – it is often very difficult for large institutions with considerable administrative and reporting requirements to execute and return within 30 days and I will not start on how slow the post is !!

8. Section 35 – **Recovery of outgoings from tenants** – section 35(1) envisages that not only a lease detail the nature of the outgoings that are to be regarded as recoverable under the lease but also an estimate of the amount. Putting a 'dollar figure' into the lease is not consistent with market practice at all.

   Moreover it has the potential to both complicate and delay the preparation of documentation. The correct place for this information is the disclosure statement. Leases do not currently contain this information in either Tasmania or any other Australian State or Territory.

9. Section 36 – **Statements of outgoings** – most mainland jurisdictions provide for statements to be provided:

   (a) one month prior to the commencement of each year;

   (b) within three months of the end of each year; and

   (c) a statement to be made available in the course of the year as to the state of expenditure.

   This section, however, provides that all statements have to be provided in respect of each quarter of the year. This appears to be administratively cumbersome and out of line with industry practice.

10. Section 38 – **When rent is payable** – under section 38 a tenant is not obliged to pay rent 'before the tenant has entered into possession of the retail premises'. A lease may have commenced (according to the paper document) but the tenant may choose not to take possession. Section 38(a) should be deleted.

11. Section 39 – **GST payments** – section 39 provides that rent and outgoings stated in a lease are taken to be **inclusive of GST**. This does not accord with industry practice . At a minimum the section should be adjusted so that the amounts specified in the lease are inclusive of GST 'unless the lease states otherwise'. All leases in the market state that GST is payable on top of the rent and other monies.

12. Section 45 – **Meaning of *turnover rent*** – it should be clarified where internet sales fit in the definition – at the moment this is not addressed. This is a 'hot issue' in retail.

13. Section 48 – **Tenants to be given notice of alterations and refurbishments** – a landlord is required to give a tenant (except in the case of an emergency) 'at least six months' notice of an alteration or refurbishment of any building of which the retail premises forms part of that is 'likely to adversely affect the business of the tenant'. In most other jurisdictions the time period is 60 days. I would suggest that six months is not only out of line with all other jurisdictions but impractical as landlords' plans change as circumstances dictate.

14. Sections 55 and 56 – **Assignments** – these sections in part are inconsistent. In section 55(2)(c) the tenant must demonstrate, amongst other things, that the assignee's business experience is 'not inferior to those of the tenant' whereas this threshold is not referred to in section 56(1)(b).

15. Other – electronic execution – It should be enacted that a lease (and any associated documents) can be valid if electronically executed. Electronic execution is becoming common place in the industry and it is time the law caught up !!

I will gladly meet with you to discuss these and other issues with the Bill.

As you can appreciate the Bill is a lengthy piece of legislation.

In this letter I have only given a high level commentary on some of the significant issues.

Yours faithfully
MinterEllison

[redacted]

Maxwell DR Cameron
Partner

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Retail tenancy legislation compendium

Edition 8

23 September 2020

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Retail Tenancy Legislation Compendium – Edition 8 – 23 September 2020

Foreword

MinterEllison is pleased to present the Retail Tenancy Legislation Compendium – Eighth Edition. This invaluable resource is highly recognised throughout the property industry and provides a detailed summary of the legislation across all Australian states and territories as at 23 September 2020.

Australia's retail tenancies (and some commercial and industrial) are governed by state and territory governments each of whom are responsible for their own tenancy legislation and regulation. However, commercial operations – particularly in retail – are not bound by geographic location. More often than not, retail operators conduct their business on a national scale, meaning an understanding of the provisions of retail tenancy legislation, both nationally and on a state-by-state basis, is essential.

This compendium has been produced with both the landlord and the tenant in mind and is presented in a format that enables a comparison of the legislation relating to each specific issue. For example, when addressing the review of rents nationally as well as across all states and territories.

Whilst this compendium is comprehensive and detailed, it is by no means exhaustive. Moreover, by paraphrasing the legislation, its meaning may at times be open to interpretation. Accordingly, this compendium must only be used as a guide and not as an in-depth analysis of the finer legal points of the retail tenancy legislation in Australia. If you require detailed legal advice, please contact any of our retail tenancy experts listed on page 4 of the compendium.

Legislation

STATE	LEGISLATION	COMMENCEMENT DATE
VICTORIA	*Retail Leases Act 2003* ('**RLA**') incorporating the *Retail Leases Amendment Act 2005* ('**RLAA2005**'), *Retail Leases Amendment Act 2012* ('**RLAA2012**') and *Retail Leases Amendment Act 2019* ('**RLAA2019**')	RLA: 1 May 2003 RLAA 2005: Div 2 of Part 3: Various dates. Some provisions were backdated to 1 May 2003. Most others came into effect on 22 November 2005 RLAA 2012: 20 November 2020 RLAA 2019: Div 2 of Part 3: 1 October 2020 or an earlier proclaimed date. The balance on 23 September 2020
QUEENSLAND	*Retail Shop Leases Act 1994* ('**RSLA**')	28 October 1994
TASMANIA	*Fair Trading (Code of Practice for Retail Tenancies) Regulations 1998* ('**CPRT**')	1 September 1998
SOUTH AUSTRALIA	*Retail and Commercial Leases Act 1995* ('**RCLA**') incorporating the Retail and Commercial *Leases (Miscellaneous) Amendment Act 2019* ('**RCLA2019**')	RCLA: 30 June 1995, excluding ss.63-66 which commenced 16 September 1996 RCLA 2019: 1 July 2020
WESTERN AUSTRALIA	*Commercial Tenancy (Retail Shops) Agreements Act 1985* ('**RSA**') incorporating the *Commercial Tenancy (Retail Shops) Agreements Amendment Act 1998* ('**RSAA**') and the *Commercial Tenancy (Retail Shops) Agreements Amendments Act 2011* ('**RSAA2011**')	RSA: 1 September 1985 RSAA: 1 July 1999 RSAA 2011: Sections 1 and 2 on 14 December 2011. The balance on 1 January 2013.
NEW SOUTH WALES	*Retail Leases Act 1994* ('**RLA**') incorporating amendments made by *Retail Leases Amendment (Review) Act No 2 2017* ('**RLARA**')	1 August 1994, excluding Part 8 of the RLA which commenced on 25 November 1994 RLARA: 1 July 2017 (subject to numerous exceptions)
AUSTRALIAN CAPITAL TERRITORY	*Leases (Commercial and Retail) Act 2001* ('**LCRA**')	1 July 2002

NORTHERN TERRITORY	*Business Tenancies (Fair Dealings) Act 2003* ('**BTA**')	1 July 2004

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Retail tenancy legislation compendium

Important notes

This compendium is a summary of the retail tenancy legislation current in Australia as at 23 September 2020. All relevant amending legislation passed prior to this date is incorporated in the compendium. Any subsequent amendments are not included.

Please note the following riders, applicable as at the date of the compendium:

- Victoria – the *Retail Leases Amendment Act 2019* was passed by Parliament in September 2020. Division 2 of Part 3 of the Act comes into effect no later than 1 October 2020. The balance of the Act came into force on 23 September 2020.
- Tasmania – the *Fair Trading (Code of Practice for Retail Tenancies) Regulations 1998* has been reviewed and it is anticipated that new legislation will be released late 2020.

Contacts

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VIC	QLD	TAS	SA	WA	NSW	ACT	NT
Leases							
All leases of 'retail premises' (including renewals) entered into on or after 1 May 2003 (s.11 RLA). See definition of 'retail premises' below. The RLA dispute resolution provisions (Part 10) apply to leases to which the RLA or previous retail legislation applies, and to leases of retail premises in Victoria to which no retail legislation applies (s.81(1) RLA).	All retail shop leases (s.12 RSLA) entered into or renewed before or after 28 October 1994 (s.13 RSLA). Preliminary disclosures about leases (Part 5) and minimum lease standards (Part 6) of the RSLA do not apply to retail shop leases entered into, or renewed, before 28 October 1994. The *Retail Shop Leases Act 1984* (Qld) continues to apply to such leases. The RSLA does not apply to a retail shop lease for the carrying on of the business of a service station if the *Competition and Consumer (Industry Codes – Oilcode) Regulation 2006* (Cth) applies to the carrying on of the business under a fuel re-selling agreement within the meaning of that regulation (s.20C RSLA). The RSLA (apart from Preliminary, Object of Act, Interpretation (Parts 1-3), Retail Shop Lease Trading Hours (Part 7) and Transitional Provisions (Part 12 insofar as it is relevant)) does not apply to 'short term retail shop leases', entered into on or after 3 April 2006, if the term and any right to extend (other than a holding	The CPRT applies to: (a) a lease of retail premises with a lettable area not exceeding 1000m^2 entered into on or after 1 September 1998; (b) a lease of retail premises with a lettable area not exceeding 1000m^2 entered into before 1 September 1998 if varied after that date in a manner not provided for in the original lease or agreement to lease; (c) a lease of retail premises resulting from the exercise of an option contained in a lease with a lettable area not exceeding 1000m^2 entered into before 1 September 1998 if the original lease is perpetually renewable or the new lease contains a variation not provided for by the original lease; and (d) a sub-lease of any such premises, (cl.2(1) CPRT). 'Lease' is broadly defined to mean any agreement providing for the occupation of retail premises (whether for a term periodically or at will). It includes an agreement for lease and a licence to use	All retail shop leases entered into after 30 June 1995 including licences or other rights of occupation which are non-exclusive, express or implied, oral or written, but excluding: (a) leases during any period where the rent exceeds the prescribed threshold (currently$400,000 per annum excluding GST, which amount will be reviewed by the Valuer-General in October 2022 and thereafter every five years) regardless of whether the RCLA applied at the time the lease was entered into or renewed because of the amount of rent payable under the lease; (b) leases for 1 month or less; (c) occupation rights arising from a sale or purchase of property, mortgage or defined scheme; (d) leases for which the tenant is an ADI (approved deposit - taking institution), insurance company, local council or the Crown (State or Commonwealth); (e) if the tenant:	RSAA 2011: Applies to: (a) all retail shop leases entered into after 1 January 2013; and (b) existing retail shop leases entered into or renewed pursuant to options before 1 January 2013 except that: (i) sections 12(3A) (contribution to landlord's fittings void), 14A (relocation) and 14C (refurbishment) of the RSA do not apply to existing retail shop leases; and (ii) sections 6 (disclosure) and 13 (right to at least five years tenancy) of the RSA as in force prior to 1 January 2013 continue to apply to existing retail shop leases (cl.4 Sch 1 RSA). RSAA 2011 does not apply to any existing leases, which were not retail shop leases prior to 1 January 2013 but because of RSAA 2011, are subsequently considered retail shop leases once the RSAA 2011 came into effect. (cl.5 Sch 1 RSA). *RSAA 1998: Applies to all retail shop leases*	All retail shop leases entered into after 1 August 1994 unless the retail shop lease was entered into under an option or agreement made before that date. The RLA does not apply to retail shop leases: (a) for a term of < 6 months without any right for the tenant to extend the retail shop lease by way of an option to extend or renew the lease unless the tenant has been in possession without interruption for > 1 year (either by way of a series of leases or extensions or renewal of the lease or leases); (b) for a term of 25 years or more including an option for the tenant to extend or renew the lease; or (c) assigned after 1 August 1994 to which the RLA would not otherwise have applied, (ss.6 & 6A RLA). See definition of 'retail shop' below. The RLA applies to agreements for lease in the same way that it applies to and in	Leases entered into or renewed after 1 July 2002, or variations made after that date, relating to: (a) retail premises (other than premises over 1000m^2 which are leased to a listed public company or a subsidiary of one); (b) small commercial premises (ie <300m^2 not in a shopping centre); and (c) specified premises (eg premises leased to an incorporated association, charity, child care centre, sports centre etc), (s.12 LCRA). The LRCA does not apply to leases for a term of < 6 months, unless the tenant has been in continuous occupation of the premises with the owner's consent for at least 6 months when the lease is entered into (s.12(2) LCRA). See definition of 'retail premises' below.	All retail shop leases entered into after 1 July 2004 including licences or other rights of occupation which are not exclusive, an agreement which is express or implied, an agreement which is oral or in writing, but excluding: (a) retail shops that have a lettable area of 1000m^2 or more; (b) retails shops used wholly or predominantly for the carrying on of a business by the tenant on behalf of the landlord; (c) retail shops within premises where the principal business carried on at the premises is the operation of a cinema or bowling alley and the retail shop is operated by the person who operates the cinema or bowling alley; (d) a retail shop that is leased to a listed corporation (within the meaning of s.9 of the *Corporations Act 2001* (Cth)), a subsidiary (within the meaning of s.9 of the *Corporations Act 2001* (Cth)) of a listed corporation or a body corporate whose securities are listed on a financial market outside Australia

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
	over) is 6 months or less (s.20A RSLA). See definition of 'retail shop leases' below.	the common area in a shopping centre for a term of > 6 months (cl.1 CPRT). See definition of 'retail premises' below.	(i) in the case of a lease entered into on after 1 July 2020, is a public company, or a subsidiary of a public company, within the meaning of section 9 of the Corporations Act 2001 (Cth) (other than a public charitable company or a subsidiary of a public charitable company); (ii) in the case of a lease entered into before 1 July 2020, or a lease renewed after 1 July 2020 (whether on the same or different terms) pursuant to a right or option conferred by a lease entered into before 1 July 2020, is a public company, or a subsidiary of a public company within the meaning of section 9 of the *Corporations Act 2001* (Cth) (including a public charitable company or a subsidiary of a public	*entered into after 1 July 1999 except extensions or renewals pursuant to options granted prior to 1 July 1999.* *RSA: Applies to all retail shop leases entered into after 1 September 1985 but does not apply to a retail shop lease that was entered into pursuant to an option granted or an agreement made before 1 September 1985.* See definition of 'retail shop' below.	respect of leases (s.3B RLA).		that is a member of the World Federation of Exchanges, or a subsidiary of such body corporate See definition of 'retail shop' below.

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
			charitable company); (f) if, in the case of a lease entered into after 1 July 2020, the tenant is a body corporate whose securities are listed on a stock exchange outside Australia and the external territories, or a subsidiary of such a body corporate; (g) the regulations exclude (conditionally or unconditionally) a specified class of retail shop leases, (s.4 RCLA). A lease is also excluded from the Act if: (a) in the case of a lease entered into after 1 July 2020 (or a renewal of a lease which lease has been entered into after 1 July 2020): (i) the lease is lodged for registration within the prescribed time (being within 3 months after both parties have executed the lease in the case of a lease, and 2 months after the day on which the lease would, but for the renewal, expire, in the				

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
			case of a a renewal); (ii) it remains registered for the term of the lease (or for the term of the renewed lease as the case may be); and (iii) at the time the lease is lodged for registration, the rent payable exceeds the prescribed threshold (this does not apply for a renewal of lease). (ss.4(3) & 4(4) RCLA). See definition of 'retail shop' below.				

Definition of 'retail premises' / 'retail shop'

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
'Retail premises' means premises, not including any area intended for use as a residence, used wholly or predominantly for the retail sale or hire of goods or services or the carrying on of a business type specified by the Minister, excluding: (a) premises where the occupancy costs (rent, other than percentage rent, plus prescribed outgoings, as estimated by the landlord) exceed $1,000,000 per annum;	'Retail shop' means premises: (a) in a retail shopping centre; or (b) used wholly or predominantly for the carrying on of a retail business, (s.5B RSLA). 'Retail business' is a business prescribed by regulation as a retail business (s.5C RSLA). 'Retail shop lease' excludes: (a) premises with a floor area > 1000m^2 (s.5A(2)(a) RSLA); (b) a retail shop within the South Bank	'Retail premises' means premises that are used wholly or predominantly for 1 or more of the businesses listed in Appendix C of the CPRT or for any business in a shopping centre (cl.1 CPRT). The CPRT does not apply to a lease for retail premises: (a) used wholly or predominantly for a business by a tenant on behalf of a property owner; or (b) within premises in which the principal business carried on is the operation of a business (including	'Retail shop' means business premises: (a) at which goods are sold to the public by retail; (b) at which services are supplied to the public, or to which the public is invited to negotiate for the supply of services; or (c) classified by regulation, (s.3(1) RCLA).	'Retail shop' means premises: (a) in a retail shopping centre used wholly or predominantly for carrying on a business; or (b) not in a retail shopping centre that are used wholly or predominantly for the carrying on of a retail business, but does not include any premises excluded by regulation, (s.3 RSA). The RSA excludes: (a) premises with a lettable area > 1000m^2;	'Retail shop' means premises: (a) used or proposed to be used wholly or predominantly for carrying on of 1 or more Schedule 1 business; or (b) used or proposed to be used for the carrying on of any business in a retail shopping centre, (s.3 and Schedule 1 RLA) The RLA excludes: (a) shops that have a lettable area of 1000m^2 or more; (b) shops that are used wholly or predominantly for	'Retail premises' means premises under a lease where the permitted use is a 'retail business' or if there is no permitted use in the lease, where the crown lease permits a retail business (s.7 LCRA). 'Small commercial premises' means premises with an area not > 300m^2 (dictionary) where the permitted use is for 'commercial business' or if there is no permitted use in the lease, where the crown lease permits a commercial business (s.7 LCRA).	'Retail shop' means premises that are used wholly or predominantly for: (a) the sale or hire of goods by retail or the retail provision of services (whether or not in a retail shopping centre); (b) the carrying on of a business in a retail shopping centre; or (c) the carrying on of a business of a class or description prescribed by the Regulations, (s.5 BTA).

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
(b) premises operated by a tenant on behalf of a landlord; (c) premises leased to a corporation listed on a stock exchange that is a member of the World Federation of Exchanges or its subsidiary; (d) premises of a prescribed kind or used predominantly for the conduct of a business of a prescribed kind or leased to a tenant of a prescribed kind or leased under a prescribed kind of lease, each kind determined by the Minister; (e) premises leased for a term of < 1 year (except that if a tenant remains in possession for > 1 year after 1 May 2003 as a result of a lease being renewed or continued, in which case, the RLA will apply on and from the date upon which the tenant's possession equalled 1 year); (f) premises which are used wholly or predominantly for the retail provision of services, other than premises located: (i) entirely on any 1 or more of the first 3 storeys in a building, excluding any	corporation area if the lease is a perpetual lease or another lease for a term, including renewal options, of at least 100 years, entered into or granted by the South Bank Corporation (s.5A(2)(b) RSLA); (c) premises used wholly or predominantly for the carrying on of a business by a tenant for a landlord as the landlord's employee or agent (for example, centre management offices and information desks) (s.5(A)(2)(c) RSLA); (d) premises in a theme or amusement park, flea market or temporary retail stall at a trade or agricultural show or carnival, festival or cultural event (s.5(A)(2)(d)-(f) RSLA); or (e) areas that, if not leased would be within a common area, if they are used for: (i) information, entertainment, community or leisure facilities; (ii) tele-communications equipment; (iii) an automatic teller machine;	a cinema, bowling alley, skating rink, indoor cricket centre, basketball stadium or netball centre) if the business in the retail premises is carried on by a person who operates the principal business, (cl.2(4) CPRT).		(b) leases where lease is held by a listed corporation or the subsidiary of a listed corporation; (c) leases where lease is held by a body corporate whose securities are listed on a stock exchange outside Australia, that is a member of the World Federation of Exchanges; (d) leases prescribed by the regulations as exempt, (s.3(1) RSA). Exempt leases are: (a) leases held by a body corporate or the subsidiary of a body corporate listed on a stock exchange outside Australia and the external territories that is not otherwise exempt under the Act or the subsidiary of such a body corporate; and (b) leases for the sole purpose of operating an ATM or a vending machine, (r.3AB of the Regulations).	the carrying on of a business by the tenant on behalf of the landlord; (c) shops within premises where the principal business carried on in those premises is the operation of a cinema, bowling alley or skating rink and the shop is operated by the person who operates the cinema, bowling alley or skating rink; (d) premises used only for any one or more of the purposes listed in Schedule 1A (Excluded uses); and (e) a class of business exempt by the Regulations, (s.5 RLA). The excluded uses listed in Schedule 1A include among other things ATMs, car parking (not being car parking provided as part of the business of a car park), signage, some storage and vending machines. The RLA also excludes retail shops that are stalls in markets, unless the market is a permanent retail market (s.6B(1) RLA). A 'permanent retail market' is an assemblage of stalls, styled or described as a market, which are predominantly used for	'Commercial business' means a business not involving sale or hire of goods by retail or the supply of services by retail (s.7 LCRA). 'Retail business' means sale or hire of goods or services by retail or the supply of services by retail (s.7 LCRA).	The BTA excludes: (a) leases for a term of < 6 months without any right for the tenant to extend the lease (by means of an option to extend or renew the lease); (b) leases for a term of 25 years or more (including an option to the tenant to extend or renew the lease); (c) leases entered into before the commencement of this section; (d) leases entered into under an option that was granted, or an agreement that was made before the commencement of this section; (e) a lease of a class or description prescribed by the Regulations to be exempt; (f) a lease that is assigned to another person after the commencement of this section (Part 13 only of the BTA applies to such leases); and (g) a lease which is held over by the tenant after the end of the lease term (Part 13 only of the BTA applies to such leases), (ss.6 & 7 BTA).

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
basement levels; or (ii) in a shopping centre; (g) barristers chambers in some cases; (h) premises which are leased: (i) for a term of at least 15 years (not including options) or under a renewal of lease where the initial term was at least 15 years (not including options); and (ii) under a lease for which: (A) imposes an obligation to carry out substantial works; (B) imposes an obligation to pay for substantial works; or (C) disentitles a person from removing substantial works at lease end; (i) premises that are entirely located within the Melbourne markets being 'market land' as defined by the *Melbourne Market Authority Act 1977* (Vic) and leased or subleased by the Melbourne market Authority;	(iv) a vending machine; (v) displaying advertisements; (vi) storage; or (vii) parking, (s.5(A)(2)(g) RSLA). 'Retail shop lease' excludes premises located in a retail shopping centre if: (a) the premises are not used wholly or predominantly for the carrying on of a retail business; and (b) at the time the lease is entered into, either: (i) if the premises are located on a level of a multi-level building, the retail area of the level is 25% or less of the total lettable area of the level; or (ii) if the premises are located in a single level building, the retail area of the building is 25% or less of the total lettable area of the building, (s.5(A)(3) RSLA). 'Retail area' is the area of the level or building in a retail shopping centre comprising premises used wholly or predominantly for carrying on retail businesses (s.5(A)(4) RSLA).				retail businesses and that operate in a building or permanent structure the sole or dominant use of which (or of the part in which the market operates) is the operation of the market (s.6B(2) RLA). For the purpose of defining 'outgoings' under s.3A(1) of the RLA, 'retail shop building' or 'land' means the building in which the retail shop is located or (in the case of a retail shop in a retail shopping centre) any building in the retail shopping centre, and includes any areas used in association with any such building (s 3A(2) RLA).		

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
(k) leases for a rent of not > $10,000 per annum under which the premises are used: (i) wholly or predominantly for one or more of: (A) public or municipal purposes; (B) charitable purposes; (C) a residence of a practising minister of religion or for the education and training of persons to be ministers of religion; or (D) purposes relating to specific returned services personnel; or (ii) wholly or predominantly by a body that exists for the purposes of providing or promoting community, cultural, sporting, recreational or similar facilities, activities or objectives and that applies its profits in providing its objects and prohibits the	'Total lettable area' is the total lettable area of all the premises of the level or building in a retail shopping centre that are leased or available for lease (s.5(A)(5) RSLA).						

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
payment of dividends or other amounts to its members; (l) tenants who are a body corporate or company or corporation listed on a stock exchange outside Australia or who are a subsidiary of a body corporate or company or corporation listed on a stock exchange outside Australia; and (m) leases under which the premises may be used wholly or predominantly for commercial gain via agricultural, pastoral, horticultural or apicultural activities or other specified farming operations, (ss.4 & 12 RLA and r.6 of the Regulations and Ministerial determinations dated 29 April 2003, 23 April 2004, 20 August 2004, 15 September 2005, 6 October 2014, 12 August 2016 and 29 October 2019).							

Definition of 'retail shopping centre'

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
A cluster of premises: (a) at least 5 of which are retail premises; (b) under common ownership or if leased would have the same landlord or the same head landlord;	A cluster of premises: (a) at least 5 of which are used wholly or predominantly for carrying on retail businesses; (b) under common ownership or if leased would have	A cluster of premises: (a) at least 5 of which are retail premises; (b) which are under a common property owner; (c) which are located in 1 building or	A cluster of premises: (a) at least 5 of which are retail shops; (b) which are all owned by same person, or have the same landlord or head landlord, or comprise lots within	A cluster of premises: (a) at least 5 of which are used for the carrying on of a retail business; and (b) all of which: (i) have or upon being leased would have a	A cluster of premises (not being stalls in a market): (a) at least 5 of which are used wholly or predominantly for the carrying on of 1 or more of the businesses	A cluster of premises: (a) at least 5 of the premises are retail, small commercial or specified premises, or a mixture of those premises;	A cluster of premises: (a) at least 5 of which are used wholly or predominantly for the sale or hire of goods by retail or the retail provision of services;

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
(c) located in 1 building or buildings which are adjoining or separated only by common areas, other areas owned by the landlord or a road; and (d) promoted as or generally regarded as constituting a shopping centre, mall, court or arcade, (s.3 RLA).	the same landlord or the same head landlord or comprise lots within a single community titles scheme under the *Body Corporate Management Act 1997* (Qld); (c) located in 1 building or buildings which are adjoining or separated only by common areas or a road; and (d) promoted as or generally regarded as constituting a shopping centre, mall, court or arcade, (s.5D RSLA).	adjoining buildings; and (d) which are generally regarded as a shopping centre, (cl.1 CPRT).	the same community plan under the *Community Titles Act 1996* (SA), or units within the same plan under the *Strata Titles Act 1988* (SA); (c) which are located in the 1 building or buildings which are adjoining or separated only by common areas or other areas owned by the landlord; and (d) which are promoted as or generally regarded as a shopping centre, mall, court or arcade, (s.3(1) RCLA).	common head landlord; or (ii) comprise lots on a single strata plan under the *Strata Titles Act 1985* (WA), but, if the premises are in a building with 2 or more floor levels, include only those levels of the building where a retail business is situated, (s.3(1) RSA).	specified in Schedule 1; (b) which are owned by the same person or have the same landlord or the same head landlord or comprise lots within a single strata plan; (c) which are located in the 1 building or in 2 or more conjoined buildings; and (d) which are promoted as or generally regarded as a shopping centre, mall, court or arcade, (s.3 RLA).	(b) under common ownership or which have the same landlord or the same head landlord or comprise lots within a single strata plan managed by a single person/entity; (c) which are located in the 1 building or conjoined; and (d) which are promoted as or generally regarded as a shopping centre, mall, court or arcade, (s.8 LCRA). A group of premises may be prescribed to be a shopping centre (s.8 LCRA).	(b) under common ownership or if leased would have the same landlord or the same head landlord or comprises lots within a single units plan under the *Units Titles Act 2001* (NT); (c) located in 1 building or buildings which are adjoining or separated only by common areas or other areas owned by the landlord; and (d) promoted as or generally regarded as constituting a shopping centre, mall, court or arcade, (s.5 BTA).

Definition of 'entered into'

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
On the first to occur of: (a) the tenant enters into possession; (b) the tenant beginning to pay rent for the premises; and (c) all parties signing the lease or assignment, (s.7 RLA).	The earliest of: (a) all parties signing the lease; (b) the tenant entering into possession; and (c) the tenant beginning to pay rent (other than as a deposit to secure the premises), (s.11 RSLA). 'Entered into' for an assignment of lease means when the landlord has consented to the assignment (s.5 RSLA).	No provision.	The earliest of: (a) both parties executing the lease; (b) a person entering into possession under the lease; and (c) a person beginning to pay rent as tenant under the lease or proposed lease but not advance payments to secure the lease, (s.6 RCLA).	When either of the following things happen: (a) the tenant takes possession or begins to pay rent; or (b) all parties sign the lease, (s.3(4) RSA).	The earlier of: (a) the tenant taking possession or beginning to pay rent; and (b) all parties signing the lease, (s.8(1) RLA).	The earlier of: (a) the tenant taking possession under the lease; or (b) all parties signing the lease, (s.5 LCRA).	The earlier of: (a) the tenant taking possession or beginning to pay rent; and (b) all parties signing the lease, (s.10 BTA).

VIC	QLD	TAS	SA	WA	NSW	ACT	NT

Application to the Crown

Act binds the Crown (s.14 RLA).	Act binds the Crown (s.10 RSLA). Sections 22A, 22D & 46 do not apply in relation to a 'government lease'. A 'government lease' is a retail shop lease for which the State, Commonwealth, another State or a local government is the tenant (s.20B RSLA).	*Australian Consumer Law (Tasmania) Act 2010* (Tas), under which the CPRT is taken to have been made, binds the Crown so far as the Crown carries on a business (s.14 *Australian Consumer Law (Tasmania) Act 2010* (Tas)).	The Act binds the Crown as landlord (other than as set out below in sub-paragraph (b)). The Act does not apply if: (a) the Crown is the tenant, namely, if the tenant is the Crown or an agency or instrumentality of the Crown in the right of the State, another State or Territory or the Commonwealth (s.4(2)(d)(iii-iv) RCLA); or (b) in respect of a lease entered into after 1 July 2020, the Crown or local council is the landlord and the tenant is of a class specified by the regulations (s.4(2)(g) RCLA).	The Act binds the Crown (s.5 RSA).	Act binds the Crown (s.83 RLA).	No specific provision. However, the Act does not bind the Crown (s.12(6)(b) LCRA).	Act binds the Crown (s.4 BTA).

Lease must be in writing

Leases must be in writing and signed by the parties. Fine: 10 penalty units (s.16 RLA).	No provision.	No provision. However, it is implicit in other provisions of the Code that there will be a written lease: see for example (cl.5 CPRT).	No provision.	No provision.	No provision. However, the RLA contemplates that retail shop leases may be oral or in writing or partly oral and partly in writing (s.3 RLA).	No provision.	No provision.

Copy of proposed lease

Must be provided to the tenant: (a) at the commencement of	Must be provided to the tenant at least 7 days before a new retail	Must be provided as early as practicable in the negotiations (cl.5 CPRT).	Must be provided to a prospective tenant by the landlord, or a person acting on behalf	No separate requirement to give a copy of the proposed lease, but a copy must	Must be available in written form for inspection by prospective tenants as	Must be provided as early as practicable in the negotiations (s.28 LCRA). Does not apply	Must be available in written form for inspection by prospective tenants

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
lease negotiations; and (b) at least 14 days before a new retail premises lease is entered into, including particulars of the tenant, the rent and the term of the proposed lease. Fine: 50 penalty units (ss.15(1) & 17(1) RLA). Not required at the commencement of negotiations for renewals (s.15(2) RLA). If the proposed lease given to the tenant contains any changes to the previous copy of the lease given to the tenant, the landlord must notify the tenant of the changes when the proposed lease is given to them. Fine: 50 penalty units for natural persons, 250 penalty units for body corporates (s.17(1B) RLA). For new leases, if the landlord gives the tenant the disclosure statement and proposed lease less than 14 days before the lease is entered into, the term of the lease is taken to commence 14 days after the disclosure statement and proposed lease are given to the tenant (s.17(1C) RLA). If a copy of the proposed lease is not given 14 days before the new lease is entered into, the tenant	shop lease is entered into (s.21B(1) RSLA). Not required be provided for renewals under an option (s.21B(3) RSLA). If a copy of the draft lease and a disclosure statement is not given 7 days before a new lease is entered into, the tenant may: (a) terminate the lease by notice in writing within 6 months after entering into the lease, and (b) claim reasonable compensation for any loss or damage suffered because of non-compliance, (s.21F RSLA).	A person must not make an offer to lease or invite an offer to lease unless the person has a copy of the proposed lease available for inspection by a prospective tenant (cl.5 CPRT).	of the landlord, who offers, invites offers or advertises that a retail shop is for lease, as soon as negotiations commence. Maximum penalty: $8,000 (s.11(1) RCLA). The copy of the proposed lease does not need to include the particulars of the tenant, the rent or the term of the lease.	be given with disclosure statement to satisfy the requirements of providing the disclosure statement (s.6 RSA).	soon as they enter into negotiations (s.9 RLA). Maximum penalty: $5,500 (s.9 RLA).	where tenant provides the lease (s.28 LCRA).	and a copy must be available to any prospective tenant as soon as they enter into negotiations (s.17 BTA).

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
may terminate the lease by notice in writing up to 28 days after the last of: (a) the tenant receiving a copy of the proposed lease; (b) the tenant receiving a copy of the disclosure statement; or (c) the lease being entered into, (ss.17(5) & 17(6) RLA). A notice of termination under s.17(5) is effective 14 days after notice given unless the landlord gives the tenant notice of objection (s.18 RLA). A landlord may object to a notice of termination if: (a) the landlord believes it acted honestly and reasonably and ought fairly to be excused; and (b) the tenant is substantially in as good a position, (s.18(2) RLA). If the tenant does not accept the notice of objection, the matter is subject to dispute resolution procedures of the RLA (s.18(3) RLA). If: (a) the tenant accepts the objection; (b) the tenant does not notify the landlord within 14 days of							

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
whether or not it accepts it; or (c) the objection is upheld under the dispute resolution procedures of the RLA, the lease will not terminate (s.18 RLA).							

Disclosure statement by landlord

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
Must be in the form (but not necessarily the layout) set out in the Regulations (s.17(1)(a) RLA). Must be provided: (a) for new leases of retail premises, at least 14 days before the lease is entered into (s.17(1) RLA); (b) for option leases, at least 21 days before the end of the current lease if the tenant has exercised its option (s.26(1) RLA); (c) for renewals by agreement, no later than 14 days after an agreement to renew lease is entered into (s.26(1) RLA); and (d) if a lease for < 1 year is renewed or extended so that the tenant is in continuous occupation for 1 year or more, 60 days after the Act begins to apply to the lease (being the day upon which the tenant has	Must be in the approved form (but not necessarily the layout) and contain the information set out in the Regulations insofar as that information is relevant to the lease (ss.5 & 21F(3) RSLA). Must be provided to the tenant (together with a copy of the draft lease) at least 7 days before a new retail shop lease is entered into ('prescribed disclosure date') (s.21B(1) RSLA). It is sufficient if, before the tenant enters into the new lease: (a) the landlord gives the tenant the disclosure statement; and (b) the tenant gives the landlord a waiver notice and, unless a major lessee, a legal advice report in respect of the legal meaning and effect of the waiver, (s.21B(2) RSLA). 'Waiver notice' for a new lease, is a written notice signed by the tenant stating that the	Must contain information set out in Appendix B of the CPRT and be signed by or on behalf of the property owner and prospective tenant. Must be provided at least 7 days before the earliest of: (a) the signing of a written lease; (b) the signing of a written agreement for lease; (c) the tenant entering into occupation; and (d) the paying of rent by the tenant, (cl.6 CPRT).	Must be provided in a form complying with the regulations, containing the information set out in s.12 RCLA and signed by or on behalf of the landlord. Must be provided before a retail shop lease is entered into. Maximum penalty: $8,000 (s.12(1) RCLA). Must be served on the tenant by: (a) personal service; (b) leaving it at the tenant's usual or last known place of residence or business, or (if the tenant is a company), its registered office, with someone apparently over the age of 16; (c) post; (d) fax or email; or (e) any other manner prescribed by the regulations. The tenant or the tenant's agent must within 14 days of being served with the disclosure statement, return a signed acknowledgement of	Must be in the form prescribed by the Regulations (s.6(4) RSA). Must be provided at least 7 days before the lease is entered into (s.6(1) RSA). Must be duly completed and signed by or on behalf of the landlord and the tenant and must contain a statement notifying the tenant that they should seek independent legal advice (s.6(4) RSA). Not required to be given: (a) on a renewal of a retail shop lease under an option; or (b) on assignment of a retail shop lease, (s.6(6) RSA).	Must contain the information set out in Schedule 2 of the RLA. Must be provided at least 7 days before a new retail shop lease is entered into. If the retail shop lease is renewed, a written statement that updates the provisions of an earlier disclosure statement must be given to the tenant. The statement is to be in the form of or substantially to the same effect as the prescribed form in Schedule 2. Part B is to be completed by the tenant. Failure by a landlord to supply a disclosure statement may incur a maximum penalty of $5,500 (ss.11 & 11A & Part 1 of Schedule 2 RLA). Before requiring the consent of the landlord to a proposed assignment, the tenant must provide the assignee with a copy of any disclosure statement given to the	Must be in the form prescribed (s.31 LCRA) but the form in use before 1 July 2002 was acceptable until 1 January 2003. Must be provided at least 14 days before a lease is entered into or renewed (s.30 LCRA) but the tenant may waive or reduce the period after independent lawyer's advice. Waiver of the 14 day grace period is provided by way of a Waiver Certificate pursuant to s.30(5) LCRA. Under s.30(5) a lawyer must certify that the tenant understands the time limits in which a disclosure statement is to be provided and chooses to waive or reduce those time limits. If the landlord becomes aware of a material change in the information in a disclosure statement before the lease is entered into, the landlord must quickly	Must be in the form (but not necessarily the layout) prescribed by the Regulations. Must be provided to the tenant at least 7 days before the retail shop lease is entered into. The 7 day limitation imposed does not apply to the landlord if an independent lawyer certifies in writing that he or she has explained to the tenant the effect of this section and that the giving of the certificate will result in a waiver of the time limitation (s.19 BTA).

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
been in occupation for 1 year) (s.12(3)(b)(i) RLA). For new leases, if the landlord gives the tenant the disclosure statement and proposed lease less than 14 days before the lease is entered into, the term of the lease is taken to commence 14 days after the disclosure statement and proposed lease are given to the tenant (s.17(1C) RLA). For renewals, the disclosure statement must set out any changes to the previous disclosure statement given to the tenant in respect of the lease (s.26(2)(a) RLA). Must be provided in respect of an assignment by a tenant, together with details of any changes that are known of or ought reasonably to be known of by the tenant, to a proposed assignee before requesting the landlord's consent for an assignment (s.61(3) RLA). A tenant who has been given a disclosure statement concerning a head-lease is only required to give a sub-tenant a copy of that disclosure statement, together with details of any changes that are known of or ought reasonably to be known to the tenant (s.17(1A) RLA).	tenant agrees to waive the landlord's obligation to give a disclosure statement by the prescribed disclosure date (s.21B(4) RSLA). For the purposes of complying with s.21B RSLA, in respect of a sublease of a retail shop lease: (a) a sub-landlord may request a disclosure statement from the head landlord which must be provided within 28 days (at the sub-landlord's cost) and updated to the date it is given; and (b) the sub-landlord must give a head landlord disclosure statement that is updated to a date no > 2 months before the date the statement is given and a written statement detailing any matters of which it is aware or could reasonably be aware that affect the information in the disclosure statement to the sub-tenant, (s.21C RSLA). For the purposes of complying with s.21B RSLA, in respect of a licence to occupy and use, for the carrying on of a franchise business, a retail shop: (a) a franchisor may		receipt of the disclosure statement to the landlord or the landlord's agent (s.12(4) RCLA). The landlord is not required to issue a disclosure statement in respect of a renewal of a lease (ss.11(3) & 12(1a) RCLA).		tenant together with details of any changes that have occurred since it was given to the tenant (s.41(c) RLA). The tenant is entitled to request the landlord to provide the tenant with a copy of the updated disclosure statement and if the landlord fails to provide the updated disclosure statement it is sufficient compliance for the tenant instead to provide the landlord's disclosure statement completed to the best of the tenant's knowledge (but with current rather than estimated outgoings) (s.41(e) RLA). A landlord's disclosure statement may be amended by agreement (in writing) before or after the lease is entered into, and such amendment has effect from the date specified in the agreement (s.11(6) RLA). A tenant is not liable to pay any amount to the landlord in respect of any outgoing unless the liability to pay the amount was disclosed in the landlord's disclosure statement. Any estimate of outgoings which was greater than the actual amount will be reduced unless there was a reasonable basis for the estimate (s.12A RLA). This only applies to leases entered into after 1 July	notify the tenant of the change in writing (s.34 LCRA). The tenant must return the disclosure statement signed and dated (with the date that the tenant received the disclosure statement) on the earlier of: (a) return of signed lease; and (b) 3 months after the lease is entered into, (s.32 LCRA). Before requesting the consent to an assignment, the tenant must provide a prospective assignee a copy of the disclosure statement given to the tenant together with any material change that has happened in the information since it was given to the tenant (s.93 LCRA).	

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
If a tenant has been given a disclosure statement before entering into an agreement for lease, a further disclosure statement is not required to be given before the lease is entered into provided that the lease is in accordance with the earlier agreement for lease (s.17(7) RLA). If requested by a tenant, a new disclosure statement must be provided by the landlord within 14 days of the tenant requesting one for the purpose of giving it to a proposed assignee (s.61 RLA). Must be provided in respect of a franchise by a tenant to the proposed franchisee together with details of any changes that are known of or ought reasonably to be known to the tenant, within 7 days before entering into a franchise arrangement (s.96 RLA). Adopted the national form of disclosure statement effective 1 January 2011. Replaced the national form of disclosure statement with separate statements to be used for: (a) new leases of premises located in a 'retail shopping centre' (see	request a disclosure statement from the head landlord which must be provided within 28 days (at the franchisor's cost) and updated to the date it is given; and (b) the franchisor must give a head landlord disclosure statement that is updated to a date no > 2 months before the date the statement is given and a written statement detailing any matters of which it is aware or could reasonably be aware that affect the information in the disclosure statement, (s.21D RSLA). In respect of a renewal of lease under an option, a current disclosure statement must be provided by the landlord within 7 days after receiving the tenant's exercise of option (unless the tenant gives the landlord a waiver notice at the same time) (s.21E RSLA). 'Waiver notice' for a renewal of lease is a written notice signed by the tenant stating that the tenant agrees to waive the landlord's obligation to give a disclosure statement (s.21E(5) RSLA).				2017 (Schedule 3 Part 7 cl.39(1) RLA).		

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
definition of 'retail shopping centre' on page 13); (b) new leases of premises not located in a 'retail shopping centre'; and (c) 'renewals' of leases, effective 22 April 2013 (r.8 and Schedules 1-4 of the Regulations). The statements for new leases are similar but not identical to the national form. Note that 'renewal' is narrowly defined as a renewal of lease: (a) under an option; or (b) by agreement on substantially the same terms and conditions except as to rent, (s.9(1) RLA).	A tenant may withdraw its exercise of option within 14 days of receiving the current disclosure statement (whether or not the renewed lease period has commenced) (s.21E(4) RSLA). In respect of an assignment of a lease, must be provided by the landlord to the assignee at least 7 days before an assignment of lease is entered into ('prescribed disclosure date') (s.22C(1) RSLA). It is sufficient if, before the assignee enters into the assignment: (a) the landlord gives the assignee the disclosure statement; and (b) the assignee gives the landlord a waiver notice and, unless a 'major lessee', a legal advice report in respect of the legal meaning and effect of the waiver, (s.22C(2) RSLA). 'Waiver notice' for an assignment of lease is a written notice signed by the assignee stating that the assignee agrees to waive the landlord's obligation to give a disclosure statement by the prescribed disclosure date (s.22B(4) RSLA). Adopted the national form of disclosure						

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
	statement effective 1 January 2011.						

Termination rights arising from failure to deliver a disclosure statement or delivery of a defective disclosure statement

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
If not given a disclosure statement in respect of a new lease or a renewal within the prescribed time, the tenant may between 7 and 90 days after the lease is entered into give the landlord a written notice that no statement has been received (ss.17(2) & 26(3) RLA). If a notice is given, the tenant: (a) may withhold rent until the day on which a disclosure statement is provided; (b) is not liable to pay rent for the period before which the disclosure statement is provided; and (c) may terminate the lease until 7 days after the disclosure statement is provided, (ss.17(3) & 26(4) RLA). If the statement is misleading, false or materially incomplete, the tenant may terminate the lease by written notice within 28 days after the last of: (a) receiving a copy of the disclosure statement; (b) in respect of new leases, receiving a	If not given a copy of the draft lease and a disclosure statement at least 7 days before entering into a lease (including a sublease, licence and renewed lease under option), the tenant may: (a) terminate the lease by notice in writing within 6 months after entering into the lease; and (b) claim reasonable compensation for any loss or damage suffered because of non-compliance, (s.21F RSLA). A disclosure statement is a 'defective statement' if it is incomplete or contains information that is false or misleading in a material particular (s.21F(2) RSLA). However, a disclosure statement is not a defective statement merely because it omits information that is irrelevant to the lease or its layout does not comply with that of the approved form (s.21F(3) RSLA). A tenant can not terminate the lease because a disclosure statement is a defective statement if:	The tenant has no specific right to terminate if a disclosure statement contains false or misleading information. However, a property owner must notify a tenant in writing of any material change in the information in the disclosure statement that occurs after the disclosure statement is given to the tenant but before the earlier of: (a) the lease being signed; and (b) the tenant entering into possession of the premises. If the property owner fails to give the notification, or the notification contains false or misleading information, the tenant may terminate the lease by notice in writing at any time within 3 months of the lease's commencement. Termination will occur on the day that notice is given. A property owner may contest the termination on grounds set out in cl.7(5) of the CPRT. The property owner may contest a notice of termination by invoking the dispute resolution procedures	If a disclosure statement is not given in accordance with s.12(1) of the RCLA or is materially false or misleading at the time it is given, the tenant may apply to the Magistrates Court for orders: (a) avoiding the lease in whole or in part; (b) varying the lease; (c) requiring the landlord to repay monies; (d) requiring the landlord to pay compensation; and/or (e) dealing with incidental or ancillary matters, (s.12(5) RCLA). Such orders cannot be made if the landlord has acted honestly and reasonably and ought reasonably to be excused and the tenant has not been substantially prejudiced (s.12(6) RCLA).	If a disclosure statement is not given in respect of a retail shop lease within the prescribed time the tenant may, in addition to any other rights: (a) within 6 months after the lease was entered into, give the landlord written notice of termination; and/or (b) apply in writing to the Tribunal for an order that the landlord pay compensation to the tenant in respect of pecuniary loss suffered by the tenant as a result of a disclosure statement not being given, (s.6(1) RSA). If a disclosure statement given to a tenant is incomplete or contains false or misleading information, the tenant may, in addition to any other rights: (a) within 6 months after the lease was entered into, give the landlord written notice of termination unless s.6(3) prevents termination; and/or (b) apply in writing to the Tribunal for an	The tenant may terminate a retail shop lease by notice in writing at any time within 6 months after entering into a lease, if a disclosure statement: (a) was not given; (b) was incomplete; or (c) contained materially false or misleading information. The tenant cannot terminate if the disclosure statement is incomplete or contains information that is materially false or misleading but: (a) the landlord acted honestly and reasonably and ought reasonably to be excused for the failure concerned; and (b) the tenant is in substantially as good a position as the tenant would have been if the failure had not occurred, (s.11 RLA). If the tenant terminates the lease on the basis of the landlord's failure to provide a disclosure statement within the required time, or because it is incomplete or contained materially	If a disclosure statement is not properly given, is misleading in a material way or omits a material matter, the tenant may terminate the lease by giving 14 days' notice within 3 months of the date the lease is entered into (ss.117 & 118 LCRA). If the landlord does not contest a termination notice within 14 days after the notice was served on the landlord, the notice takes effect 15 days after service (s.120 LCRA). The landlord may within 14 days after being served with a termination notice, contest the termination by application to the Magistrates Court. However, the only grounds for contesting termination are: (a) if the landlord acted honestly and reasonably and ought reasonably to be excused for doing the thing that constituted the ground for termination; and (b) the tenant is substantially in as good a position as the tenant would have been in had	The tenant may terminate a lease by notice in writing at any time within 6 months after entering into a lease, if a disclosure statement: (a) was not given; (b) was incomplete; or (c) contained materially false or misleading information. The tenant cannot terminate if the landlord's disclosure statement is incomplete or contains information that is materially false or misleading if: (a) the landlord acted honestly and reasonably and ought reasonably to be excused for the failure concerned; and (b) the tenant is in substantially as good a position as the tenant would have been if the failure had not occurred, (s.20 BTA).

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copy of the proposed lease; and (c) the lease being entered into or renewed, (ss.17(5) & 6(5) RLA). A notice of termination under ss.17(3) or (5) or ss.26(4) or (5) is effective 14 days after notice given unless the landlord gives the tenant notice of objection (ss.18 & 26(6) RLA). A landlord may object to a notice of termination if: (a) the landlord believes it acted honestly and reasonably and ought fairly to be excused; and (b) the tenant is substantially in as good a position (s.18(2) RLA). If: (a) the tenant accepts the objection; (b) the tenant does not notify the landlord within 14 days of whether or not it accepts it; or (c) the objection is upheld under the dispute resolution procedures of the RLA, the lease will not terminate (ss.18(3) & (4) RLA).	(a) the landlord acted honestly and reasonably in giving the disclosure statement; and (b) the tenant is in substantially as good a position as tenant would be if the disclosure statement was not a defective statement, (s 21F(4) RSLA). If the landlord fails to give a disclosure statement under the RSLA and the relevant lease or assignment is entered into, a retail tenancy dispute exists (and, for example, the tenant may within a 2 month period apply to QCAT for an order that the landlord give the disclosure statement to the tenant) (s.22E RSLA).	in Part 4 of the CPRT (cl.7(6) CPRT). If the property owner successfully challenges a notice of termination, the notice is taken never to have been served (cl.7(7) CPRT).		order that the landlord pay compensation to the tenant in respect of pecuniary loss suffered by the tenant as a result of the disclosure statement being incomplete, false or misleading, (s.6(1) RSA). However, a tenant cannot terminate under s.6 on the ground that the tenant was given an incomplete, false or misleading disclosure statement if: (a) the landlord acted honestly and reasonably and ought reasonably to be excused for the failure concerned; and (b) the tenant is in substantially as good a position as the tenant would have been if the statement had been complete, not false and/or not misleading, (s.6(3) RSA).	false or misleading information, the tenant is entitled to recover its costs reasonably incurred in connection with entering the lease (including fit-out) (s.11(2A) RLA). The Tribunal has power to order the rectification of a landlord's disclosure statement (s 72AB RLA).	the landlord not done the thing, (s.119 LCRA). If a termination notice is contested: (a) the notice does not have effect unless it is confirmed by the Magistrates Court; and (b) if the notice is confirmed, the notice has effect on a day stated by the court or else on confirmation, (s.121 LCRA).	

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Further documents to be provided to tenant

An information brochure about retail leases (if any is prescribed) must be given to the tenant at the commencement of lease negotiations. Fine: 50 penalty units (s.15 RLA). An information brochure has been prescribed.	No provision.	A copy of the CPRT must be provided to the tenant as early as practicable in the negotiations (cl.5(2) CPRT).	A copy of the information brochure (if any) about retail shop leases published by the Small Business Commissioner must be provided to a prospective tenant at the same time as the copy of the proposed lease is provided. Maximum penalty: $800 Expiation fee: $120 (s.11(2) RCLA). If the landlord of a retail shopping centre has a casual mall licence policy, a copy of the policy and the casual mall licensing code must be given to a new tenant at the same time as the disclosure statement (Schedule RCLA). (See further section below, entitled 'Casual Mall Licences').	A retail shop lease must incorporate a tenant guide in the form prescribed by the Regulations and located in the prescribed position, which is currently at the front of the lease (ss.6A(1) & (4) RSA). Essentially the Tenant Guide is a summary of the tenant's rights under the RSA. If a retail shop lease does not incorporate the tenant guide, the tenant may, in addition to exercising any other right: (a) within 60 days after the retail shop lease is entered into, give to the landlord written notice of termination; and/or (b) apply in writing to the Tribunal for an order that the landlord pay compensation to the tenant in respect of pecuniary loss suffered by the tenant as a result of the failure to incorporate the tenant guide, (s.6A(1) RSA). A notice of lease termination under s.6A(1) is effective 14 days after notice is given (s.6A(2) RSA). In addition to the rights above, the tenant may	A retail tenancy guide prescribed by the Regulations must be made available to a prospective tenant at the commencement of lease negotiations (s.9 RLA). Maximum penalty: $5,500 (s.9 RLA).	The landlord must tell the tenant about the existence of the approved handbook as early as possible in negotiations (s.35 LCRA).	No provision.

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				after expiry of the 60 day period, apply in writing to the Tribunal for an order that the retail shop lease be terminated (s.6A(1) RSA). A tenant guide is not required to be included: (a) on a renewal of a retail shop lease under an option; or (b) on assignment of a retail shop lease, (s.6A(6) RSA).			

Disclosure statements by tenant

If premises will continue to be used for the carrying on of an ongoing business following an assignment, the tenant must give any assignee a disclosure statement in the form required by the Regulations (s.61(5A) RLA). In this case, if a disclosure statement is provided, the tenant and any guarantor are released upon assignment (s.62 RLA). Effective 22 April 2013, the form of the disclosure statement is prescribed by r.8(3) of the Regulations. Previously there was no form prescribed.	A disclosure statement must be given by the tenant (other than a franchisee) to the landlord at least 7 days before a tenant enters into a lease (s.22A RSLA). If the tenant is the State, Commonwealth, another State or a local government, a disclosure statement need not be given (s.20B RSLA). Disclosure statement must be in the approved form and contain the information set out in the Regulations (s.5 RSLA). An assignee must give a disclosure statement to the assignor before the landlord is asked to consent to the assignment (s.22B(2) RSLA). In respect of an assignment of a lease,	No provision.	There is no requirement for the tenant to serve a disclosure statement upon the landlord at the time of entering into the lease. In relation to a tenant's (assignor's) disclosure statement at the time of assigning the lease see further section below entitled 'Assignment, subletting'.	No provision.	The tenant must complete, sign and provide to the landlord a disclosure statement (in the form or to the effect of the form contained in Part B of Schedule 2) within 7 days of receiving the landlord's disclosure statement (or within any agreed further period)(s.11A RLA). Failure by a tenant to supply a disclosure statement may incur a maximum penalty of $5,500 (s.11A & Part 2 of Schedule 2 RLA). If the tenant assigns a retail shop lease in conjunction with the use of the shop for the conduct of an ongoing business, in order for the tenant to avoid ongoing liability to the landlord, at least 7 days before the assignment of a lease:	No provision.	The tenant must complete, sign and provide to the landlord a disclosure statement (in the form prescribed by the Regulations, but not necessarily the layout) within 7 days of receiving the landlord's disclosure statement (or within any agreed further period). If a lease is entered into by way of renewal, a tenant's disclosure update that updates the earlier tenant's disclosure statement must be completed, signed and provided to the landlord (s.21 BTA).

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	a disclosure statement must be provided by the assignor to the assignee at least 7 days before the earlier of: (a) the day on which the assignee enters into an agreement for sale of the assignor's business carried on from the retail shop; and (b) the day the landlord is asked to consent to the assignment ('prescribed disclosure date'), (s.22B(1) RSLA). An assignor must give the landlord a copy of the disclosure statement given to the assignee on the day the landlord is asked to consent to the assignment (s.22B(3) RSLA). It is sufficient if, before the dates above in (a) and (b): (a) the assignor gives the assignee a disclosure statement and a copy of the current lease; and (b) the assignee gives the assignor a waiver notice, (s.22B RSLA). 'Waiver notice' for an assignment of lease is a written notice signed by the assignee stating that the assignee agrees to waive the assignor's obligation to give a disclosure statement and a copy				(a) the assignor must provide the assignee an updated landlord's disclosure statement; (b) the assignor must provide the assignee an assignor's disclosure statement (in the form or to the effect of the form contained in Part A of Schedule 2A); and (c) the assignor must provide the landlord a copy of the assignor's disclosure statement together with a disclosure confirmation signed by the assignor and the assignee (in the form or to the effect of the form contained in Part B of Schedule 2A), (s.41A RLA).		

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	of the current lease at least 7 days before the dates above in (a) and (b) and, if the assignee is not a 'major lessee', a lawyer has given the assignee advice about the legal meaning and effect of the waiver (s.22B(4) RSLA). If the assignee is not a major lessee, a waiver notice signed by the assignee is valid and effective even if a lawyer has not given the assignee advice about the legal meaning and effect of the waiver (s.22B(1B) RSLA). If any of the relevant parties fail to give a disclosure statement under the RSLA and the assignment is entered into, a retail tenancy dispute exists (and, for example, an assignor may within a 2 month period apply to QCAT for an order that the assignee give the disclosure statement) (s.22E RSLA). If a tenant, an assignor or assignee makes a false or misleading statement or representation in a disclosure statement, the disclosing person is liable to pay the affected person reasonable compensation for loss or damage suffered (s.43A RSLA).						

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Other information to be supplied by tenant

No provision.	A financial and legal advice report must be provided by a tenant (other than a franchisee) or assignee, who is not a 'major lessee', to the landlord before a lease or assignment is entered into (s.22D RSLA). A 'major lessee' is a tenant of 5 or more retail shops in Australia (s.5 RSLA). If the tenant is the State, Commonwealth, another State or a local government, it is not required to give a financial or legal advice report (s.20B RSLA). A financial advice report must be in the approved form containing the information set out in the Regulations and signed by a person who is a 'qualified accountant' as defined in the *Corporations Act 2001* (Cth) (s.5 RSLA). A legal advice report must be in the approved form, signed by a lawyer, stating that the lawyer has given the tenant or assignee advice about the legal meaning and effect of the lease or assignment, the disclosure statement and the waiver notice (if applicable) and containing the information set out in	No provision.	No provision.	No provision.	No provision.	No provision.	No provision.

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
	the Regulations (s.5 RSLA). If the tenant or assignee fails to give a financial and/or legal advice report, the landlord may (within 2 months after the lease or assignment was entered into) apply to QCAT for an order requiring the tenant or assignee to provide the relevant report (s.22E RSLA).						

Copy executed lease

A tenant must be given a copy of lease signed by the landlord within 28 days, or such other period as is agreed in writing between the landlord and tenant, of the landlord receiving a copy of the lease signed by the tenant (s.22 RLA). If copy lease not given, the tenant may terminate up to 28 days of the last of: (a) entering into lease; or (b) tenant receiving a copy of the lease signed by the landlord and tenant, (s.22(2) RLA). Notice of termination effective 14 days after the notice is given (s.22(3) RLA). A landlord may object to a notice of termination within 14 days if:	A tenant must be given a certified copy of the signed lease within 30 days of the lease being signed by the parties (s.22 RSLA).	A tenant must be given a fully executed copy of the lease as soon as practicable after it is signed by the tenant (cl.11 CPRT). There is no right of termination if the tenant does not receive a copy of the lease.	If the lease is not to be registered, the tenant must be given an executed copy of the lease within 1 month of the lease being returned to the landlord, its lawyer or agent following the tenant's execution (s.16(a) RCLA). If the lease is to be registered, the landlord must: (a) lodge the lease for registration within 1 month of the landlord, its lawyer or agent receiving the executed lease from the tenant; and (b) provide the tenant with an executed copy of the lease and confirmation of registration within 1 month of registration, (s.16(b) RCLA).	No provision.	The landlord must provide the tenant with an executed copy of the lease within 3 months after the lease is returned to the landlord (or the landlord's lawyer or agent) following its execution by the tenant (s.15(1) RLA). The 3 month period can be extended for delays attributable to the need to obtain consent from a head landlord or mortgagee (being delay not due to any failure by landlord to make reasonable efforts to obtain consent) (s.15(2) RLA). For leases entered into prior to 1 July 2017, this period is 1 month (unless otherwise varied)(Schedule 3 Part 7 cl.40 RLA).	A tenant must be given an executed copy of the lease within 21 days of registration or, if lease is not to be registered, within 21 days after the lease is signed by the landlord and tenant (s.25 LCRA). There are no express statutory repercussions for non compliance with s.25 LCRA.	If the lease is not to be registered, the tenant must be given an executed copy of the stamped lease within 1 month of the lease being returned to the landlord or the landlord's lawyer after stamping. If the lease is to be registered, it must be lodged within 1 month of stamping and the tenant must receive their copy within 1 month of registration. The periods specified above can be extended for delays attributable to the need to obtain consent from a head landlord or mortgagee (s.25 BTA).

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(a) the landlord believes it acted honestly and reasonably and ought fairly to be excused; and (b) the tenant is substantially in as good a position, (s.22(4) RLA). If: (a) the tenant accepts the objection; (b) the tenant does not notify the landlord within 14 days of whether or not it accepts it; or (c) the objection is upheld under the dispute resolution procedures of the RLA, the lease will not terminate (s.18(3)-(4) RLA).							

Notification/registration of lease

Prior to 21 November 2012 a landlord was required to notify the Small Business Commission, within 14 days of a lease being signed by all parties or renewed (or within such other period as was agreed between the landlord and the Small Business Commission) of basic specified lease details (s.25 RLA and r.9 of the Regulations). This requirement was abolished by the *Retail Leases Amendment Act 2012* (Vic).	A lot or part of a lot may be leased by registering an instrument of lease for the lot or part of the lot (s.64 *Land Title Act 1994* (Qld) ('LTA')). A landlord holds its interest in a lot subject to any registered interests affecting the lot (ie leases) (s.184 LTA). The landlord will not be affected by actual or constructive notice of an unregistered interest affecting the lot. However, under s.185 LTA, a landlord will	There is no requirement under the CPRT to register a lease under the *Land Titles Act 1980* (Tas) ('LTA'). A lease for a term exceeding 3 years may be registered under the LTA. A lease for a term not exceeding 3 years is not registrable under LTA. As a matter of practice, most leases in respect of retail premises in shopping centres are not registered. In Tasmania, an unregistered lease exceeding 3 years	The lease need not be notified to any body or tribunal. There is no requirement for any lease to be registered.	A lease for a term > 3 years may be registered under s.91 of the *Transfer of Land Act 1893* (WA). There are no circumstances in which a lease must be registered.	A retail shop lease for >3 years, or which the parties have agreed is to be registered, must be lodged for registration within 3 months of being returned to the landlord following execution by the tenant (s.16 RLA). The 3 month period is to be extended for delays attributable to the need to obtain consent from a head landlord or mortgagee (being delays not due to any failure by the landlord to make reasonable efforts to	A lease may be registered under s.82 of the *Land Titles Act 1925* (ACT) (s.23 LCRA).	The lease need not be notified to any body or tribunal. There is no requirement for any lease to be registered.

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	hold its interest subject to any 'short leases' in existence. Schedule 2 LTA defines 'short lease' to mean a lease for a term of 3 years or less (but will not extend to any option to renew or extension of the term under that lease), (s.185(2)(b) LTA). A lease executed after registration of a mortgage of a lot will be valid against the mortgagee only if the mortgagee consents to the lease before its registration (s.66 LTA). An unregistered lease of a lot or part of a lot is not invalid merely because it is unregistered (s.71 LTA).	takes effect in equity only (s.40(3)(d)(iii) LTA).			obtain consent) (s.16(2) RLA). For a tenant to have indefeasibility of title, any lease for a term of > 3 years must be registered (s.41(d) of the *Real Property Act, 1900* (NSW)).		

Key money

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'Key money' means money paid or benefit given by a tenant by way of, or in the nature of, a premium to procure the grant, variation, renewal, assignment or subleasing of a lease, where there is no true consideration (s.3 RLA). A landlord may not seek or accept the payment of: (a) key money; or (b) any consideration for goodwill. Fine: 50 penalty units (s.23(1) RLA).	'Key money' means money paid or benefit given to, or at the direction of, the landlord to procure the grant, renewal or assignment of a lease (s.5 RSLA). Landlord cannot seek or accept key money or any consideration for goodwill. Maximum penalty: 100 penalty units (s.39(1) RSLA). Any payment made can be recovered (s.39(3) RSLA).	'Key money' means money paid or benefit given by a tenant to procure the grant, renewal, extension or assignment of a lease (cl.1 CPRT). Key money must not be required (cl.9(1) CPRT). However, the prohibition does not apply to a property owner and a proposed assignee agreeing to a new lease or a rent review, refurbishment or refitting (cl.9(3) CPRT). Penalty: $1,300 (r.4 of the Regulations). Any payment made can be	Landlord cannot seek or accept payment of a 'premium' in connection with the grant of a retail shop lease. 'Premium' means money paid, or a benefit given, to or as directed by the landlord or its agent in connection with the grant, renewal or assignment of a lease. Any provision of a retail shop lease is void to the extent it requires payment of a premium. Maximum penalty: $15,000.	'Key money' means: (a) money that is to be paid by, or at the request or direction of, a tenant; or (b) any benefit that is to be conferred by, or at the request or direction of, a tenant, by way of a premium or something of a like nature in consideration of the granting of, or agreeing to grant a lease or the renewal of a lease or the consenting to an assignment of a lease or the subletting of premises the subject of a lease (s.3 RSA).	'Key money' means: (a) money paid to or at the direction of a landlord, by way of a premium, non-repayable bond or otherwise; or (b) any benefit conferred at the direction of a landlord to procure the granting, renewal, extension or assignment of a retail shop lease, (s.3 RLA). The landlord cannot seek or accept key money in connection with the granting of:	'Key money' means any money paid by or on behalf of a tenant to a landlord, other than rent, goodwill for a business sold by the landlord to the tenant, a security bond or deposit, money on account of outgoings, money in relation to preparation of documents, or money for goods or services to be provided to the tenant (dictionary). Payment by the tenant of key money, and requests for or acceptance by the landlord of key money, is prohibited.	'Key-money' means money paid or benefit given by a tenant by way of premium or something of a like nature to procure the grant, renewal, extension or assignment of a retail shop lease (s.5 BTA). The landlord cannot seek or accept key-money. Any payment made can be recovered from the landlord as a debt (s.24 BTA).

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Any payment made can be recovered (s.23(4) RLA).		recovered (cl.9(2) CPRT).	Any premium paid made can be recovered (s.15(2)(b) RCLA).		(a) a retail shop lease (s.14 RLA); (b) a consent to assignment of a retail shop lease (s.40 RLA); or (c) a renewal or extension of a retail shop lease (s.45 RLA). Maximum fine: $11,000 (ss.14, 40 & 45 RLA). Any key money payment made by the tenant can be recovered by the tenant as a debt owing by the landlord (s.14 RLA).	The prohibition extends to a grant of lease, renewal, extension of lease under an option, assignment, sublease and mortgage of lease. Any payment made by the tenant can be recovered as a debt owing by the landlord (s.38 LCRA).	

Rent reviews

A lease must specify the: (a) time rent reviews are to occur; and (b) basis or formula on which rent reviews will be made, (s.35(1) RLA).	A lease must specify the: (a) time rent reviews are to occur; and (b) basis on which rent reviews will be made, (s.27(1) RSLA). For leases entered into after 30 April 1999, other than in the first 12 months of a lease, a rent review is invalid if it occurs > once every 12 months (ss.27(2) & 27(3) RSLA). If a rent review is invalid because it occurred within 12 months of the previous review, the rent remains the same (s.27(7)(a) RSLA).	A lease must state the method by which the rent is to be reviewed on each occasion (cl.12(1) CPRT).	A lease must not provide for a change to base rent within 12 months of: (a) the lease being entered into; or (b) any previous change to that rent, unless the change is by a specified amount or percentage (s.22(2) RCLA).	A rent review provision is void unless the lease specifies a single basis on which the review is to be made (s.11(1) RSA). Unless specific provision is made in the retail shop lease for the time at which a market review may be initiated, a party may not > 3 months before the date on which the market review is to be carried out and not > 6 months after that date, initiate the review by notice in writing (s.11(2)(b) RSA).	A lease must not provide for a change to base rent within 12 months of: (a) the lease being entered into; or (b) any previous change to that rent, unless the change is by a specified amount or percentage (s.18(2) RLA).	If rent is to be reviewed the lease must state the date of each rent review or provide a mechanism by which the rent is to be reviewed (s.50 LCRA). A lease must not provide for a change in rent more frequently than once every 12 months after the first anniversary of the lease (s.47 LCRA). However, note exceptions in s.47(2) LCRA.	A lease must specify the: (a) time rent reviews are to occur; and (b) basis or formula on which rent reviews will be made, (s.28(1) BTA).

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A rent review may only be made on the basis of 1 of: (a) a fixed percentage; (b) an independently published index of prices or wages; (c) a fixed annual amount; (d) current market rent; or (e) a basis permitted by the Regulations (none permitted to date), (s.35(2) RLA).	A rent review may only be made on the basis of 1 of: (a) a fixed percentage; (b) an independently published index of prices, costs or wages; (c) a fixed actual amount; (d) the premises' current market rent; (e) a basis permitted by the Regulations; or (f) for leases entered into after 1 July 2000, a single basis formed by a combination of the above bases (other than current market rent), (s.27(5) RSLA). For leases entered into from 3 April 2006: (a) rent may also be reviewed to the average base and turnover rent paid over previous years (s.27(5) RSLA); and (b) nothing prevents a lease limiting the amount by which the rent may be increased (s.27(10) RSLA).	A rent review may only be made on the basis of 1 of: (a) a fixed percentage; (b) CPI (All Groups Hobart) or other agreed CPI issued by the Australian Bureau of Statistics; (c) a fixed amount; (d) current market value rent; or (e) in accordance with an agreed formula (other than a formula that involves a combination of any 2 or more of the methods in paragraphs (a), (b) or (d)), (cl.12(2) CPRT).					A rent review may only be made on the basis of 1 of: (a) a fixed percentage; (b) an independently published index of prices or wages; (c) a fixed annual amount; (d) current market rent; or (e) a basis permitted by the Regulations, (s.28(2) BTA).
A rent review clause that does not specify how the review is to be made is void (s.35(6) RLA). If a clause is void, the rent is to be as agreed or, failing agreement within 30 days, as determined by a valuer appointed	For leases entered into after 1 July 2000, if a rent review provision is invalid for any other reason, the rent will be calculated on a single basis chosen by the tenant from the bases specified in the lease (s.27 RSLA).	A provision in a lease is invalid if it permits any 1 adjustment of the rent by reference to > 1 of the permitted methods or if it reserves a discretion to apply > 1 of the methods (cl.12(4) CPRT).	A provision of a lease is void if it: (a) reserves to a party a discretion as to which of 2 or more methods of calculating a change of base rent is to apply;	A provision in a retail shop lease purporting to preclude the increase or reduction of that market rent or to limit the extent to which that market rent may be increased or reduced is void (s.11(2)(c) RSA).	A provision of a lease is void if it: (a) reserves to a party a discretion as to which of 2 or more methods of calculating a change of base rent is to apply;	Discretionary rent review clauses are void (s.46 LCRA). A discretionary rent review clause is a clause that: (a) has the effect of reserving to a party a discretion as to	A rent review clause that does not specify how the review is to be made is void (s.28(6) BTA). If a clause is void, the rent is to be as agreed or, failing agreement within 30 days, as determined by a valuer appointed

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by the Small Business Commission. The valuer's fees must be jointly borne by the landlord and tenant (s.35(7) and (8) RLA). A rent review must be conducted as early as practicable within the time provided by the lease. If the landlord has not initiated the review within 90 days after the end of that time, the tenant may initiate the review (s.35(5) RLA).		A provision in a lease is invalid if it allows an adjustment to be made to the rent during the first 12 months of the lease or more frequently than 12 monthly intervals after the first anniversary of the commencement of the lease (cl.12(5) CPRT).	(b) reserves to a party a discretion as to whether rent is reviewed on a review date; or (c) provides for rent to be changed to the higher of 2 or more methods of calculating a change of base rent, (s.22(3)(c) RCLA).		(b) reserves to a party a discretion as to whether rent is reviewed on a review date; or (c) provides for rent to be changed to the higher of 2 or more methods of calculating, (s.18(3) RLA).	which of 2 or more methods of calculating a change in rent is to apply; (b) provides for rent to change in accordance with whichever of 2 or more methods of calculating the changes would result in the highest rent; (c) has the effect of reserving to a party complete discretion about the rate of rent to apply; (d) has the effect of preventing, or gives a party power to prevent, a decrease in rent, (dictionary LCRA).	by the Commissioner of Business Tenancies. The valuer's fees must be jointly borne by the landlord and tenant (ss.28(7) & (8) BTA). A rent review must be conducted as early as practicable within the time provided by the lease. If the landlord has not initiated the review within 90 days after the end of that time, the tenant may initiate the review (s.28(5) BTA).
A rent review clause must not preclude or limit a rent reduction on a market review (s.35(3) RLA).	For leases entered into after 4 April 2011, a 'ratchet rent provision' in a retail shop lease is void. A 'ratchet rent provision' means any provision to the extent that it: (a) prevents the rent from decreasing under a rent review; (b) limits or specifies the amount by which rent may decrease under a rent review; or (c) prevents or allows the avoidance of a rent review, for the purpose of preventing or limiting the amount of a rent decrease, (s.36A RSLA).	A provision in a lease which prohibits a decrease in rent is invalid (cl.12(8) CPRT).	A provision preventing rent from decreasing is void (s.22(4) RCLA).	A provision in a retail shop lease purporting to preclude the increase or reduction of that market rent or to limit the extent to which that market rent may be increased or reduced is void (s.11(2)(c) RSA).	If a provision provides for a change to base rent in a way that has the potential to cause that rent to decrease, it is void to the extent that it: (a) prevents or enables the landlord or any other person from preventing the decrease; or (b) limits or specifies, or allows the limitation or specification of, the amount by which the base rent is to decrease, (s.18(4) RLA).		A rent review clause must not preclude, limit or prevent a rent reduction (s.28(3) BTA) but this does not apply to rent review clause by a fixed percentage, independently published index or a fixed annual amount (s.28(4) BTA).

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	For leases entered into from 3 April 2006, if: (a) the tenant is a 'major lessee' (s.5 RSLA); (b) before the tenant enters into the lease the tenant gives the landlord written notice that the tenant agrees that the prohibitions and restrictions under the RSLA (ss.27(2)-(7)) do not apply in relation to the lease; and (c) the lease provides for the timing and basis for each review, then: (a) the prohibition on > 1 rent review per year (other than the first year); (b) the prohibition on reviewing rent using > 1 basis; and (c) the restriction on the type of permissible rent reviews, do not apply (ss.27(8) & 36A(3) RSLA). For leases entered into from 3 April 2006, s.27(9) RSLA makes it clear that an adjustment of rent to allow the recovery of GST or a rent concession are not treated as rent reviews.						

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'Current market rent' (if a market rent is be used as the basis of a rent review) is taken to be the rent obtainable at the time of the review in a free and open market for the premises between a willing landlord and a willing tenant in an arm's length transaction having regard to the: (a) lease terms; (b) rent that would reasonably be expected to be paid for the premises if they were unoccupied and to be used for a substantially similar use; (c) the landlord's outgoings payable by the tenant; and (d) rent concessions and other benefits offered to prospective tenants of unoccupied retail premises, but not taking into account the tenant's goodwill or its fixtures and fittings (s.37(2) RLA). If landlord and tenant cannot agree on current market rent, a valuation must be carried out by specialist retail valuer appointed by agreement between the parties or, failing agreement, by the Small Business Commission (s.37(3) RLA).	Current market rent (if to be used as a basis of a rent review) is the rent obtainable if the shop were unoccupied and available for the same or a substantially similar use, calculated on the basis of gross rent less outgoings and determined on an 'effective rent basis' which takes into account all associated advantages and disadvantages under arrangements made between the parties that reflect the net consideration from the tenant to the landlord under the lease and associated arrangements (s.29 RSLA). In determining the current market rent, the specialist retail valuer must: (a) not have regard to the value of the goodwill of the tenant's business or the tenant's fixtures and fittings; and (b) have regard to the terms and conditions of the lease and submissions and responses from the landlord and tenant about the market rent of the shop, (s.29(1) RSLA). Current rent may be as agreed or, failing agreement within 1 month, as determined by a specialist retail	Market value rent means a rent determined in accordance with the principles set out in Appendix A to the CPRT (cl.13 CPRT). If a lease provides for a market value adjustment of the rent, the tenant may write to the property owner asking the property owner to state the amount which the property owner believes is the market value rent for the premises at the date the adjustment is due (cl.13(4) CPRT). The tenant's request is to be given to the property owner no < 4 months and no > 6 months before the date on which the adjustment is due (cl.13(2) CPRT). If the tenant makes the request, or the property owner wishes to adjust the market value rent, the property owner must give the tenant written notice of the amount the property owner believes would be the market value rent no < than 3 months before the date on which the adjustment is due. If the property owner does not give the notice, the property owner may not seek the adjustment (cl.13(5) CPRT).	Current market rent is the rent that, having regard to the terms of the lease and other relevant matters, would be reasonably expected for the shop if it were unoccupied and offered for renting for the permitted use set out in the lease. In relation to a current market rent review: (a) the value of the tenant's goodwill and the tenant's fixtures and fittings is to be ignored; (b) if the parties do not agree on the rent, either party can require the appointment of an independent valuer to undertake the assessment of current market rent; (c) the independent valuer must give detailed reasons for the determination, specifying the matters taken into account; and (d) the parties must pay the valuer's costs equally, (s.23(1) RCLA).	If a retail shop lease provides for a market rent review then that market rent shall be taken to be the rent obtainable at the time of that review in a free and open market as if, all the relevant factors, matters or variables used in proper land valuation practice having been taken into account, that the retail shop was vacant and let on similar terms contained in the current retail shop lease and is not to take into account the value of: (a) the goodwill of the business carried on in the retail shop; (b) any stock, fixtures or fittings in the retail shop that are not the property of the landlord; or (c) any structural improvement or alteration of the retail shop carried out, or paid for, by the then current tenant, (s.11(2)(a) RSA). If landlord and tenant cannot agree on market rent, the question shall be resolved either by: (a) a licensed valuer agreed to by each of the parties; or (b) 2 licensed valuers, 1 appointed by the landlord and 1 of whom is appointed by the tenant, (s.11(3) RSA).	Current market rent (if used as the basis of a rent review) means rent that would reasonably be expected to be paid for the shop as between a willing landlord and tenant in an arm's length transaction where the parties are acting knowledgeably, prudently and without compulsion, determined on an effective rent basis, having regard to the following matters: (a) the provisions of the lease; (b) the rent that would reasonably be expected to be paid for the shop if it were unoccupied and offered for renting for the same or a substantially similar use; (c) the gross rent, less the landlord's outgoings payable by the tenant; (d) rent concessions and other benefits that are frequently or generally offered to prospective tenants of unoccupied retail shops, (s.31(1)(a) RLA). Current market rent does not include the value of goodwill created by the tenant's occupation or the value of the tenant's fixtures and fittings on the retail	'Current market rent' (if used as the basis of a rent review) is the amount that could reasonably be expected to be paid in rent for vacant possession of the premises on the open market if: (a) the premises were let by a willing but not anxious landlord to a willing but not anxious tenant; (b) both parties acted knowledgeably and prudently; (c) the permitted use is taken into consideration; (d) the amount is worked out in accordance with the considerations specified in Schedule 1, (Schedule 1 LCRA). If landlord and tenant cannot agree on current market rent either party may ask the Magistrates Court to refer a dispute to mediation if the parties cannot agree within 14 days after either party tells the other party that it disputes the proposed rent. If mediation does not work or if the Magistrates Court is of the view it would not be productive then they must appoint a valuer to work out the current market rent (s.52 LCRA).	'Current market rent' (if a market rent is to be used as the basis of a rent review) is taken to be the rent obtainable at the time of the review in a free and open market for the premises between a willing landlord and a willing tenant in an arm's length transaction having regard to the: (a) lease terms; (b) rent that would reasonably be expected to be paid for the premises if they were unoccupied and to be used for a substantially similar use; (c) the gross rent less the landlord's outgoings payable by the tenant; and (d) rent concessions and other benefits offered to prospective tenants of unoccupied retail premises, but not taking into account the tenant's goodwill or its fixtures and fittings, (ss.29(1)(a) & (b) BTA). If landlord and tenant cannot agree on current market rent, a valuation must be carried out by a specialist retail valuer appointed by agreement between the parties or, failing agreement, by the Commissioner of

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	valuer agreed upon by the landlord and tenant, or otherwise appointed by the chief executive (s.28 RSLA).			If : (a) the 2 valuers fail to reach an agreement on rent to be paid; or (b) a party has not acted to agree to appoint a valuer or appointed his own valuer and the leave of the Tribunal has been obtained, a party may refer the issue to the Tribunal for determination, (s.11(5) RSA).	shop premises, (s.31(1)(a) RLA).		Business Tenancies (s.29(1)(c) BTA).
	The valuer must advise the landlord and tenant that either of the parties may give the valuer a submission about the current market rent by a stated date decided by the valuer ('submission date'). The submission date must not be < 14 days after the valuer is agreed or appointed. If a party does not give a submission to the valuer by the submission date, the party is taken to have not made a submission. If a party gives a submission to the valuer it must also give a copy of the submission to the other party by the submission date. The other party who receives a copy may give a written response by a stated date specified by the valuer which is reasonable in the circumstances. If the party does not give a	Within 21 days of receiving the property owner's notice, the tenant must notify the property owner that the tenant: (a) agrees with the rent proposed; (b) does not agree with the rent proposed but wishes to negotiate the rent; or (c) requires the rent to be determined in accordance with cl.21 of the CPRT, (cl.13(6) CPRT).		A landlord must assist in determining the rent payable as a result of the review by responding within 14 days of written notice of a request from a valuer and give the valuer such relevant information as is requested, including any of the following information about leases for comparable retail shops in the same building or retail shopping centre: (a) current rental for each lease (b) rent free periods or any other form of incentive; (c) recent or proposed variations of any lease; (d) outgoings for each lease; and (e) any other prescribed information , (s.11(3B) RSA).	If a landlord and tenant cannot agree on the actual amount of current market rent, the amount is to be determined by valuation carried out by a specialist retail valuer appointed by the parties, or failing agreement, by the Registrar (s.31 RLA). The parties to the lease are to pay the costs of a valuation by a specialist retail valuer in equal shares (s.31(1)(f) RLA).		

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	response by that response date, the party is taken to have not made a response (s.28A RSLA).			If the landlord fails to comply with a request under s.11(3B) without reasonable excuse, the valuer must inform the tenant of the landlord's failure to comply and the tenant may apply to the Tribunal for an order that the landlord comply with the request made under s.11(3B) (s.11(3C) RSA)			
	The valuer must give a determination within 1 month after the latest of: (a) being asked to make the determination; (b) the submission date; (c) if a submission is made, the response date; or (d) if the landlord is to give the valuer information, when the landlord gives the information, (s.32 RSLA). The landlord and tenant must each pay to the valuer one half of the valuer's fees (s.34 RSLA). A valuer's determination of current market rent must state in writing: (a) the location of the leased shop; (b) the matters taken into consideration (s.31(1) RSLA); (c) detailed reasons for the determination;	If the tenant does not give the notice within 21 days, the rent proposed by the property owner is the rent payable by the tenant from the date the adjustment is due (cl.13(7) CPRT). The property owner and the tenant may agree the market rent at any time before the adjustment is due. If the property owner and tenant cannot agree on the market rent payable either may initiate an independent valuation in accordance with cl.21 at any time before the adjustment is due (cl.14(2) CPRT).					

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	(d) whether the current market rent includes GST; and (e) if the rent does include GST, the GST amount, (s.31(2) RSLA).						
'Specialist retail valuer' means in the case of a valuation of: (a) retail premises located in a shopping centre, a valuer having not < 5 years' experience in valuing retail premises located in regional or sub-regional shopping centres; or (b) any other retail premises, a valuer having not < 5 years' experience in valuing retail premises, (s.3 RLA). A landlord must, within 14 days of a request, provide the valuer with information to assist in valuation. Fine: 50 penalty units (s.37(4) RLA).	'Specialist retail valuer' means a person whose name is recorded on the list of specialist retail valuers kept under the *Valuers Registration Act 1992* (Qld) (s.5 RSLA). A landlord must, within 14 days of a request, provide the valuer with information to assist in valuation (s.30 RSLA). If the landlord does not give the information to the valuer, the valuer must give the tenant written notice of the landlord's failure within 7 days (s.30(2) RSLA). If the tenant is given such a notice, a retail tenancy dispute exists between the landlord and the tenant (s.30(3) RSLA).	An independent valuation is initiated by the appointment of valuers in accordance with cl.21(3). An independent valuation is to be made: (a) by a valuer selected by both parties; (b) by 2 valuers, 1 being selected by each party; or (c) (if the valuers cannot agree on a valuation or if a party fails to select a valuer) by a third valuer appointed by the Director of Consumer Affairs after consulting with President of the Institute of Valuers and Land Economists. However, the Director cannot appoint a valuer unless requested by the property owner or the tenant and the parties agree that the valuer's decision is binding (cl.21(4) CPRT). The effect of these provisions appears to be that there can be no market value adjustment of the rent where the tenant: (a) does not agree to the rent proposed	If the landlord and the tenant do not agree the quantum of the current market rent, an independent valuation is initiated by the appointed of a person agreed between the parties, or failing agremeent, appointed by the person for the time being holding or acting in the office of the Chair of the South Australian State Committee of the Australian Property Institute Limited (or the holder of such other office representing property interests in the State prescribed by the regulations) (s.23(1)(c) RCLA).		'Valuer' means a person who is competent in retail and commercial market rental valuations (dictionary LCRA). If requested by the valuer, a landlord must provide information about any relevant concessions it has given to another tenant. The landlord is not required to provide information that is otherwise readily available to the valuer (s.59 LCRA). Each party has a right to make a submission in relation to the valuation (Schedule 1 LCRA).	'Specialist retail valuer' means a valuer having not < 5 years' experience in valuing retail shops (s.5 BTA). A landlord must, within 14 days of a request, provide the valuer with information to assist in valuation (s.29(1)(e) BTA).

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		by the property owner; (b) requires the rent to be determined by an independent valuation; (c) fails to select a valuer; and (d) does not agree that the decision of a valuer appointed by the Director is binding, (cl.21(4) CPRT). Each party is to pay the costs of the valuer it selects. The costs of a third valuer are to be shared evenly. The Code is silent as to who pays the costs of a valuer appointed by both parties - presumably these costs would also be shared evenly (cl.21(6) CPRT).					

Turnover rent

Turnover does not include: (a) discounts allowed in the usual course of business; (b) losses on resale or disposal of goods purchased as trade-ins; (c) uncollected, written off credit accounts; (d) payments for goods or services which are refunded; (e) refunded instalments for cancelled lay-bys;	Turnover does not include: (a) discounts allowed in the usual course of business; (b) losses on resale; (c) uncollected, written off credit accounts; (d) payments for goods or services which are refunded; (e) refunded deposits and instalments; (f) instalment amounts refunded for cancelled lay-bys;	Turnover does not include: (a) discounts allowed in the usual course of business; (b) losses on resale; (c) uncollected/written off credit accounts; (d) payments for goods or services which are refunded; (e) refunded deposits and instalments; (f) finance charges associated with credit to customers (other than commission on credit or store cards);	Turnover does not include: (a) discounts allowed in the usual course of business; (b) losses on resale or disposal of items purchased from customers in the usual course of business; (c) uncollected, written off credit accounts; (d) payments for goods or services which are refunded; (e) refunded deposits and instalments for lay-bys, hire	Turnover does not include: (a) discounts allowed in the usual course of business; (b) losses on resale; (c) uncollected written off credit accounts; (d) payments for goods or services which are refunded; (e) refunded instalments for cancelled lay-bys; (f) purchase, receipt or similar taxes (including GST); (g) delivery charges;	Turnover does not include: (a) discounts allowed in the usual course of business; (b) losses on resale; (c) uncollected, written off credit accounts; (d) payments for goods or services which are refunded; (e) refunded deposits and instalments; (f) finance charges associated with credit to customers (other than commission on credit or store cards);	Turnover does not include: (a) any loss incurred in the resale/disposal of goods reasonably purchased in the ordinary course of business from a customer as a trade-in; (b) deposits / instalments for lay-by, hire purchase or credit sale that are refunded; (c) refund proceeds on a transaction;	Turnover does not include: (a) any loss incurred in the ordinary course of business; (b) deposits / instalments for lay-by or hire purchase that are refunded; (c) refunds if the proceeds have been included as part of turnover; (d) service, finance or interest charges on provision of credit to customers; (e) goods exchanged between stores;

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(f) purchase, receipt or similar taxes (including GST); (g) delivery charges; (h) goods exchanged between stores; (i) returns to shippers, wholesalers or manufacturers; (j) sales of tenant fixtures and fittings; (k) lottery ticket sales; or (l) any amount which the parties agree to exclude, (s.33(4) RLA).	(g) taxes (including GST) imposed at point of sale/hire; (h) delivery charges; (i) goods exchanged between stores; (j) returns to shippers, wholesalers or manufacturers; (k) sale of fixtures and fittings; (l) sales made on a commission basis (for example, lottery sales, postage stamp sales, public transport ticket sales, telephone card sales) (other than commissions), (s.9 RSLA).	(g) purchase receipts or similar taxes; (h) delivery charges; (i) goods exchanged between shops; (j) returns to shippers, wholesalers or manufacturers; (k) sale of fixtures and fittings; (l) lottery sales (other than commissions), (cl.15(1) CPRT).	purchase or credit sales; (f) service, finance or interest charges payable to a financier in connection with the provision of credit to customers (other than commission on credit or store cards); (g) delivery charges; (h) goods exchanged between shops; (i) returns to shippers, wholesalers or manufacturers; (j) sale of fixtures and fittings; (k) the sale of lottery tickets and similar tickets (other than commission on those sales); (l) amounts of a prescribed class; or (m) the net amount paid on account of GST, (s.24(1) RCLA).	(h) goods exchanged between stores; (i) returns to shippers, wholesalers or manufacturers; (j) sales of tenant fixtures and fittings; or (k) lottery ticket sales, (s.7(4) RSA).	(g) delivery charges; (h) goods exchanged between stores; (i) returns to shippers, wholesalers or manufacturers; (j) sale of fixtures and fittings; (k) lottery sales; (l) the amount payable as GST; (m) the amount of revenue from online transactions (other than where the goods or services concerned are delivered or provided from or at the retail shop or where the transaction takes place at the retail shop), (s.20(1) RLA). Turnover does include: (a) gross takings; (b) gross receipts; (c) gross income; and (d) similar concepts, (s.20(4) RLA).	(d) interest charges on provision of credit to customers; (e) returns to wholesalers or manufacturers; (f) proceeds of sale of the tenant's fixtures and firings after their use in the conduct of the tenant's business ; (g) discounts allowed to customers; (h) write offs; (i) GST and purchase, receipt or similar taxes; (j) delivery charges; (k) proceeds of goods sold on consignment; (l) the price of merchandise exchanged between tenant's premises if done only for convenience and not for a concluded sale made at the premises; and (m) lottery sales (other than commissions), (s.64 LCRA).	(f) returns to shippers, wholesalers or manufacturers; (g) proceeds from sale of fixtures and fittings; (h) discounts allowed to customers; (i) write offs; (j) amounts payable as GST; (k) delivery charges; and (l) lottery sales (other than commissions), (s.32(1) BTA).
If turnover rent is payable the tenant must give the landlord: (a) within 14 days of the end of each month (unless longer period allowed by the lease), a statement of turnover for that period; and (b) within 28 days after the end of each lease year (unless longer period			If underpayment or overpayment of rent occurs (because actual turnover differs from projected or presumed turnover) rent must be adjusted within 1 month after: (a) the tenant requests such adjustment from the landlord in writing; and (b) provides the landlord with information	If turnover rent is payable the tenant must give the landlord: (a) within 14 days of the end of each month (unless the lease allows longer), a statement of turnover for that month; and (b) within 42 days after the end of each calendar year or each financial year	If underpayment or overpayment of turnover rent occurs (because actual turnover differs from projected or presumed turnover) the turnover rent must be adjusted within 1 month after: (a) the tenant requests such adjustment from the landlord in writing; and (b) provides the landlord with	Adjustments are to be made to turnover rent, but not > once every 12 months unless otherwise agreed (s.63 LCRA). The landlord may charge a combination of base rent and turnover rent (s.61 LCRA). The landlord cannot ask for turnover figures unless the lease	If underpayment or overpayment of rent occurs (because actual turnover differs from projected or presumed turnover) rent must be adjusted within 1 month after: (a) the tenant requests such adjustment from the landlord in writing; and (b) provides the landlord with information

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
allowed by the lease) and at the termination or assignment of the lease, a statement of turnover for the expired period supported by an auditor's statement, (s.33(2) RLA).			reasonably required by the landlord to make the adjustment. A tenant may request an adjustment only once in the first 12 months of the lease term and thereafter at intervals of not less than 12 months (unless the lease provides otherwise) (s.24 RCLA).	of the business, and at termination a statement of turnover of the business certified by an accountant to truly and accurately represent the turnover of the business, (s.7(2)(b) RSA). The landlord may engage an accountant to audit turnover figures. The landlord must bear audit costs except where audit discloses turnover is understated during relevant period by > 5% (s.7(3) RSA). If a retail shop lease contains a provision to the effect that the rent is to be determined in whole or in part by reference to turnover and: (a) the tenant did not, by notice in writing in the prescribed form given to the landlord before the provision was included in the lease, elect that the rent be so determined; and (b) the tenant, by notice in writing to the landlord, objects to the rent being so determined, the provision is void from the date the tenant gave notice (s.7(1) RSA). A turnover rent provision is void if it does not specify the	information reasonably required to make the adjustment. A tenant may request an adjustment only once in the first 12 months of the lease term and thereafter at intervals of not < 12 months (unless the lease provides otherwise)(s.20(3) RLA). A tenant cannot be required to provide the landlord with information concerning turnover from online transactions (other than for transactions where the goods or services concerned are delivered or provided from the shop or which took place in the shop), and the provisions of the lease are void to the extent that they purport to require that information (s 47 RLA).	provides for rent to be worked out by reference to turnover (s.129 LCRA).	reasonably required to make the adjustment. A tenant may request an adjustment only once in the first 12 months of the lease term and thereafter at intervals of not < 12 months (unless the lease provides otherwise) (ss.32(2) & (3) BTA).

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				formula by which the amount of rent is to be determined (s.7(2) RSA). Where a turnover rent provision is void, the rent shall be as agreed between the parties or determined by the Tribunal (s.7(5) RSA).			

Early termination for failure to achieve turnover

A lease cannot provide for early termination by a landlord on the grounds that a shopping centre tenant has failed to achieve specified sales or turnover performance (s.73 RLA).	No provision.	A lease cannot provide for early termination by a landlord on the grounds that a shopping centre tenant has failed to achieve specified sales or turnover performance (cl.36 CPRT).	A lease cannot provide for early termination by a landlord on the grounds that a shopping centre tenant has failed to achieve specified sales or turnover performance (s.58 RCLA).	No provision.	A lease cannot provide for early termination by a landlord on the grounds that a shopping centre tenant has failed to achieve specified sales or turnover performance (s.58 RLA).	A provision in a shopping centre lease that allows the landlord to terminate for inadequate sales or turnover is void (s.142 LCRA).	A lease cannot provide for early termination by a landlord on the grounds that a shopping centre tenant has failed to achieve specified sales or turnover performance (s.73 BTA).

Turnover rent – confidentiality

Turnover figures for tenants of retail shopping centres are confidential and cannot be divulged except: (a) with the tenant's consent; (b) as part of a centre's aggregate sale figures in a way which does not disclose the turnover of a particular tenant; (c) to a court, tribunal or the Small Business Commission; (d) to comply with any Act; (e) to the landlord's professional advisers; or (f) to a mortgagee; or	A tenant is not required to provide turnover figures to the landlord unless required under the terms of the lease. Turnover figures are confidential and cannot be divulged except: (a) as part of a centre's aggregate sale figures; (b) to a court, mediator or tribunal; (c) to the landlord's professional advisers; (d) to a valuer employed under RSLA; or (e) to a prospective purchaser or mortgagee (or adviser thereof), (s.26(2) RSLA).	If a lease does not oblige the tenant to pay turnover rent, turnover figures cannot be required (cl.10(6) CPRT). A property owner cannot disclose turnover figures except: (a) with the tenant's consent; (b) as part of a centre's aggregate sale figures; (c) to a court/arbitrator in the course of any mediation or valuation under the CPRT or a lease; (d) to comply with the CPRT; (e) in good faith to the property owner's legal or financial	If a lease does not oblige the tenant to pay turnover rent, the landlord cannot require the tenant to disclose its turnover figures. Maximum penalty: $1,500 (s.24(5) RCLA). The landlord of a shopping centre cannot disclose turnover figures except: (a) with the tenant's consent; (b) as part of a centre's aggregate sale figures in a way which does not disclose the turnover of a particular tenant; (c) to a court/arbitrator or for the purposes of any mediation or	A provision in a retail shop lease that: (a) obliges the tenant to furnish, or permit the landlord or his agent to gather, figures or statements relating to the turnover of the business; or (b) entitles the landlord, to be furnished with figures or statements relating to the turnover of the business, is void unless the figures or statements are required for the purpose of determining rent either in whole or in part by reference to turnover (s.8(1) RSA).	A landlord of a shopping centre cannot disclose turnover figures except: (a) with the tenant's consent; (b) as part of a centre's aggregate sale figures; (c) to a court/arbitrator or for the purposes of any mediation or valuation under the RLA or the retail shop lease; (d) to comply with any Act; (e) to the landlord's professional advisers or to the proper officer of any financial institution; or (f) to a prospective purchaser of the	The landlord of a shopping centre cannot disclose turnover figures except: (a) with the tenant's consent; (b) as part of a centre's aggregate sale figures; (c) to a court or tribunal; (d) for a mediation, a hearing or valuation for the LCRA; (e) as required by law; (f) to the landlord's professional advisers or to the proper officer of any financial institution; or (g) to a prospective purchaser of the shopping centre. (s.129 LCRA).	A landlord of a shopping centre cannot disclose turnover figures except: (a) with the tenant's consent; (b) as part of a centre's aggregate sale figures; (c) to a court/ Commissioner of Business Tenancies or for the purposes of any mediation or valuation under the BTA or the lease; (d) to comply with any Act; (e) to the landlord's professional advisers or to the proper officer of any financial institution; or

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(g) to a prospective purchaser. Penalty: 20 penalty units (ss.65 & 67 RLA).	If confidentiality is breached, compensation must be paid as agreed or, failing agreement, as determined under the dispute resolution provisions and/or a fine may be payable (s.26(5) RSLA).	advisers or to a proper officer of a financial institution; (f) to a prospective purchaser of the retail premises, (cl.10(7) CPRT).	valuation under the RCLA or the lease; (d) to comply with any Act; (e) to the landlord's professional advisers or to the proper officer of a financial institution; or (f) to a prospective purchaser of the shop or centre, Maximum penalty: $15,000 (s.51 RCLA).		retail shop or the building which it forms part. It is an offence if a landlord contravenes this section. Maximum fine: $2,200 (s.50 RLA).		(f) to a prospective purchaser of the retail shop. It is an offence if a landlord contravenes this section (s.66 BTA).

Minimum term

Term of a lease (including options) must be at least 5 years (s.21(1) RLA). If a lease for <5 years is granted, the term is deemed to extend for 5 years (s.21(4) RLA). Minimum 5 year term does not apply if: (a) tenant obtains a certificate from the Small Business Commission and gives the certificate to the landlord; (b) lease is a renewal; or (c) lease is a sublease (in which case the term must be 1 day < the term of the head lease), (s.21 RLA). If the term of a lease is extended to the statutory minimum and no provision is made in the lease for a review of the rent payable in respect of the extended	No minimum term. If a retail shop lease does not contain an option, the landlord must between 6 and 12 months before the lease ends (or for leases of a year or less, between 3 and 6 months before the lease ends), give the tenant notice: (a) offering a renewal or extension on the terms in the notice; or (b) telling the tenant that the landlord does not intend to offer a renewal or extension, (s.46AA RSLA). The offer cannot be revoked for 1 month (s.46AA(3) RSLA). If the landlord fails to notify the tenant, before the lease expires the tenant may give written notice to the landlord requiring an extension of the lease until	Term of a lease must be at least 5 years (cl.10(3) CPRT). However, a lease may be for a term of < 5 years if the prospective tenant's legal adviser gives a certificate verifying that the legal adviser has explained to the tenant the effect of a reduced lease period (cl.10(4) CPRT).	Term of a lease (including options) must be at least 5 years (s.20B RCLA). Minimum 5 year term does not apply if: (a) the lease is a short term lease for a fixed term of 6 months or less; (b) the lease is as a result of holding over after the termination of an earlier lease; (c) the lease contains a certified exclusionary clause (see further section below entitled, 'Certified exclusionary clause'); (d) the tenant has been in possession of the shop for at least 5 years; (e) in the case of a sublease, the lease term is as long as	Term of a lease (including options) must be at least 5 years (s.13(1) RSA). Minimum 5 year term does not apply if: (a) the lease term is 6 months or less; (b) tenant occupied the premises as a retail shop for a period ending immediately before the commencement of the current term and the aggregate of that prior period of occupation and the option term (if any) totals 5 years or longer; (c) the lease is a sublease and renewal for a term longer than the option term, would be inconsistent with the head lease; or (d) the tenant obtains an order from the Tribunal that an option of renewal	No minimum term for leases entered into after 1 July 2017. For leases entered into before 1 July 2017, an express or implied 5 year term continues in effect (Schedule 3 Part 7 cl. 40 RLA).	Term of a lease (including options) must be at least 5 years (s.104 LCRA). If a lease for < 5 years is granted, the tenant can (not later than 90 days after expiry of the lease) exercise a right to extend the lease to a 5 year term (s.104 LCRA). Minimum 5 year term does not apply if: (a) a tenant has waived their right under s.104 by receiving independent legal advice and providing to the landlord a Waiver Certificate signed by a lawyer pursuant to s.104 LCRA; (b) the total term is 5 years or more; or (c) a 5 year minimum term would be inconsistent with the headlease (so long as the landlord	Term of a lease (including options) must be at least 5 years (s.26 BTA). Minimum 5 year term does not apply if: (a) a lawyer or accountant (not acting for the landlord) certifies in writing that he or she has explained the minimum term provisions to the tenant; (b) the lease is an extension of an earlier lease under an option; and (c) renewal would be inconsistent with a headlease binding upon a landlord, (s.26 BTA).

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period, there will be a market rent review at the beginning of the extension (s.21(7) RLA).	6 months after the landlord gives the notification required (ss.46AA(4) & 46AA(4A) RSLA). The tenant may terminate the lease before this extended period ends, on at least 1 month's notice (s.46AA(5) RSLA).		the headlease allows; or (f) the lease is of a class excluded by regulation, (s.20B(3) RCLA). The minimum 5 year term also does not apply if: (a) the tenant is the landlord's spouse, domestic partner, parent, grandparent, step-parent, child, grandchild, step-child, brother or sister, or the spouse or domestic partner of the landlord's child, grandchild, step-child, brother or sister; or (b) the landlord is an incorporated association with the meaning of the *Associations Incorporation Act 1985* (SA) or a body established on a non-profit basis for a purpose of a kind referred to in s.18(1) of that Act and the right of occupation granted under the lease is less than an average of 15 hours in each week over the term of the lease. (r.7 of the Regulations).	under s.13 does not arise, (ss.13(1), 13(2) & 13(7b) RSA). For the purposes of s.13(1), a lease for a term of > 6 months includes a tenancy where the tenant has been continuously in possession of the retail shop for > 6 months as a result of either: (a) the lease being renewed one or more times; or (b) the lease being continued, (s.13(2A) RSA).		draws this to the attention of the tenant) or unlawful, (s.104 LCRA).	
			A lease is not invalidated by contravention of the 5 year term requirement but the	If a lease is for < 5 years is granted the tenant has an option commencing immediately after the expiry of the current		If a lease is extended under s 104 of the LCRA the lease has the same provisions as it had before the extension	

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			term of the lease is extended to bring the term (or aggregate term) to 5 years (s.20B(2) RCLA).	term and ending on a day specified by the tenant that is not later than 5 years after the day of commencement of the current term (s.13(1) RSA). If the lease does not provide for review of the amount of rent, the lease for the option shall be taken to provide that the rental payable during the term for which the lease is renewed shall be determined having regard to the market rent of the premises ascertained as provided in s.11(2) (s.13(5)(b) RSA).		unless the landlord and tenant agree otherwise or the Magistrates Court orders otherwise (s.105 LCRA).	

Option clauses

A lease containing an option to renew must specify: (a) the date until which the option is exercisable; (b) how the option is exercisable; and (c) the terms and conditions (including the rent) upon which the lease is renewable, (s.27(1) RLA). See also sections below titled 'Options lost', 'Landlord to give tenant certain information before option to renew lease expires' and 'Early rent review'	No provision but see sections below titled 'Landlord to give tenant certain information before option to renew lease expires' and 'Early rent review'	A lease which includes an option must specify the period of the option (cl.20(1) CPRT). See also section below titled 'Options lost'.	No provision but see section below titled 'Early rent review'.	During the last 12 months of the term of the lease, the tenant may request the landlord to advise whether or not the landlord proposes to renew the lease if there is no option. The landlord must provide the tenant with a response within 30 days of the tenant's request. If the landlord fails to respond then the lease is extended by the period of the landlord's non-compliance. If the landlord intends to renew the lease the landlord must advise the terms and conditions of the renewal however, the landlord is not required to specify the rent	No provision but see section below titled 'Early rent review'.	No provision.	No provision but see section below titled 'Early rent review'.

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				proposed to be charged until 3 months before the expiry of the lease (s.13B RSA). A lease may be terminated during a period by which it is deemed to be extended under s.13B(3) by the tenant giving written notice to the landlord (s.13B(4A) RSA). If a lease is renewed because of s.13B(3) after the term of the lease ends, the lease for the further term commences on the expiry of the previous lease (s.13B(4C) RSA). See also section below titled 'Landlord to give tenant certain information before option to renew lease expires'.			

Options lost

An option will only be lost if the tenant has: (a) not remedied a default of which written notice has been given; (b) persistently defaulted despite written notice having been given (s.27(2) RLA).	No provision.	A property owner may refuse to grant a new lease if: (a) the tenant does not exercise the option by the required date; or (b) at the time of exercising the option or before the commencement of the new lease, the tenant is in default under the existing lease, (cl.20(10) CPRT). However, if the rent for the option period is to be the market value rent, and the date for	No provision.	No provision.	No provision.	No provision.	No provision.

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		the exercise of the option passes while an independent valuation is being carried out, the date for exercising the option is to be deferred until 1 month after the tenant receives written notice of the rent. Within 1 month of receiving the valuation, the tenant must give the property owner 1 month's notice of whether it wishes to exercise the option (cl.21(7) & (8) CPRT).					

Landlord to give tenant certain information before option to renew lease expires

If a lease contains an option exercisable by the tenant, at least 3 months before the last date that an option can be exercised, the landlord must give the tenant written notice setting out: (a) the last date for exercise of the option; (b) the rent payable for the first year of the further term; (c) the availability of an early rent review and a cooling off period (see further below); and (d) any changes to the most recent disclosure statement provided to the tenant, other than any changes in relation to rent, (s.28(1A) RLA).	For leases entered into from 3 April 2006, if the lease provides for an option to renew or extend the lease, the landlord must give the tenant written notice of the last date for exercising the option. The notice must be given between 6 months and 2 months before the date by which the tenant must exercise the option (s.46(2) RSLA).	No provision.	No provision.	If a lease contains an option exercisable by the tenant, the landlord must notify the tenant not > 12 nor < 6 months before the last date on which an option can be exercised failing which the last date for exercising the option is extended until 6 months after notice has been given and the lease is extended accordingly unless it is terminated by the tenant at any time after the lease would otherwise have ended (s.13C RSA).	No provision.	No provision.	No provision.

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If the landlord does not do so, the last date for exercising the option is extended until 3 months after all the required information has been given and the lease is extended accordingly on the same terms unless it is terminated by the tenant with effect from any time after the lease would otherwise have ended (s.28(2) RLA) and except that, if the rent specified in the notice to the tenant or determined under an early rent review is lower, the rent for the extended term will the lower rent (s.28(2A) and s.28(2B) RLA).							

Early rent review

Within 28 days after the landlord gives the notice which must be given before an option to renew expires (see above), the tenant may request an early rent review (s.28A(2) RLA). If a specialist retail valuer is appointed to determine the current market rent but the tenant is not notified of the rent determination at least 14 days before the last date that the option may be exercised, the last date for exercise is extended to 14 days after the date on which the tenant is notified (s.28A(4) RLA).	For leases entered into from 3 April 2006, if the lease provides for an option to renew or extend the lease at current market rent, the tenant is entitled to request a determination of the current market rent at any time within the period that begins 6 months before and ends 3 months before (or for leases < 1 year – that begins 3 months before and ends 1 month before) the last day on which the option may be exercised (s27A(2) RSLA). If a determination is requested, the last day to exercise the option	No provision.	If the lease provides for an option to renew or extend the lease at current market rent, the tenant is entitled to request a determination of the current market rent at any time within the period that begins 6 months before and ends 2 months before (or, for leases less than 1 year, that begins 3 months before and ends 30 days before) the last day on which the option may be exercised under the lease (s.36 RCLA). If a determination is requested, the last day to exercise the option will be varied to be the day that is 21 days	No provision but legislation allows for the parties to agree that there will be a market rent review prior to the last date for exercise of option (s.11(2)(b) RSA).	If a retail shop lease provides for an option to renew or extend the lease at current market rent, the tenant is entitled to request a determination of the current market rent at any time within the period that begins 6 months before and ends 3 months before the last day on which the option may be exercised (s.32 RLA). If the retail shop lease provides for an option to renew or extend the lease at current market rent, the tenant is entitled to request a determination of the current market rent at any time within the	No provision.	If a retail shop lease provides an option to renew or extend the lease at current market rent, the tenant is entitled to request a determination of the current market rent at any time within the period that begins 6 months before, and ends 3 months before, the last day on which the option may be exercised under the lease, but may not make the request if the landlord and the tenant have already agreed as to the actual amount of that rent. If a determination is requested, the period within which the tenant

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If the tenant exercises the option and the last date for exercise of the option is after the lease term ends, the term is extended to that date on the same terms unless the landlord and the tenant agree otherwise (s.28A(5) RLA) and except that, if the rent determined under an early rent review is lower, the rent for the extended term will the lower rent (s.28A(7) RLA). If the tenant does not exercise the option and the date that is 3 months after the last date for exercise of the option is after the lease term ends, the term of the lease is extended to that date on the same terms unless the landlord and tenant agree otherwise (s.28A(6) RLA) and except that, if the rent determined under an early rent review is lower, the rent for the extended term will the lower rent (s.28A(7) RLA). If a tenant has exercised an option and has not requested an early rent review, within 14 days of exercising the option (cooling off period) the tenant may give the landlord a written notice that the tenant no longer wishes to exercise the option (s.28B(1) RLA). If so, the term of the lease is	will be varied to be the day that is 21 days after the tenant gets notice of the determined market rent (s.27A(6) RSLA). This provision does not apply if the tenant is a 'major lessee' and, before the tenant entered into the lease, gave the landlord written notice that it agrees that the tenant's early determination rights for current market rent under the RSLA do not apply in relation to the lease and the lease contains the timing and basis for each review (s.27A(1A) RSLA).		after the tenant receives notice or the last day of the term of the lease whichever is the earlier (s.36 RCLA).		period that begins 6 months before and ends 3 months before (or, for leases < 1 year, that begins 3 months before and ends 30 days before) the last day on which the option may be exercised under the lease. If a determination is requested, the last day to exercise the option will be varied to be the day that is 21 days after the tenant gets notice of the determined market rent (and if the term of the lease expires during this period, the lease is extended by an appropriate period to enable the lessee to exercise the option) (s.32 RLA).		must exercise the option is varied so that the last day on which the option may be exercised is 21 days after the determination of rent is made and notifed to the tenant in writing or the last day of the term of the lease, whichever is the earlier (s. 30 BTA).

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extended by 14 days and the lease is taken not to have been renewed and the right to renew ceases (s.28B(2) RLA).							

Notice of term end

If a lease does not contain an option, not > 12 nor < 6 months before the term end, the landlord must either: (a) offer the tenant a renewal on terms specified in writing; or (b) advise the tenant that no renewal is available, (ss.64(1) & (2) RLA). An offer cannot be revoked for 60 days (s.64(3) RLA). If the landlord does not comply, the lease continues until 6 months' notice has been given unless it is terminated by the tenant with effect from any time after the lease would otherwise have ended (ss.64(4) & (5) RLA).	If the lease does not contain an option, the landlord must between 6 and 12 months before the lease ends (or for leases < 1 year between 3 and 6 months before the lease ends), give the tenant notice: (a) offering a renewal or extension on terms specified in the notice; or (b) informing the tenant that no renewal or extension is available, (s.46AA RSLA). An offer cannot be revoked for 1 month (s.46AA(3) RSLA). If the landlord fails to notify the tenant, before the lease expires the tenant may give written notice to the landlord requiring an extension of the lease until 6 months after the landlord gives the notification required (ss.46AA(4) & 46AA(4A) RSLA). The tenant may terminate the lease before this extended period ends, on at least 1 month's notice (s.46AA(5) RSLA).	Not < 3 months before the expiry of a lease, the property owner must give the tenant a notice stating: (a) the conditions on which the property owner is prepared to renew the lease; (b) that the lease will not be renewed; (c) that the tenant may continue as a periodical tenant; or (d) that the tenant may continue as a monthly tenant for the time being on terms to be agreed, (cl.29(2) CPRT). If the property owner fails to give the information, the term of the lease can be extended at the election of the tenant until 3 months after that information is given. Tenant's election must however, be exercised within 2 weeks after the last date on which a property owner may give the notice (cl.29(6) & (7) CPRT).	Between 6 and 12 months before the lease ends, the landlord must by written notice to the tenant either: (a) offer the tenant a renewal of the lease on terms specified in the notice; or (b) inform the tenant that it does not propose to offer a renewal of the lease, (s.20J(1) RCLA). A landlord is not required to give notice to the tenant towards the end of the lease if, either: (a) the tenant has a right of renewal; or (b) the tenant has preferential rights, which apply for shopping centre leases (see below), (s.20I RCLA). An offer cannot be revoked for 1 month (s.20J(3) RCLA). If the landlord does not give the requisite notification, the tenant may serve its own notice requesting an extension. If the tenant serves that notice, the	If a retail shop lease does not provide whether directly or by operation of s.13 (statutory option) an option for renewal and the tenant within 12 months before the expiry of the lease in writing requests from the landlord a statement of the intentions of the landlord as to renewal the landlord must within 30 days after receiving the request: (a) give a statement in writing of the landlord's intentions to the tenant; and (b) where he intends to offer a renewal, specify in that statement the terms and conditions proposed, (s.13B(1) RSA). A landlord is not required to specify the rent proposed until 3 months prior to expiry (s.13B(2) RSA). A landlord is bound by an offer made if the tenant, within 30 days after receiving the offer, accepts the offer in writing (s.13B(4) RSA).	If a retail shop lease contains no option to renew, the landlord must between 6 and 12 months before a lease ends, give the tenant notice that it: (a) intends to offer the tenant a renewal or extension of the lease on terms specified in the notification (including terms as to rent); or (b) does not propose to offer the tenant a renewal or extension of the lease, (s.44(1) RLA). An offer cannot be revoked for 1 month after being made (s.44(2) RLA). If the landlord fails to notify the tenant, as required, the retail shop lease is extended until 6 months after the landlord gives the notification required but only if the tenant requests an extension by notice in writing before the lease expires (s.44(3) RLA). During such extension of the lease, the tenant may terminate the lease by giving at least	The tenant may, in writing, ask the landlord to tell the tenant whether the landlord intends to renew the lease if: (a) for a lease for > 1 year - the lease is due to end in not < 6 months and not > 1 year; or (b) in any other case - the lease is due to end in not < 3 months and not > 6 months. If the landlord receives a request the landlord must tell the tenant in writing within 1 month after the request day that: (a) the landlord proposes to renew the lease; or (b) the landlord does not propose to renew the lease, (s.107 LCRA). If the landlord fails to notify the tenant the lease is extended by a period equal to the period starting 1 month after the request day and ending when the landlord gives the tenant a notice (s.107 LCRA).	Between 6 and 12 months before the lease ends, the landlord must by written notice to the tenant either: (a) offer the tenant a renewal of the lease on terms specified in the notice; or (b) inform the tenant that it does not propose to offer a renewal of the lease. If the landlord does not give the requisite notification, the tenant may serve its own notice requesting an extension. If the tenant serves that notice, the existing lease is extended until the end of 6 months after the landlord gives the requisite notice (but the tenant may terminate the lease by 1 month's notice during that extended period) (s.60 BTA). If the lease is for 12 months or less, the periods of 6 and 12 months are reduced to 3 and 6 months respectively (s.60 BTA).

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			existing lease is extended until the end of 6 months after the landlord gives the requisite notice (but the tenant may terminate the lease by 1 month's notice during that extended period) (ss.20J(4) & (5) RCLA). If the lease is for 12 months or less, the periods of 6 and 12 months are reduced by one-half (s.20J(6) RCLA).	Where the landlord fails to comply with s.13B(1) or (2), the expiry of the term of the lease is deemed to be extended by a period equal to the period of non-compliance (s.13B(3) RSA). A lease may be terminated during a period by which it is deemed to be extended under s.13B(3) by the tenant giving written notice to the landlord (s.13B(4A) RSA). If a lease is renewed because of s.13B(3) after the term of the lease ends, the lease for the further term commences on the expiry of the previous lease (s.13B(4C) RSA).	1 months written notice of termination to the landlord (s.44(4) RLA). If a retail shop lease is for 12 months or less, the notification must be given between 3 and 6 months before the lease ends (s.44(6) RLA). The landlord is prohibited from publicly advertising the availability of retail premises during the term unless: (a) an offer for renewal is not accepted by the tenant; (b) the tenant is told in writing that there will be no renewal and is not otherwise entitled to remain in possession; (c) the tenant informs the landlord in writing that it does not wish to negotiate to renew; (d) the tenant agrees in writing to vacate or has vacated; or (e) the tenant consents in writing, (s.44A RLA).		

Implementation of preferential right

No provision.	No provision.	No provision.	The tenant of a shopping centre lease has a preferential right to extend the term of a lease. The landlord must presume that the tenant requires a renewal or extension of the term unless the	No provision.	No provision.	The tenant under a shopping centre lease which commenced on or after 1 July 2002 has a preferential right to renew or extend the term of its lease. The landlord must presume the tenant requires a	No provision.

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			tenant has otherwise notified the landlord in writing within 12 months before the end of the term (ss.20D(1) & (2) RCLA). The right does not arise if: (a) the lease is for 6 months or less; (b) the lease contains a certified exclusionary clause (see further section below entitled, 'Certified exclusionary clause'); (c) the lease is a sublease, and the term of the headlease would be exceeded; or (d) the lease is of a class excluded by regulation, (s.20C(2) RCLA). The preferential right need not be given if the: (a) landlord reasonably wants to change the tenancy mix; (b) tenant is guilty of a substantial breach or persistent lease breaches; (c) landlord requires vacant possession of the premises for the purposes of demolition or substantial repairs or renovation; (d) landlord does not propose to relet the premises within		renewed or extended lease unless the tenant has notified the landlord in the last 12 months of the lease that the tenant does not want to renew or extend (s.108 LCRA). Preferential rights need not be given if: (a) it would be substantially more advantageous for the landlord to lease the premises to another person; (b) the landlord wants to change the tenancy mix; (c) the tenant has breached the lease substantially or persistently; (d) the landlord requires the premises for its own use and does not propose to re-let them for at least 6 months; or (e) the tenant has agreed to a certified exclusionary clause in the lease after taking independent legal advice to waive its preferential rights, (s.108 LCRA).	

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			6 months from the end of the term; (e) renewal of the lease would substantially disadvantage the landlord; or (f) tenant's right of preference is excluded by regulation, (s.20D(3) RCLA). The landlord must between 6 and 12 months before the end of a term (or in the case of a 1 year lease between 3 and 6 months) begin negotiations with the tenant for renewal and must: (a) make a written offer to renew on terms no less favourable than those of the proposed new lease to be offered to any third party; and (b) provide the existing tenant with a copy of the proposed new lease and disclosure statement, (ss.20E(1) & (2) RCLA). The landlord's offer must remain open for a reasonable period (at least 10 business days) and be accepted in writing by the tenant within the time stated in the offer (s.20E(3) RCLA). If a tenant in a shopping centre does not have a right of				

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			preference, the landlord must, at least 6 months but not more than 12 months before the end of the lease, by written notice: (a) notify the tenant of that fact; and (b) state why there is in the circumstances no right of preference, (s.20F(1) RCLA). If the term of the lease is 12 months or less, the periods of 6 and 12 months are reduced by 1 half (s.20F(2) RCLA). The right of preferential treatment includes that the landlord must negotiate, in good faith, with the tenant with a view to entering into a new lease for the shop premises (s.20E(5) RCLA). If the landlord fails to negotiate or give notification as required, the tenant may serve its own notice on the landlord before the lease ends, requesting an extension of the lease. The lease is then extended until 6 months after the landlord begins the requisite negotiations or gives the required notice (but the tenant may terminate by giving 1 month's notice during the extended period) (s.20G RCLA).				

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Certified exclusionary clause

No provision.	No provision.	No provision.	A certified exclusionary clause may be used to: (a) exclude the statutory 5 year term; or (b) exclude the tenant's right of preferential treatment, in a shopping centre, (ss.20K(2) & (3) RCLA). A certified exclusionary clause comprises the 3 requirements that: (a) there be a provision in the lease which excludes the 5 year term/right of preferential treatment; (b) a lawyer (acting for the tenant) or, after 1 July 2020, the Small Business Commissioner, has explained the effect of that provision to the tenant (including that the lawyer or Small Business Commisioner is given apparently credible assurances that the tenant is not acting under coercion or undue influence); and (c) the lawyer or Small Business Commisioner signs a certificate which is then endorsed on (attached as part of) the lease, (s.20K(3) RCLA).	No provision.	No provision.	A certified exclusionary clause is a provision of a lease in relation to which a certificate signed by an independent lawyer is endorsed on the lease to the effect that before the lease was signed and at the tenant's request, the lawyer explained the effect of the provision and how s.108 (relating to premises in the retail area of a shopping centre where the landlord proposes to re-lease the premises and the tenant wants to renew or extend the lease) would apply in relation to the lease if the lease did not include the provision (s.111 LCRA).	No provision.

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Liability for costs associated with lease

A tenant is not liable for: (a) the landlord's lease preparation expenses; (b) expenses incurred in obtaining a mortgagee's consent; or (c) the landlord's costs of complying with the RLA, (s.51 RLA). However, a tenant may be liable for some landlord's costs with respect to an assignment or sublease (s.51 RLA).	A tenant is not liable for: (a) the landlord's lease preparation expenses; (b) expenses incurred in obtaining a mortgagee's consent; or (c) the landlord's costs of complying with the RSLA, (s.48(1) RSLA). However, a tenant may be liable for: (a) survey fees (s.48(2) RSLA); (b) lease registration fees (s.48(2) RSLA); and (c) landlord's costs with respect to an assignment (s.39(2) RSLA). A tenant may be liable for the landlord's reasonable legal or other costs incurred for preparation of a 'final lease' if: (a) the landlord and tenant agree to the terms of a retail shop lease; (b) the tenant gives the landlord a written notice to prepare the final lease and the final lease is prepared; (c) the tenant does not sign the final lease; and (d) the landlord gives the tenant a copy of the landlord's	Each party must pay its own costs incurred in the preparation of a lease. The property owner may charge the tenant the cost of any alterations that the tenant requires to be made to the lease during negotiations (cl.8(2) CPRT). A prospective tenant who withdraws from lease negotiations may be responsible for the property owner's lease costs where: (a) the prospective tenant gives a written authority for the preparation of a lease; and (b) the authority contains a provision stating that if the prospective tenant withdraws from the lease negotiations, the prospective tenant is responsible for the costs of preparing the lease, (cl.8(3) CPRT). The parties are to negotiate the payment of disbursements such as stamp duty and the cost of obtaining any mortgagees consent (cl.8(4) CPRT).	A tenant can be liable to pay half of the landlord's preparatory costs and the full amount of any government fees but only when provided with a copy of any account given to the landlord for the expenses (ss.14(1) & (2) RCLA). Preparatory costs are the legal or other expenses incurred by the landlord in connection with the preparation and registration of the lease and include mortgagee production and consent fees and the costs of attendances on the tenant by the landlord or its lawyer or a registered conveyancer (s.14(1) RCLA). This section does not limit recovery of preparatory costs from a person who subsequently withdraws from negotiations (s.14(3) RCLA).	A tenant is not liable for: (a) the landlord's lease preparation expenses; (b) expenses incurred in obtaining a mortgagee's consent; or (c) the landlord's costs of complying with the RSA, (s.14B RSA). However, a tenant may be liable for a landlord's costs with respect to an assignment or sublease (s.14B RSA).	In respect of any lease entered into on or after 1 July 2005, a landlord is prohibited from recovering the costs of preparing and entering into the lease from the tenant unless the costs are incurred in connection with making certain amendments to a proposed lease that was requested by a tenant (s.14 RLA). Lease preparation expenses are taken to include expenses incurred in obtaining a mortgagee's consent, but do not include registration fees under the RLA (s.3 RLA).	A tenant cannot be required to pay the landlord's costs. 'Landlord's costs' means lease preparation costs, stamp duty and mortgagee's consent fees (s.23 LCRA). If a party requires the lease to be registered, that party must pay any fee for registration of the lease.	A tenant is not liable to pay any amount to the landlord in respect of legal or other expenses incurred by the landlord in connection with preparation of a lease unless the landlord provides the tenant with a copy of accounts in respect of those expenses and the amount of those expenses or the method of calculation is included in the landlord's disclosure statement (s.23 BTA). A tenant is not liable to pay > a reasonable sum in respect of lease preparation costs (s.23 BTA). A landlord is entitled to recover a reasonable sum in respect of lease preparation costs from a person who withdraws from lease negotiations (s.23 BTA).

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	invoice for costs for preparation of the final lease, (s.48(3) RSLA). A 'final lease' is a lease to be signed by the parties to give effect to the agreed terms of a retail shop lease (s.48(4) RSLA). Tenants are liable for the landlord's reasonable legal expenses incurred in responding to a request by the tenant for: (a) a variation to the lease; and (b) consent to a sublease or licence, (s.24(1)(c) RSLA).						

Definition of 'outgoings'

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'Outgoings' means a landlord's outgoings on account of: (a) the expenses including the cost, or part of the cost, of repairs or maintenance work in respect of an essential safety measure or an installation referred to in section 41(2)(b)(ii)) directly attributable to the operation, maintenance or repair of: (i) the building in which the retail premises are located or any other building or area owned by the landlord and used in	'Outgoings' means: (a) reasonable expenses directly attributable to the operation, maintenance or repair of the centre or building and areas used in association therewith; and (b) charges, levies, premiums, rates or taxes (including GST) payable by the landlord, (s.7(1) RSLA). If GST is included in the definition of 'outgoings', it is a 'specific outgoing' (rather than an 'apportionable outgoing')	No definition.	'Outgoings' means the expenses of operating, repairing or maintaining the retail shop or a retail shopping centre (including rates, taxes, levies, premiums or charges payable by the landlord) but does not include outgoings directly proportional to the level of a tenant's consumption or use for which the tenant is required to reimburse the landlord under the lease (s.3(1) RCLA).	'Operating expenses' means expenses in operating, repairing or maintaining: (a) a building of which a retail shop forms the whole or a part; or (b) if the retail shop is in a retail shopping centre, the building of which a retail shop forms the whole or a part and the common area, and includes strata levies (s.12(3) RSA).	'Outgoings' means: (a) a landlord's outgoings on account of expenses attributable to the management, operation, maintenance or repair of the retail shop building or land; (b) a landlord's outgoings on account of rates, taxes, levies, premiums or charges payable by the landlord because the landlord is the owner or occupier of the retail shop building or land or is the supplier of a	'Outgoings' means: (a) reasonable expenses of repairing or maintaining, or directly related to the operation of, the building or shopping centre in which the premises are located; (b) rates, taxes, levies or other statutory charges payable by the landlord; (c) (for shopping centres), the reasonable costs of advertising or promoting the shopping centre; (d) expenses for collecting statistical information,	'Outgoings' means a landlord's outgoings on account of: (a) the expenses directly attributable to the operation, maintenance or repair of: (i) the building in which the retail shop is located; or (ii) in the case of retail shops in a retail shopping centre, any building in the centre or any areas used in association with a building in the centre; or (b) rates, taxes, levies, premiums or charges payable by the landlord

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association with the building in which the retail premises are located; or (ii) in the case of retail premises in a retail shopping centre, any building in the centre or any areas used in association with a building in the centre; or (b) rates, taxes, levies, premiums or charges payable by the landlord because the landlord is: (i) the owner or occupier of a building referred to in paragraph (a) or of the land on which such a building is erected; or (ii) the supplier of a taxable supply in respect of any such building or land, (s.3 RLA).	(s.24A(2) RSLA). Landlords are not required to supply tenants with estimates of specific outgoings (s.38A RSLA).				taxable supply in respect of the retail shop building or land; and (c) fees charged by a landlord for services provided by the landlord in connection with the management, operation, maintenance or repair of the retail shop building or land, (s.3A(1) RLA). 'Retail shop building' or 'land' means the building in which the retail shop is located or (in the case of a retail shop in a retail shopping centre) any building in the retail shopping centre, and includes any areas used in association with any such building (s 3A(2) RLA).	(s.70 LCRA).	because the landlord is the owner or occupier: (i) of the building in which the retail shop is located; and (ii) if the retail shop is in a retail shopping centre - of any building in the retail shopping centre or the land on which the building is erected, (s.5 BTA).

Liability for outgoings

A tenant is not liable to pay an amount to a landlord in respect of outgoings except in accordance with provisions of the lease that specify: (a) the outgoings that are to be regarded as recoverable; (b) in a manner consistent with the Regulations, how the amount of those	A tenant is not liable to pay an amount to a landlord for outgoings unless the lease specifies: (a) the outgoings payable by the tenant; (b) how the outgoings will be determined and apportioned to the tenant; and (c) how the outgoings may be recovered	In relation to outgoings that are directly attributable to the operation of premises, a lease must state in detail: (a) which outgoings are recoverable and how unforeseen outgoings are to be dealt with; (b) the method used to calculate outgoings	If a tenant is liable to pay an amount to a landlord in respect of outgoings, a lease must specify: (a) the outgoings that are to be regarded as recoverable; (b) how the amount of the outgoings will be determined and how they will be apportioned to the tenant; and	A tenant is not liable to pay operating expenses if the lease does not specify: (a) how the amount is to be determined and, where applicable, apportioned to the tenant; and (b) how and when that amount is to be paid,	If a tenant is liable for a share of outgoings, the retail shop lease must specify: (a) each item of outgoings to which the tenant is required to contribute; (b) how the tenant's share is to be calculated and apportioned; and	A tenant is not liable to pay any amount to a landlord in respect of outgoings except: (a) in accordance with the provisions of the lease which must specify their nature, how they are determined, how they are apportioned and how they are recoverable; and	A tenant is not liable to pay an amount to a landlord in respect of outgoings except in accordance with provisions of the lease that specify: (a) the outgoings that are to be regarded as recoverable; (b) how the outgoings will be determined and apportioned to the tenant; and

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outgoings will be determined and how they will be apportioned to the tenant; and (c) how those outgoings or any part of them may be recovered by the landlord from the tenant, (s.39(1) RLA). The amount of outgoings recoverable from a retail shopping centre tenant is limited to the proportion of the total outgoing which the lettable area of the premises bears to the total lettable area of the premises which benefit from the outgoing (s.39(2) RLA). A tenant in a retail shopping centre is not liable to contribute towards an outgoing that benefits specific premises unless the tenant's premises benefits from the outgoing (s.40 RLA).	by the landlord from the tenant, (s.37(1) RSLA). A tenant under a lease is not liable under for any additional outgoings of the landlord that are incurred only because an eligible tenant's shop is open for trading outside the core trading hours at a time when the tenant's shop is not open for trading, (s.53A RSLA). The proportion of a landlord's 'apportionable outgoings' payable by the tenant must not be more than the proportion that the area of the premises bears to the 'total area' of all the premises owned by the landlord and sharing the benefit of the outgoing (s.38(1) RSLA). 'Apportionable outgoings' includes promotion amounts and maintenance amounts to the extent that the amounts are treated as part of the landlord's outgoings under the lease (ss.36B & 37(2) RSLA). 'Total area' of all premises in a retail shopping centre or leased building does not include areas of premises that, if the areas were not leased or licensed, would be areas within a common area of the centre or building but only if the	payable by the tenant; and (c) the time for payment of outgoings, (cl.18(1) CPRT). The proportion of outgoings payable by a tenant may be calculated using either of the following methods: (a) the ratio of the lettable area of the tenant's premises to the lettable area of all lettable premises sharing the benefit of the outgoing; or (b) the ratio of the assessed annual value of the tenant's premises to the assessed annual value of all lettable premises sharing the benefit of the outgoing, (cl.18(3) CPRT).	(c) how the outgoings, or a part of them, may be recovered by the landlord from the tenant, (s.26(1) RCLA). For a lease in a shopping centre, a tenant is not liable to contribute to a non-specific outgoing (that is an outgoing not specifically referable to any particular shop in the retail shopping centre): (a) unless the shop enjoys or shares the benefit of that outgoing; and (b) in excess of the ratio that the lettable area of the shop bears to the total lettable area of all shops enjoying the benefit of the outgoing, (s.34 RCLA).	(s.12(1)(a) RSA). Subject to section 12(1e), the proportion of operating expenses payable by a tenant must not exceed the relevant proportion unless the Tribunal approves a greater proportion (s.12(1)(b) RSA). The relevant proportion is the proportion that the lettable area of the premises bears to the total lettable area of the retail shopping centre (s.12(3) RSA). If the premises is part of a group of premises and an operating expense is incurred as a result of other premises in the group of premises opening outside of standard trading hours, the landlord cannot recover such expenditure from premises not open outside of standard trading hours (s.12(1)(c) RSA).	(c) how the tenant's share will be recovered, (s.22 RLA). A tenant is not required to contribute to outgoings not specifically referrable to the shop (s.30 RLA).	(b) where their nature is specified in a properly given disclosure statement, (s.71 LCRA). Payment of outgoings (and rent) must not commence before the date of handing over the premises and not before all works to be provided by the landlord are substantially provided (ss.48 & 69 LCRA). Under a shopping centre lease, non-specific outgoings are not recoverable unless referable to the premises, in which case recovery is limited to the proportion of lettable area of the premises to the total lettable areas of all the premises in the centre to which the outgoings are referable (s.134 LCRA). An outgoing is 'referable' to premises if the premises benefit from or share the benefit resulting from the outgoings (s.134 LCRA).	(c) how the outgoings may be recovered by the landlord from the tenant, (s.38 BTA).

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	areas are used for a prescribed purpose (ie information, entertainment, community or leisure facilities, telecommunication equipment, automatic teller machines, vending machines, advertisement displays, seating, tables and other furniture, trade out areas storage or parking) (s.38(2) RSLA).						

Prohibited outgoings

Tenants cannot be asked to contribute to: (a) capital costs (s.41 RLA) although a tenant can be required to undertake capital works at the tenant's cost (s.41(2)(a) RLA) and in respect of essential safety measures, to pay all or part of the cost of carrying out repairs or maintenance work or an installation relating to fit out of the premises (s.41(2)(b) RLA); (b) depreciation (s.42 RLA); (c) contributions to a sinking fund to provide for capital works (s.43 RLA); (d) interest or other charges on a landlord's borrowings (s.44 RLA); or	Tenants cannot be asked to contribute to: (a) land tax; (b) capital expenditure; (c) a depreciation or sinking fund; (d) loss of income insurance; (e) an excess in relation to a claim on the landlord's insurance policy; (f) a landlord's contributions to a merchants' association, promotion or other such fund; or (g) interest and charges on money borrowed by the landlord, (s.7(3) RSLA).	Tenants cannot be asked to contribute to: (a) capital expenditure; (b) a depreciation or a sinking fund; (c) any contribution by the property owner to promotion or advertising; (d) interest on money borrowed by the property owner; (e) loss of income insurance; (f) outgoings not specified in the lease that were reasonably foreseeable at the time the lease was entered into, (cl.18(2) CPRT).	Outgoings do not include costs associated with the advertising or promotion of a retail shop or centre (s.26 RCLA). Depreciation and capital expenditure (unless such capital expenditure is a 'permissible obligation') is not recoverable (s.13 RCLA). See also 'Land Tax' (below).	Tenants cannot be asked to contribute to: (a) operating expenses not specifically referable to any particular shop (s.12(1e)(a) RSA); (b) an amount in excess of an amount calculated by multiplying the total amount of that operating expense by the proportion that the lettable area of the shop bears to the aggregate of the lettable areas of all the retail shops in the retail shopping centre to which the operating expense is referable without the approval of the Tribunal (s.12(1e)(b) RSA); (c) the costs of the construction of a retail shopping centre (s.12(2)(a) RSA);	Tenants cannot be asked to contribute to: (a) the cost of any finishes, fixtures, fittings, equipment or services in or for the shop unless the tenant's requirement to contribute was disclosed in the landlord's disclosure statement (s.12 RLA); (b) capital expenditure (s.23 RLA); (c) depreciation (s.24 RLA); (d) interest and charges incurred by a landlord on borrowings (s.24A RLA); or (e) rent and other costs associated with land not used by or for the benefit of the shopping centre (s.24B RLA).	Tenants can only be required to refit premises or to contribute to finishes, fixtures, fittings, equipment and services that are specified in the disclosure statement (s.75 LCRA). Depreciation costs are not recoverable (s.77 LCRA). Tenant cannot be required to pay any amount in respect of the capital costs of the building or shopping centre in which the premises are located (s.76 LCRA).	Outgoings do not include the costs associated with the advertising or promotion of a retail shop, retail shopping centre or of a business carried on there (s.38(2) BTA). Leases cannot require the tenant to pay an amount in respect of rent and other costs associated with unrelated land, namely land on which the building or retail shopping centre is not situated (s.34 BTA). Non-specific outgoings are not recoverable from the tenant of a retail shopping centre (s.42 BTA). Depreciation and capital expenditure are not recoverable (ss.43 & 44 BTA). Interest and charges incurred by a landlord on borrowings are not

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
(e) land tax from 1 July 2003, (s.50 RLA). See also 'Land Tax' and 'Management Fees' (below).				(d) any extension of a retail shopping centre or structural improvement to the centre (s.12(2)(b) RSA); or (e) any plant or equipment that is or becomes the property of the landlord of a retail shopping centre (s.12(2)(c) RSA).	Sinking funds to fund major items of repair or maintenance for which contributions are required are limited to: (a) repair or maintenance of a building or plant and equipment of a building in which the retail shop is situated; and (b) buildings, plant and equipment and areas used in association with the shopping centre, (s.25 RLA).		recoverable (s.45 BTA). Sinking funds to fund major items of repair or maintenance for which contributions are required are limited to: (a) repair or maintenance of a building or plant and equipment of a building in which the retail shop is situated; and (b) if the retail shop is situated in a retail shopping centre – the buildings, plant and equipment and areas associated with the retail shopping centre, (s.35 BTA).

Land tax

With effect from 1 July 2003, land tax cannot be recovered (s.50 RLA).	A tenant is not liable for land tax payable by the landlord (for example, a provision requiring a tenant to pay the landlord's land tax or to reimburse the landlord for land tax (regardless of by whom, or to whom, the payment is to be made) is void) (s.7(3) RSLA).	No provision.	Land tax cannot be recovered from any tenant (s.30 RCLA).	Landlord can recover relevant proportion of notional land tax (s.12(1g) RSA). 'Notional Land Tax' means land tax and metropolitan region improvement tax assessed on a single ownership basis (s.12(3) RSA).	The liability of the tenant to contribute to land tax payable by the landlord is not to exceed the amount of that liability had the amount of land tax payable by the landlord been assessed on the basis that: (a) the land was the only land owned by the landlord; (b) the land was not subject to a special trust; and (c) the landlord was not a company classified under s.29 of the *Land Tax Management Act 1956* (NSW) as a non-concessional company,	The landlord may recover rates, taxes, levies or other statutory charges payable by the landlord including land tax (s.70(1)(b) LCRA).	No provision.

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
					(s.26 RLA).		

Management fees

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
Management fees are not recoverable unless: (a) the fee relates to the management of the building or centre in which the premises are located; and (b) the lease or disclosure statement specifies the amount of the management fee and the rate or method by which it is calculated, (s.49(1) RLA). If a tenant is obliged to contribute to management fees, the amount cannot exceed the previous year's fees increased by the CPI (s.49(2) RLA), except for premises in a shopping centre if the majority of retail tenants agree (s.49(4) RLA). The cap on increases in management fees does not apply to salaries or other administrative costs related to the operation of the building or centre (s.49(6) RLA).	No provision. If the shop is in a retail shopping centre, any outgoings estimate or audited annual statement must also include a breakdown of the estimated fees payable or paid by the tenant towards the administration costs of running the centre and any other fees to be paid to a centre management entity (ss.38A(3) & 38B(6) RSLA).	No provision.	No provision.	Management fees are not recoverable by a landlord (s.12(1f) RSA).	The landlord may only recover outgoings disclosed in the landlord's disclosure statement which include expenses attributable in the management of the retail shop, building or land (ss.3A, 12A & 22 RLA).	The landlord may recover outgoings the nature of which are stated in the disclosure statement including management fees (ss.70(1)(a) & 71 LCRA).	No provision.

Estimate and statement of outgoings

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
A tenant is not required to contribute to any outgoings in respect of which an estimate is required until the tenant	A landlord must provide to the tenant an annual estimate in the approved form of the landlord's	If a tenant requests, the property owner must provide a detailed list of estimated recoverable outgoings for the next	A tenant must be given: (a) a written estimate (itemising those outgoings under	A tenant is not required to make any payment of operating expenses until at least 1 month after the landlord has	The tenant may withhold payment of contributions for outgoings if the landlord has failed for	Tenant must be given: (a) a written estimate itemising the outgoings in the	The tenant must be given a written estimate of the tenant's liability for outgoings before a lease is entered into

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
is given the estimate (s.46(4) RLA). A landlord must: (a) provide a written and itemised estimate of outgoings to which the tenant must contribute before a lease is entered into and at least 1 month before the start of each outgoings period (ss.46(2) & (3) RLA); and (b) at least once during each accounting period make available to a tenant a written statement in accordance with relevant accounting principles detailing the landlord's expenditure (ss.47(3) & (5) RLA). A landlord must provide to a tenant within 3 months of the end of each outgoings period a written statement in accordance with relevant accounting principles which is: (a) accompanied by a report prepared by a registered company auditor confirming whether in the auditor's opinion, the statement correctly states the landlord's expenditure and each individual outgoing that comprises > 10% of	apportionable outgoings (ie not specific outgoings) and the proportion of those outgoings for which the tenant must contribute under the lease at least 1 month before the start of each outgoings period or before the lease is entered into (s.38A RSLA). A landlord must provide to the tenant within 3 months after the end of each outgoings period give the tenant an audited annual statement in the approved form of the landlord's apportionable outgoings (s.38B RSLA). The audited annual statement must: (a) be prepared by a registered auditor in accordance with auditing standards generally accepted in the Australian accounting profession; (b) contain the auditor's opinion on whether the statement presents fairly the landlord's apportionable outgoings in accordance with the landlord's financial records and the RSLA; (c) compare the annual estimates of the landlord's apportionable outgoings with the amount actually	accounting year for the premises at least 1 month before the start of the accounting year and a statement showing expenditure for a specified period of the accounting year (cl.18(6) CPRT). Tenant may require the property owner to appoint an auditor to provide an audit report in relation to the outgoings within 3 months of the end of each accounting year. The cost of the audit is to be paid by the tenant if the statement is found to be at least 95% accurate (cl.19(1) & (4) CPRT).	the item descriptions used in the list of outgoings in the disclosure statement) of the tenant's liability for outgoings before a lease is entered into and thereafter 1 month prior to each accounting period; (b) a report prepared by a registered company auditor within 3 months after the end of each accounting period containing a statement of all expenditure by the landlord in the accounting period towards which the tenant is required to contribute in a form that facilitates comparison with the relevant estimate (except where the only outgoings recovered are statutory rates and charges and insurance in which case the report need not be prepared by a registered company auditor), (ss.31 & 32 RCLA). The report is to include a statement by the person who prepared the report whether or not the amounts paid by the tenant in respect of outgoings were properly payable by the tenant and whether or	given the tenant annual estimates of expenditure under each item of operating expenses in respect of the year (s.12(1)(d)(i) RSA). The landlord is required to give the tenant an 'operating expenses statement' that details all expenditure by the landlord in each accounting period of the landlord during the term of the lease on account of operating expenses to which the tenant is required to contribute (s.12(1)(d)(ii) RSA). A landlord must provide to a tenant within 3 months after the end of the accounting period to which it relates an operating expenses statement in accordance with relevant principles and disclosure requirements of the applicable accounting standards which is accompanied by a report prepared by a registered company auditor as to whether or not: (a) the operating expenses statement correctly states the landlord's expenditure; and (b) the total amount of estimated operating expenses for the period exceeded the total expenditure by the landlord in respect	10 business days to give the tenant the estimate or outgoings statement after being requested to do so by the tenant. The tenant must pay the withheld contributions within 28 days after receiving the estimate or statement (s.28A RLA). The landlord must: (a) provide a written and itemised estimate of outgoings in the form of the landlord's disclosure statement to which the tenant must contribute before a lease is entered into and at least 1 month before the start of each accounting period; (b) produce a written outgoings statement in accordance with relevant accounting principles detailing the landlord's expenditure in each accounting period and must provide the written statement to the tenant within 3 months after the end of the accounting period to which it relates; (ss.27 & 28 RLA). The written outgoings statement must be accompanied by a report prepared by a registered company auditor confirming	disclosure statement at least once each year and at least 1 month before the start of each accounting period; (b) a statement of actual outgoings at least once a year and within 1 month after the end of the relevant accounting period (s.65 LCRA); (c) a written report (usually audited) within 3 months after the end of the relevant accounting period (s.66 LCRA).	and 1 month prior to each accounting period. The landlord must make available a written expenditure statement of the outgoings to which the tenant contributes under the lease. The estimate of outgoings must be made available to the tenant: (a) at least twice in each of the landlord's accounting periods during the term of the lease and (b) in each case must be made available within 1 month after the end of the 6 month period to which it relates, (s.39 BTA).

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the total amount of outgoings; or (b) if outgoings are limited to rates, insurance, fire services property levies, owners corporation fees and other outgoings prescribed by regulation (none have been prescribed to date), accompanied by receipts, (ss.47(3), (5) & (6) RLA). When auditing the outgoings, an auditor must give the tenant a reasonable opportunity to make a written submission to the auditor on the accuracy of the outgoings statement (s.47(7) RLA).	spent by the landlord; and (d) compare the total amount actually spent by the landlord with the total amounts actually paid by tenants, (s.38B RSLA). The outgoings shown in the annual estimate and audited statement must be itemised so that the amount for each item is not > 5% of the total outgoings shown in the statement, unless the item is for: (a) a charge, levy, rate or tax payable under an Act; or (b) a particular outgoing that cannot be broken up to comply, (ss.38A(4)-(5) & 38B(4)-(5) RSLA). If the landlord does not give the tenant an outgoings estimate or an audited annual statement, the tenant may withhold payments in relation to apportionable outgoings until the landlord complies (s.38C RSLA).		not the total amount of outgoings in respect of which the tenant contributed (that is, the estimated total expenditure by the landlord on outgoings) exceeded the total amount actually expended by the landlord in respect of those outgoings during the period concerned (s.32(c) RCLA). The report may be a composite report (that is, it may relate to more than one tenant) so long as each tenant to which it relates is able to determine from the report whether or not the amounts paid by the tenant in respect of outgoings were properly payable by the tenant (s.32(d) RCLA). A lease is taken to include provision requiring the landlord, at the request of a tenant, to give the tenant information and explanations that the tenant may reasonably require about expenditure on outgoings to which the tenant is required to contribute and the basis on which the tenant's contribution to the outgoings is determined (s.31(2) RCLA).	to those operating expenses, (s.12(la) RSA). If the landlord fails to give a statement satisfying the above requirements, the Tenant is not liable to pay the operating expenses until the landlord has complied (s.12(1d) RSA).	whether or not the statement correctly states the landlord's expenditure and whether or not the total amount of estimated outgoings exceeded the total actual outgoings (ss.28(1)(e) & (f) RLA). The tenant must be given the opportunity to make written submissions to the auditor on the accuracy of the landlord's proposed outgoings statement and the auditor must consider any written tenant submissions (s.28(2) and (3) RLA). The written outgoings statement need not be accompanied by an auditor's report if the statement does not relate to any outgoings other than: (a) land tax; (b) water; (c) sewerage and drainage rates and charges; (d) local council rates and charges; (e) insurance and strata levies, and it is accompanied by copies of proof of payment (s.28(h) RLA). In relation to shopping centre leases, the estimate of outgoings is to include a broken down statement of: (a) management fees; (b) cleaning costs; and		

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					(c) other prescribed particulars, (s.27(c) RLA), and the outgoings statement is to include a statement of the total: (a) management fees paid; (b) cleaning costs paid; and (c) other prescribed particulars, (s.28(b1) RLA).		

Adjustment of contributions to outgoings

An adjustment of estimated as against actual outgoings must take place within the earlier of: (a) 1 month after a final outgoings statement is provided; and (b) 4 months after the end of an accounting period, (s.48(3) RLA). In the final adjustment, the tenant is only required to pay outgoings properly and reasonably incurred by the landlord (s.48(4)(b) RLA).	No provision.	A lease may provide for adjustments to be made at the end of the period for which estimated outgoings payments have been made (cl.18(5)(b) CPRT).	An adjustment between actual and estimated expenditure must be made within 3 months after the end of each accounting period (s.33 RCLA). Contributions by a tenant toward, and expenditure by a landlord in respect of, repairs and maintenance are not taken into account to the extent that such contributions are paid into a sinking fund (s.33 RCLA).	No provision.	Adjustments for actual outgoings must be made within 1 month after an outgoings statement is issued to the tenant and must in any event take place within 4 months after the end of that period (s.29(a) RLA). Contributions by a tenant toward repairs and maintenance are not taken into account where such contributions are paid into a sinking fund (s.29(c) RLA).	Adjustments for actual outgoings must be made within 3 months after the end of the relevant accounting period (s.67 LCRA).	Adjustments for actual outgoings must be made within 1 month after an outgoings statement is issued to the tenant and must in any event take place within 4 months after the end of that period (s.41 BTA). Expenditure by the landlord in respect of repairs and maintenance are not taken into account where such expenditure is in respect of contributions paid into a sinking fund (s.41 BTA).

Promotion and advertising funds

A shopping centre tenant cannot be required to undertake advertising or promotion of a tenant's business, but can be required to reimburse the landlord for advertising or	If a lease requires the tenant to pay for promotion and advertising amounts: (a) the landlord must make available to the tenant a marketing plan that	In connection with a shopping centre lease, a property owner cannot charge the tenant for advertising or promotion costs incurred in the promotion of the	A lease provision is void to the extent that it requires a shopping centre tenant to undertake advertising or promotion of a tenant's business, but a shopping centre tenant can be required to	In a retail shopping centre lease, the purpose of any fund must be specified in the lease (s.12A(2) RSA). All payments to a fund must be paid into the landlord's interest	If a landlord requires a tenant to pay any amount to the landlord in respect of advertising and promotion costs, the landlord must make a marketing plan available to the tenant	A written estimate must be given to a shopping centre tenant before any advertising or promotion costs can be levied. The estimate must be given at least 1 month before the start of each	A tenant cannot be required to undertake advertising or promotion of a tenant's business, but can be required to reimburse the landlord for advertising or

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promotion costs (s.69 RLA). If a shopping centre tenant is required to contribute to advertising or promotion costs, the landlord must: (a) at least 1 month before the start of each accounting period provide to the tenant a written estimate of the landlord's proposed expenditure on advertising and promotion (s.70 RLA); (b) at least once during each accounting period make available to the tenant a written statement in accordance with relevant accounting principles detailing the landlord's expenditure on advertising and promotion (ss.71(3) & (4) RLA); and (c) within 3 months of the end of each accounting period, provide to the tenant a written statement in accordance with relevant accounting principles which is accompanied by a statement from a registered company auditor confirming whether the statement correctly states the landlord's expenditure,	gives details of the landlord's proposed spending on promotion and advertising (for example, on a centre website) during each accounting period at least 1 month before the start of the accounting period (s.40A RSLA); and (b) the landlord must make available to the tenant an annual audited statement of the landlord's expenditure for promotion amounts within 3 months after the end of each accounting period (s.41 RSLA). The audited statement must be prepared by an auditor registered under the *Corporations Act 2001* (Cth), in accordance with auditing standards generally accepted in the Australian accounting profession, and contain the auditor's opinion on whether the statement presents fairly the landlord's expenditure for promotion amounts (s.41(5) RSLA). The landlord must carry forward any unspent promotion amounts paid by the tenant to be applied towards spending on promotion and advertising of the centre (s.41(6) RSLA).	property owner only (cl.34(1) CPRT). If advertising is charged, an annual marketing plan and budget must be provided (cl.34(2) CPRT). If a tenant requests, the property owner is to provide an unaudited advertising, promotion and expenditure statement within 1 month of the end of each 6 months in an accounting year (cl.34(3) CPRT). Within 3 months of the end of each accounting year, the property owner is to provide an audited report showing how promotion costs have been charged and expended (cl.34(5) CPRT). A property owner cannot require a tenant to undertake advertising in addition to the tenant's contribution to outgoings for advertising and promotion specified in the lease (cl.34(8) CPRT).	reimburse the landlord for advertising or promotion costs incurred or to be incurred by the landlord (s.53 RCLA). If a shopping centre tenant is required to contribute to advertising or promotion costs, the landlord must: (a) at least 2 months before the start of each accounting period provide to the tenant a marketing plan of the landlord's proposed expenditure on advertising and promotion during that accounting period (s.54(1)(a) RCLA); (b) if such a payment relates to an opening promotion, at least 2 months before that opening promotion, make available to the tenant details of the proposed expenditure on that promotion (s.54(1)(b) RCLA); (c) consider any proposals for change made by the tenant within 1 month after the marketing plan is made available to the tenant (s.54(1)(c) RCLA); and (d) within 3 months after the end of each accounting period, provide to	bearing account (s.12A(3)(a) RSA). The landlord may only apply amounts within the fund for: (a) the purpose specified in the lease; (b) taxes and imposts payable on the fund; (c) costs of auditing the fund; (d) accounting legal and other professional costs reasonably incurred in the preparation and approval of any scheme of repayment, (s.12A(3)(b) RSA). If a shopping centre tenant is required to contribute to a fund, the landlord must: (a) keep full and accurate accounts of all money received or held by the landlord in respect of the fund; (b) keep the accounts in such manner that they can be conveniently and properly audited; (c) at the end of the each accounting year cause the accounts to be audited by a registered company auditor; and (d) within 3 months after the end of each accounting year deliver a copy of the audited report to the tenant,	at least 1 month before the start of each accounting period of the landlord (s.53(a) RLA). The plan must provide details of the landlord's proposed expenditure on advertising and promotion during that accounting period (s.53(a) RLA). If payment relates to an opening promotion, the landlord must provide details of proposed expenditure on that promotion at least 1 month before the promotion (s.53(b) RLA). A landlord must also provide: (a) a written half yearly and annual advertising and promotion expenditure statement (s.54 RLA); and (b) an auditor's report on advertising and promotion expenditure within 3 months after the end of the relevant accounting period, (s.55(1) RLA). The tenant must be given the opportunity to make written submissions to the auditor on the accuracy of the landlord's proposed advertising statement and the auditor must consider any written tenant submissions (s.55(3) & (4) RLA).	accounting period (ss.131 & 132 LCRA). If a landlord fails to substantially comply with s.131, the tenant is not liable to pay any advertising and promotion costs (s.132 LCRA). Any moneys paid under an advertising and promotion levy that are not expended within the accounting period are to be retained by the landlord in a marketing fund for future expenditure on advertising or promotion of the shopping centre (s.133 LCRA).	promotion costs (s.68 BTA). If a tenant is required to contribute to advertising or promotion costs, the landlord must: (a) at least 1 month before the start of each accounting period provide to the tenant a marketing plan of the landlord's proposed expenditure on advertising and promotion (s.69 BTA); (b) at least twice during each accounting period make available to the tenant a written statement in accordance with relevant accounting principles detailing the landlord's expenditure on advertising and promotion (s.70 BTA); and (c) within 3 months of the end of each accounting period, provide to the tenant a written statement in accordance with relevant accounting principles which is accompanied by a statement from a registered company auditor confirming whether the statement correctly states the landlord's expenditure (s.71 BTA).

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(s.71(3)(c) RLA). Any unspent tenant contributions must be carried forward by the landlord (s.72(1) RLA). Within 4 months of the end of the lease, an adjustment must be made on a pro rata basis between the landlord and tenant to account for any underpayment or overpayment by the tenant in respect of advertising or promotion costs (s.72(2) RLA).	The landlord must only apply the promotion amounts for promotion and advertising directly attributable to the centre (this may include joint promotions and advertising with other centres) (ss.41(2) & 41(3) RSLA).		the tenant a written report prepared by a registered company auditor which details all expenditure by the landlord in each accounting period on account of advertising or promotion costs (s.55 RCLA). Any unspent tenant contributions must be carried forward by the landlord (s.56 RCLA).	(s.12A(3)(c) RSA). The landlord is liable to pay into the fund any deficiency attributable to the failure of the landlord or any predecessor in title of the landlord to comply with s.12A(3)(a) or (b) notified to the landlord within 3 years of the tenant receiving the auditor's statement showing the deficiency (s.12A(3)(d) RSA).	The tenant may withhold the payment of advertising contributions or promotional costs if the landlord fails to make available to the tenant any of the required marketing or promotional expenditure information for a period in excess of 10 business days after a request by the tenant for such information. The tenant must pay its advertising contribution or promotional costs within 28 days of the required information being furnished (s.55A RLA). Any unspent tenant contribution must be carried forward by the landlord (s.56 RLA).		Any unspent tenant contributions must be carried forward by the landlord (s.72 BTA).

Assignment, subletting

A landlord may only withhold consent to assignment if: (a) there is to be a change of use in a way that is not permitted under the lease; (b) the landlord considers the proposed assignee does not have sufficient financial resources or business experience to meet the obligations under the lease; (c) the tenant has not complied with the reasonable	See 'Disclosure statements by landlord' and 'Disclosure statements by tenant' (ss.22B & 22C RSLA). Where under a lease a tenant may only assign the lease with the landlord's consent and a tenant: (a) requests in writing consent to an assignment; and (b) gives the landlord 'full particulars', a retail tenancy dispute will exist if the landlord does not give or withhold consent within 1 month after the	A property owner must not unreasonably withhold consent to the assignment (cl.28(2) CPRT). A property owner may reject an assignment if: (a) the assignee intends to change the use of the premises; (b) the assignee does not have the financial standing to conduct the business; (c) the assignee does not have the necessary business	A landlord is entitled to withhold consent to an assignment if (and only if): (a) the proposed assignee proposes to change the use to which the premises is put; (b) the proposed assignee is unlikely to be able to meet the financial obligations of the tenant under the lease; (c) the proposed assignee's retailing skills are inferior to	Despite any other written law, a retail shop lease shall be taken to grant to the tenant a right to assign the lease, subject only to a right of the landlord to withhold consent to an assignment on reasonable grounds (s.10(1) RSA). If a tenant has in writing requested the landlord to consent to: (a) an assignment of the lease; or (b) if the lease provides for a sublease of the premises by	To request consent to an assignment, a tenant must provide the proposed assignee with a copy of any disclosure statement given to the tenant in respect of the lease, together with details of any changes that have occurred in respect of the information contained in that disclosure statement. For this purpose, the tenant is entitled to request the landlord to provide a copy of the updated disclosure statement concerned and the landlord must	Owner can only withhold consent to a sublease/assignment of the lease where it is reasonable to do so in all the circumstances (s.100 LCRA). Owner may within 14 days of the tenant's request for assignment, request certain information in relation to the proposed assignee (s.96 LCRA). Owner must give notice of its consent or refusal within 28 days of receiving the request or, if information is requested, within 21 days after receiving	A landlord may only withhold consent to assignment if (s.53 BTA): (a) there is to be a change of use in a way that is not permitted under the lease; (b) the landlord considers the proposed assignee does not have sufficient financial resources or business experience to meet the obligations under the lease; (c) the tenant has not complied with the

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assignment provisions of the lease; or (d) the assignment is in connection with a lease of premises that will continue to be used for the carrying on of an ongoing business and the tenant has not provided the assignee with business records for the previous 3 years or any shorter period that the tenant has carried on business at the premises, (s.60(1) RLA).	request (s.50(1) RSLA). The landlord must not impose a new obligation on an assignee, withdraw from any assignee an existing right or impose a condition for giving its consent which the tenant considers is unreasonable (s.50(2) RSLA). If the assignor complies with its obligation to give disclosure statements (and the statements are not defective) the assignor and any guarantor of the assignor are released from any liability under the lease resulting from a default by the assignee (s.50A RSLA).	skills to conduct the business; (d) the assignee does not enter into a written agreement with the property owner in accordance with some or all of the terms of the lease or as otherwise reasonably requested by the property owner, (cl.28(7) CPRT).	those of the assignor; (d) the tenant has not complied with procedural requirements for obtaining landlord's consent, (s.43(1) RCLA).	consent, a sublease of the premises, and the landlord fails to give notice consenting or withholding consent within 28 days after receipt of the request, the landlord is deemed to have consented to the assignment or sublease, as the case may be (s.10(2) RSA).	comply with such a request within 14 days (s.41 RLA). If the landlord fails to provide the updated landlord's disclosure statement to the tenant, it is sufficient compliance if the tenant provides the assignee with the landlord's disclosure statement as completed by the tenant to the best of the tenant's knowledge (s.41 RLA). If the tenant wishes to avoid ongoing liability under the lease, the tenant must, at least 7 days before assignment, also provide the proposed assignee with an updated landlord's disclosure statement, an assignor's disclosure statement as set out in Part A of Schedule 2A and a disclosure confirmation in the form of Part B of Schedule 2A (if the assignment is in connection with the lease of a retail shop that will continue to be an ongoing business), (s.41A(2) RLA).	the information requested. If the owner fails to give notice of consent or refusal of consent within the prescribed time, the owner's consent is deemed to be given (s.99 LCRA).	reasonable assignment provisions of the lease and s.56 of the Act; or (d) the tenant has not provided the assignee with prior business information concerning the financial standing and business experience of the proposed assignee, (s.57 BTA).
A request for assignment must be in writing. A tenant must provide the landlord with such information as the landlord reasonably requires about the financial resources and business experience of		A request for an assignment must be in writing (cl.28(1) CPRT). Within 14 days of receiving a request for consent, the property owner must advise the tenant in writing of the information that the property owner requires to make a	A request for assignment must be in writing. A tenant must provide the landlord with such information as the landlord reasonably requires about the use to which the premises will be put and the financial standing and business	A provision to the effect that the landlord may recover from the assignor or guarantor of the assignor any moneys payable by assignee is void (s.10(4) RSA).	The tenant must also provide the landlord with such information as the landlord may reasonably require concerning the financial resources and retailing skills of the proposed assignee (s.41(b) RLA).	The tenant and its guarantors are relieved from further obligations under a lease upon assignment of the lease (s.103 LCRA).	A request for assignment must be in writing and the landlord must deal expeditiously with the request. The landlord is taken to have consented to an assignment if the tenant has complied with ss.56 & 57 and the landlord has not made

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the proposed assignee (s.61(2) RLA).		decision concerning the assignment (cl.28(3) CPRT).	experience of the proposed assignee (s.45(a) RCLA).				a decision within 42 days of the request (s.55 BTA).
Before requesting the landlord's consent to an assignment, a tenant must give a proposed assignee a copy of the disclosure statement that the tenant received and details of any changes of which the tenant is aware or could reasonably be expected to be aware (s.61(3) RLA). The tenant may request that the landlord provide the tenant with a new disclosure statement for this purpose. The landlord is liable to a fine of up to 10 penalty units if the landlord does not provide a new statement within 14 days of a request (s.61(5) RLA).		A property owner may require a tenant to provide: (a) information about the financial standing of the assignee and any approval for finance; (b) information on the relevant business skills of the prospective assignee; (c) information on the financial standing of the prospective guarantors; (d) information as to the proposed use of the premises by the prospective assignee; and (e) 2 references, (cl.28(4) CPRT).	Before requesting the landlord's consent to an assignment, a tenant must give a proposed assignee a copy of the disclosure statement that the tenant received and details of any changes of which the tenant is aware or could reasonably be expected to be aware (s.45(b) RCLA). The tenant may request that the landlord provide the tenant with a copy of the disclosure statement concerned for this purpose. If the landlord is unable or unwilling to comply with such request within 14 days, the requirement that the tenant give the proposed assignee a copy of the disclosure statement does not apply to the tenant (s.45(c) RCLA). The assignor and any guarantor of the assignor will be released from liability under the lease from the earlier of: (a) 2 years after the assignment date; (b) the date on which the lease expires; and (c) the date of commencement of a renewal or extension made after the assignment,		The landlord must deal expeditiously with a request for consent and if a landlord has not given notice in writing to the tenant either consenting or withholding consent to an assignment within 28 days after the request was made, the landlord is taken to have consented to the assignment (s.41 RLA).		Before requesting the landlord's consent to an assignment, a tenant must: (a) give a proposed assignee a copy of the disclosure statement that the tenant received and details of any changes of which the tenant is aware or could reasonably be expected to be aware (s.56(a) BTA); or (b) request that the landlord provide the tenant with a new disclosure statement for this purpose. The landlord must comply with this request within 14 days of the request (s.56(e) BTA).

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			if the assignor provides an assignor's disclosure statement, which is not materially false or misleading, to: (a) the proposed assignee, before requesting the landlord's consent; and (b) the landlord, when requesting the landlord's consent to the proposed assignment, (s.45A RCLA). The assignor's disclosure statement must contain the information required under the Regulations (see Form 2 in Schedule 1 of the Regulations) (s.45A RCLA).				
A landlord must deal expeditiously with a request for assignment and is deemed to have consented if the landlord has not given written notice consenting or withholding consent within 28 days of the request (s.61(6) RLA). If premises will continue to be used for the carrying on of an ongoing business following an assignment, the tenant must give any assignee a disclosure statement in the form required by the Regulations (s.61(5A) RLA). In this case, if a disclosure statement is provided, the tenant and any guarantor are released		Property owner is to give written notice of the approval or rejection of the assignment within 21 days of receiving all of the information that the tenant is required to give (cl.28(5) CPRT). If no objection is made within the 21 day period, the property owner is taken to have approved the application (cl.28(6) CPRT).	A landlord must deal expeditiously with a request for assignment and is deemed to have given consent if the tenant has complied with procedural requirements and the landlord has not within 42 days after the request was made given notice in writing to the tenant either consenting or withholding consent (s.45 RCLA). If the landlord withholds consent to an assignment the landlord must give the tenant a written statement of the grounds on which consent is withheld (s.43(2) RCLA).		A landlord may withhold consent to the assignment if: (a) the assignee proposes to change the use to which the shop is put; (b) the assignee has financial resources or retailing skills that are inferior to the assignor; (c) the tenant has not complied with the procedure for obtaining consent to assignment; (d) in the case of a lease awarded by public tender, the assignee fails to meet any criteria of the tender, (s.39 RLA).		If premises will continue to be used for carrying on an ongoing business following an assignment and the tenant gives the assignee a disclosure statement which is not false, misleading or incomplete, the tenant and any guarantor are released on assignment (s.58 BTA). A landlord may give or withhold consent at its absolute discretion to the grant of a sublease, licence, the parting of possession of the premises or giving of consent to mortgaging, charging or otherwise encumbering the property or lease (s.59 BTA).

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upon assignment (s.62 RLA). Effective 22 April 2013, the form of the disclosure statement is prescribed by r.8(3) of the Regulations. Previously there was no form prescribed. The assignment of a retail premises lease is taken to be a continuation of the lease (s.8 RLA). A landlord may give or withhold consent to a sublease at its absolute discretion.			A landlord or a person acting on behalf of a landlord cannot seek or accept a premium for an assignment. Maximum penalty: $15,000 (s.44 RCLA). Any premium paid can be recovered (s.44(2)(b) RCLA). A lease may contain a provision allowing a landlord to refuse at the landlord's absolute discretion, consent to the grant of a sublease, licence, concession or parting with possession of the premises (s.46 RCLA).		A landlord may reserve the right to refuse to: (a) consent to the grant of a sublease, licence or concession in respect of the whole or any part of the shop; or (b) consent to the tenant parting with possession of the whole or any part of the shop, (s.42 RLA). If the tenant assigns a retail shop lease in conjunction with the use of the shop for the conduct of an ongoing business, in order for the tenant to avoid ongoing liability to the landlord, at least 7 days before the assignment of a lease: (a) the assignor must provide the assignee an updated landlord's disclosure statement; (b) the assignor must provide the assignee an assignor's disclosure statement (in the form or to the effect of the form contained in Part A of Schedule 2A); and (c) the assignor must provide the landlord a copy of the assignor's disclosure statement together with a disclosure confirmation signed		

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					by the assignor and the assignee (in the form or to the effect of the form contained in Part B of Schedule 2A), unless it is found that the information contained in the assignor's disclosure statement is false or misleading or the statement was incomplete (s.41A RLA).		

Fit out

A tenant is not required to pay or contribute towards the cost of any fit out unless the liability to make the payment or contribution is set out in the disclosure statement (s.20 RLA). A lease in a shopping centre which requires the tenant to pay for alterations to enable fit out in respect of any of the following: (a) electrical reticulation or automatic sprinklers; (b) power and gas supply; (c) layout of air-conditioning ducts or registers; (d) location of exhausts; (e) telephone or electrical cabling; or (f) other matters prescribed by Regulations,	No provision.	No provision.	No provision.	A provision in a retail shop lease that obliges a tenant to contribute towards the cost of any landlord's finishes, fixtures, fittings, equipment or services is void unless notification of such is given in the disclosure statement (s.12(3A) RSA).	The landlord may charge a special rent to cover the cost of fit out and equipment installed or provided by the landlord or at the landlord's expense (s.21 RLA). The maximum amount (or a formula for its calculation) payable by the tenant for works carried out by the landlord to enable the tenant's proposed fit out must be agreed in writing between the parties before the lease is entered into (s.13 RLA). If a prospective landlord in a shopping centre requires a particular standard for the fit out it must provide the tenant with a tenancy fit out statement (fit out guide) containing all relevant information otherwise the tenant is not liable to carry out the fit out to the extent that it is not	A lease provision is void if it requires the tenant to pay for or contribute towards the cost of a finish, fixture, fittings, equipment or service unless the requirement to make the payment or contribution was in the disclosure statement (s.75 LCRA).	Tenant is not liable to pay rent where the landlord has unfulfilled fit out obligations (s.27 BTA).

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is deemed to provide that the work must be carried out by suitably skilled and experienced persons engaged or approved by the landlord (ss.30(1) & (2)). Note: to date no other matters have been prescribed by regulation. The maximum cost or a basis or formula with respect to those costs must be agreed in writing before the works begin or, failing agreement, determined by an independent quantity surveyor agreed between the parties or, failing agreement, appointed by the Small Business Commission (ss.30(3) & (4) RLA). The tenant is not liable to pay any amount exceeding the amount agreed or determined (s.30(5) RLA).					covered by the statement (s.13A RLA).		

Payment of rent during landlord's fit out

A tenant is not liable to pay rent or any other amount under the lease before the landlord has substantially complied with its fit out obligations (s.31 RLA).	No provision.	Unless otherwise agreed, rent and outgoings are to commence from the date of handing over of possession with all finishes provided by the property owner in accordance with the lease (cl.17 CPRT).	A tenant is not liable to pay rent or any other amount until the landlord has substantially complied with its fit out obligations and the landlord is not entitled to deny the tenant possession merely because the landlord has not complied with its fitout obligations but this does not prevent a landlord from denying a tenant possession of	No provision.	A tenant is not liable to pay rent or any other amount until the landlord has substantially complied with its fit out obligations (s.17 RLA).	Payment of rent (and outgoings) must not commence before the date of handing over the premises and not before all works to be provided by the owner are substantially provided (ss.48 & 69 LCRA).	A tenant is not liable to pay rent or any other amount until the landlord has substantially complied with its fit out obligations and the landlord is not entitled to deny the tenant possession merely because the landlord has not complied with fitout obligations (s.27 BTA).

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			unsafe premises (s.21(2)(b) RCLA).				

Notice of works

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
A landlord must not start to carry out any alteration or refurbishment of the building or retail shopping centre which is likely to adversely affect the business of the tenant unless: (a) the landlord has notified the tenant in writing of the proposed alteration or refurbishment at least 60 days before it is started; or (b) the alteration or refurbishment is necessary because of an emergency and the landlord has given the tenant the maximum period of notice that is reasonably practicable in the circumstances, (s.53 RLA).	No provision.	Property owner is to give reasonable notice (being not < 6 months) before the commencement of any major alteration or refurbishment of a building which includes the premises and which is likely to affect the tenant (cl.22(1) CPRT). In the case of minor repairs, the property owner must give reasonable notice of the proposed alteration or refurbishment (cl.22(2) CPRT).	A landlord must not start to carry out any alteration or refurbishment of the building or retail shopping centre which is likely to adversely affect the business of the tenant unless: (a) the landlord has notified the tenant in writing of the proposed alteration or refurbishment at least 1 month before it is started; or (b) the alteration or refurbishment is necessary because of an emergency and the landlord has given the tenant the maximum period of notice that is reasonably practicable in the circumstances, (s.37 RCLA).	No provision.	A landlord must provide 2 months written notice of any proposed alteration or refurbishment to a building or shopping centre, to any tenant whose business is likely to be adversely affected (s.33(a) RLA). If the alteration or refurbishment is necessitated by an emergency the landlord need only give the maximum period of notice that is reasonably practicable in the circumstances (s.33(b) RLA).	A landlord must advise a tenant likely to be materially affected by alterations or refurbishment to a shopping centre or building in which the premises are located not < 2 months before the commencement of the alterations or refurbishment (s.79 LCRA). If the alterations or refurbishment is as a result of an emergency the landlord must give notice that is reasonable in the circumstances (s.80 LCRA). A landlord must not redevelop a shopping centre or part of a shopping centre without consultation with the majority of tenants in the centre or that part of the centre which will be affected (s.135 LCRA).	A landlord must provide 2 months written notice of any proposed alteration or refurbishment to a building or centre, to any tenant whose business is likely to be affected (s.46 BTA).

Landlord's repair obligations (see also 'compensation for disturbance', etc.).

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
A lease is taken to provide that a landlord must maintain in a condition consistent with condition of the premises when the retail premises lease was entered into:	No provision.	No provision.	No provision.	No provision.	A lease is taken to provide that if the landlord fails to rectify any breakdown of plant or equipment under the landlord's care or maintenance, or in the case of a shop within a retail shopping centre fails to adequately clean, maintain or	No provision.	No provision.

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
(a) the structure of, and fixtures in, the premises; (b) plant and equipment at the premises; and (c) appliances, fittings and fixtures provided by the landlord relating to gas, electricity, water, drainage or other services, (s.52(2) RLA) unless: (e) the need for repair arises out of misuse by the tenant; or (d) the tenant is entitled or required to remove those items at the end of the lease, (s.52(3) RLA). A tenant may agree to carry out, or cause to be carried out, repairs or maintenance work in respect of an essential safety measure on behalf of the landlord (s.52(6) RLA). This does not affect any obligation of the landlord as an owner of the building to comply with any requirement under the *Building Act 1993* (Vic) or regulations made under that Act (s.52(7) RLA).					repair the retail shopping centre (including common areas), and the landlord does not rectify the matter as soon as reasonably practicable after being requested in writing by the tenant to do so, the landlord is liable to pay the tenant reasonable compensation for any loss or damage (other than nominal damage) suffered by the tenant as a consequence (ss.34(1)(e) & (f) RLA).		

Urgent repairs

If there is a fault or damage which has a substantial effect on the tenant's business, the landlord is responsible to repair	No provision. The landlord is not liable to pay compensation for loss or damage suffered	No provision.	No provision.	No provision.	No provision. The landlord is not liable to pay compensation for loss or damage suffered	No provision.	No provision.

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
under the terms of the lease or the Act, and the tenant is unable to get the landlord to effect the repairs despite having taken reasonable steps, the tenant may undertake any urgent repairs and recover the cost from the landlord (ss.52(4) & (5) RLA). The tenant must give the landlord written notice of the repairs within 14 days of their being carried out but the tenant's right to reimbursement is not conditional upon the tenant doing so (s.52(5) RLA).	because the landlord takes action: (a) as a reasonable response to an emergency; or (b) in compliance with any duty imposed under an Act, (s.43AB RSLA).				because the landlord takes action: (a) as a reasonable response to an emergency; or (b) in compliance with any duty imposed under an Act, (s.34(4) RLA).		

Damaged premises

If a premises or building in which the premises are located is damaged: (a) except where the tenant caused the damage, rent and other outgoings abate until the premises can again be used (proportionately if appropriate); (b) if the landlord reasonably considers that the extent of damage makes repair impractical or undesirable and notifies the tenant of that, the landlord or tenant may terminate on 7 days' notice; and (c) if the landlord fails to repair within a	No provision.	A tenant is not required to pay rent and outgoings if the premises are unusable or inaccessible due to damage unless the tenant: (a) is responsible for the damage; (b) contributes substantially to the damage; or (c) takes some action which results in the termination of the property owner's insurance, (cl.25(1) CPRT). If premises that are damaged are usable for the purposes described in the lease, the rent and outgoings are to be reduced having regard to the nature and the extent	If a shop or building is damaged, the lease is taken to include the following provisions: (a) the tenant is not liable to pay rent or contribute to outgoings, in respect of the period during which the shop cannot be used or is inaccessible (this does not apply if the damage results from the wrongful act or negligence of the tenant or its employee or agent, unless the landlord has appropriate insurance and the tenant contributes to the premium); (b) if the shop is partially usable, the tenant's liability for	No provision.	If a retail shop or the building in which the retail shop is located is damaged: (a) rent and any amount payable to the landlord as outgoings abate until the premises can again be used or accessed (proportionately if appropriate); (b) if the landlord notifies the tenant in writing that the landlord considers that the extent of damage makes repair impractical or undesirable, the landlord or tenant may terminate on 7 days' notice; and (c) if the landlord fails to repair within a reasonable time	If leased premises are, or a building that contains the premises is, damaged in a material way, the landlord must tell the tenant in writing, within 2 months after the day, or last day, the damage happened: (a) that the landlord reasonably considers repair of the premises or building is impracticable, and intends not to repair the premises or building; or (b) that the landlord intends to repair or reinstate the premises or building between starting and finishing dates	If a shop or building is damaged, the lease is taken to include the following provisions: (a) the tenant is not liable to pay rent or contribute to outgoings, in respect of the period during which the shop cannot be used or is inaccessible; (b) if the shop is partially useable, the tenant's liability for rent and outgoings is reduced proportionately; (c) if the landlord notifies the tenant that it considers the damage to make repair impracticable or undesirable, either party may

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
reasonable time after the tenant has asked the landlord to do so, the tenant may terminate on 7 days' notice, (s.57(1) RLA).		of the damage (cl.25(2) CPRT). The CPRT is unclear regarding whether the reduction is applied when the tenant has caused the damage. If the property owner fails to repair the damage within a reasonable time, the tenant may terminate the lease (cl.25(3) CPRT).	rent and outgoings is reduced proportionately in respect of the period during which useability is diminished (this does not apply if the damage results from the wrongful act or negligence of the tenant or its employee or agent, unless the landlord has appropriate insurance and the tenant contributes to the premium); (c) if the landlord notifies the tenant that it considers the damage is such as to make repair impracticable or undesirable, either party may terminate the lease by 7 days' notice (and no compensation is payable for the termination); (d) the tenant may terminate the lease by 7 days' notice, if the landlord fails to repair the damage within a reasonable time; and (e) either party may recover damages for the damage or destruction, according to common law or other contractual entitlements, (s.40 RCLA).		after the tenant has asked the landlord to do so, the tenant may terminate on 7 days' notice, (s.36(a)-(d) RLA). The landlord may recover damages from the tenant in respect of any damage caused by the tenant (s.36(e) RLA).	approximately stated in the notice, (s.88 LCRA). The parties' respective termination rights are set out at ss.89 & 90 LCRA. If the premises or building are damaged and the premises: (a) cannot be used for their normal purpose the tenant is not required to pay rent or outgoings while the premises cannot be used unless the Magistrates Court decides otherwise; (b) can be used (in whole or in part) for their normal purpose the tenant must not refuse to pay rent or outgoings unless the Magistrates Court decides or the parties agree otherwise, (ss.84 & 85 LCRA).	terminate the lease by 7 days' notice (and no compensation is payable for the termination); (d) the tenant may terminate the lease by 7 days' notice, if the landlord fails to repair the damage within a reasonable time; and (e) either party may recover damages for the damage or destruction, according to common law or other contractual entitlements, (s.50 BTA).

VIC	QLD	TAS	SA	WA	NSW	ACT	NT

Tenant's employees

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
A lease cannot limit a tenant's choice of employees or contractors (s.59(1) RLA) but may: (a) specify minimum standards of competence; (b) prohibit work from being carried out on specified items of landlord's property; and (c) in respect of shopping centre premises, require compliance with an award or agreement, (s.59(2) RLA).	No provision.	A lease cannot limit a tenant's choice of contractors or staff (cl.26(1) CPRT) but may: (a) specify minimum standards of competence; (b) prohibit work from being carried out on specified items of owner's property; (c) in respect of shopping centre premises, require compliance with a construction site agreement or industrial award; and (d) require work to be carried out in accordance with the law, (cl.26(2) CPRT).	A lease must not contain a provision that limits the tenant's right to employ persons of the tenant's own choosing, but may: (a) specify minimum standards of behaviour for persons employed in the shop; and (b) require the tenant to comply with an award or agreement, (s.41 RCLA).	No provision.	A lease cannot limit a tenant's right to employ persons of the tenant's own choosing but may: (a) specify minimum standards of competence and behaviour; (a1) specify requirements for police and security checks, if the lease provision is specifically approved by the Registrar; (b) prohibit work from being carried out on specified items of landlord's property; and (c) in respect of shopping centre premises, require compliance with an award or agreement, (s.37 RLA).	A lease cannot limit a tenant's choice of employees but may: (a) specifying reasonable minimum standards of competence and behaviour; (b) prohibit work being carried out on specified items of the landlord's property; (c) in respect of shopping centre premises, require compliance with an award or agreement, (s.73 LCRA).	A lease must not contain a provision that limits the tenant's right to employ persons of the tenant's own choosing, but may: (a) specify minimum standards of behaviour for person employed in the shop; (b) require the tenant to comply with an award or agreement; and (c) prohibit work from being carried out on specified items of the landlord's property, (s.52 BTA).

Refurbishment

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
A tenant can be required to refurbish or refit only if the lease indicates generally the nature, extent and timing of the refurbishment or refitting (s.58 RLA).	A lease provision is void if it requires the tenant to refurbish or refit the leased shop unless the lease gives general details of the nature, extent and timing of the refurbishment or refitting required (s.50B RSLA).	A tenant can be required to refurbish or refit only if the lease states the general form and timing of the refurbishment or refitting (cl.27 CPRT).	A tenant may be required to fit or refit the shop, or to provide fixtures, plant or equipment, if the disclosure statement discloses the obligation and contains sufficient details to enable the tenant to obtain an estimate of the likely cost of complying with the obligation (s.13(1) RCLA).	A tenant can only be required to refurbish or refit if the lease specifies the nature, extent and timing of the refurbishment or fitout (s.14C RSA).	A tenant can be required to refurbish or refit only if the lease specifies the nature, extent and timing of the refurbishment or refitting (s.38 RLA).	A tenant can be required to refurbish or refit only if the lease specifies the nature, extent and timing of the refurbishment or refitting (s.74 LCRA).	A tenant can be required to refurbish or refit only if the lease specifies the nature, extent and timing of the refurbishment or refitting (s.51 BTA).

Compensation for disturbance etc.

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
The landlord is liable to pay a tenant reasonable compensation if the tenant suffers loss or damage as a result of the landlord: (a) substantially inhibiting the tenant's access to the premises; (b) unreasonably taking action that substantially inhibits or alters the flow of customers to the retail premises; (c) unreasonably taking action that causes significant disruption to the tenant's trading; (d) fails to take reasonable steps to prevent or stop significant disruption within the landlord's control to the tenant's trading; (e) fails to rectify any breakdown of plant or equipment, not under the tenants care or any defect to the building; or (f) neglects adequately to clean, maintain or repair any common area, (s.54(2) RLA). The tenant must give the landlord written notice of any loss or damage as soon as practicable after it is suffered but a failure to do so does not affect the tenant's right to	Compensation for business disturbance may be payable if the landlord: (a) relocates the tenant's business and the lease was entered into before 3 April 2006 (for leases entered into from 3 April 2006, see ss.46C – 46G summarised below); (b) restricts tenant's access in a substantial manner; (c) substantially alters or restricts the access or flow of customers to or past the premises; (d) fails to make reasonable efforts to avoid trade disruption; (e) fails to rectify a breakdown; (f) does not adequately clean, maintain or repair any common area; (g) caused the tenant to vacate before end of lease because of extension, refurbishment or demolition of building; (h) caused the tenant to enter into the lease (or renewal) on the basis of a misrepresentation; (i) did not make the shop available for trade on the date specified in the	Compensation may be payable if the property owner: (a) inhibits tenant's access in any substantial manner; (b) substantially alters or inhibits the flow of customers to the premises; (c) fails to make reasonable efforts to avoid trade disruption; (d) fails to rectify a breakdown; (e) acts in a manner which, in all the circumstances, is unconscionable; (f) terminates a lease dishonestly, maliciously or for a purpose that is not genuine; (g) in relation to a shopping centre, fails to maintain any common area; (h) fails to take reasonable steps to ensure the premises are kept in good order and repair; (i) relocates the tenant's business to other premises during the term of the lease or any renewal of it; (j) fails to take reasonable steps to ensure that any defect in the shopping centre or retail premises is rectified;	Compensation may be payable if the landlord: (a) inhibits a tenant's access in a substantial manner; (b) substantially alters or inhibits the flow of customers to the shop; (c) unreasonably takes action that causes significant disruption of, or has a significant adversely effect on, a tenant's trading; (d) fails to take reasonable steps to prevent or stop significant disruption of, or a significant adverse effect on, the tenant's trading attributable to causes within the landlord's control; (e) fails to rectify the breakdown of plant and equipment under the landlord's care or maintenance; (f) fails to clean, maintain or repair a retail shopping centre (including common areas), and fails to rectify the matter as soon as reasonably practicable after being requested in writing by the tenant (s.38(1) RCLA). A lease may include a provision preventing or limiting a claim for	Where a retail shop lease provides for occupation of a retail shop situated in a retail shopping centre, the lease shall be taken to provide that if the landlord: (a) inhibits the access of the tenant to the retail shop in any substantial manner; (b) takes any action that would substantially alter or inhibit the flow of customers to the retail shop; (c) causes, or fails to make reasonable efforts to prevent or remove, any disruption to trading within the centre which disruption causes loss of profits to the tenant; (d) fails to have rectified as soon as practicable any breakdown of plant and equipment under his care and maintenance which breakdown causes loss of profits to the tenant; or (e) fails to adequately clean, maintain or repaint the building or buildings of which the centre is comprised or any common area connected with the centre, and after being given by the tenant notice in	Compensation may be payable if the landlord: (a) inhibits tenant's access in a substantial manner; (b) substantially alters or inhibits the flow of customers to the shop; (c) unreasonably takes action that causes significant disruption of trading; (d) fails to take all reasonable steps to prevent or put a stop to anything that significantly disrupts or adversely effects the tenant's trading and that is attributable to causes within the landlord's control; (e) fails to rectify any breakdown of plant or equipment; or (f) fails to adequately clean, maintain or repair any common areas, and fails to rectify the matter as soon as reasonably practicable after being requested in writing by the tenant (s.34(1) RLA). A retail shop lease may include a provision preventing or limiting a claim for compensation in respect of any particular occurrence if the likelihood of the occurrence was specifically drawn to the attention of the	Compensation may be payable if the owner: (a) materially inhibits tenant's access to the premises; (b) materially inhibits or alters the flow of customers to the premises; (c) fails to rectify any breakdown of plant or equipment under the owner's care and maintenance as soon as practicable; (d) neglects to adequately clean maintain or repair the shopping centre in which the premises are located; or (e) adversely affects the trade of a tenant without reasonable cause. Note that compensation for (a) and (b) does not apply if the owner's action was a reasonable response to an emergency, compliance with a statutory requirement or a lawful direction of a government entity not due to any neglect or failure of the landlord (s.81 LCRA). In determining the amount of reasonable compensation, regard is to be had to any concession given to the tenant (such as reduced rent)	Compensation may be payable if the landlord: (a) inhibits tenant's access in a substantial manner; (b) substantially alters or inhibits the flow of customers to the shop; (c) unreasonably takes action that causes significant disruption of trading; (d) fails to take all reasonable steps to prevent or put a stop to anything that significantly disrupts or adversely effects the tenant's trading and that is attributable to causes within the landlord's control; (e) fails to rectify any breakdown of plant or equipment; (f) fails to adequately clean, maintain or repair any common areas; and fails to rectify the matter as soon as reasonably practicable after being requested in writing by the tenant (s.47 BTA). A lease may include a provision preventing or limiting a claim for compensation in respect of any particular occurrence if the likelihood of the occurrence was specifically drawn to the attention of the

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
compensation (s.54(3) RLA).	disclosure statement, (s.43 RSLA). Compensation provisions do not apply to periodic tenancies (other than a tenant holding over under the lease or with the landlord's consent) and tenancies at will (s.42 RSLA). For leases entered into from 3 April 2006, the above provisions apply to: (a) tenants holding over; and (b) sublessees or franchisees entitled to occupy the retail shop under the lease or with the landlord's consent, (s.5 RSLA). The tenant must give the landlord written notice of the loss or damage as soon as practicable after it is suffered (but a failure to do so does not affect the tenant's right to compensation but must be considered when deciding the amount of compensation) (s.43 RSLA). If the parties cannot agree on the amount of compensation, it is to be decided by way of the dispute resolution process (s.44(1) RSLA). An agreement in a lease about compensation is void to the extent it limits the amount (s.44A RSLA).	(k) causes the tenant to vacate the premises before the end of the lease or any renewal of it because of any extension, refurbishment or demolition. (cl.23(1) CPRT). A lease cannot limit liability for compensation: (a) in relation to paragraphs (a)-(d) or (g) unless details of the specific disturbance were given to the tenant before execution of the lease which specifies a formula for compensation; (b) in relation to paragraphs (e) or (f), (cl.23(2) & (3) CPRT). The enlargement of a shopping centre or a change in its tenancy is not of itself grounds for compensation (cl.23(4) CPRT).	compensation in respect of any particular occurrence if the likelihood of the occurrence was specifically drawn to the attention of the tenant in writing before the lease was entered into (s.38(3) RCLA).	writing requiring him to rectify the matter does not do so within such time as is reasonably practicable then despite any provision contained in the lease, the landlord is liable to pay the tenant reasonable compensation as is agreed in writing between the parties or determined by the Tribunal (s.14 RSA).	tenant in writing before the lease was entered into (s.34(3) RLA). This provision does not apply to the actions of the landlord in the case of an emergency or when complying with a duty imposed under an Act or by a public authority (s.34(4) RLA).	(ss.81 & 82 LCRA).	tenant in writing before the lease was entered into (s.47 BTA). This section does not apply to the actions of the landlord in the case of an emergency or when complying with a duty imposed under an Act or by a public authority (s.47 BTA).

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
	However, a provision may limit a claim for compensation for an anticipated disturbance that occurs within 1 year from the date the lease is entered into if, before the lease is entered into, the landlord gives the tenant a written notice which includes: (a) a specific description of the nature of the anticipated disturbance on the tenant; (b) a statement assessing the likelihood of the anticipated disturbance occurring, including an indication of the basis on which the assessment was reached; and (c) a statement of the timing, duration and effect of the anticipated disturbance, so far as they can be predicted, (s.44A RSLA). 'Anticipated disturbance' is an action or omission in relation to which a landlord is liable to pay the tenant compensation for business disturbance under the RSLA (s.44A(5) RSLA). For compensation for false or misleading statements, see 'Misleading and						

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
	deceptive conduct' (s.43AA RSLA).						

Obligations of landlord to franchisees and subtenants

Nil.	For leases entered into from 3 April 2006, compensation may be payable by the landlord to a franchisee or subtenant if the landlord: (a) restricts the franchisee's or subtenant's access in a substantial manner; (b) substantially alters or restricts the access or flow of customers to or past the premises; (c) fails to make reasonable efforts to avoid trade disruption; (d) fails to rectify a breakdown; (e) does not adequately clean, maintain or repair any common area; (f) caused the franchisee or subtenant to vacate before the end of the lease because of the extension, refurbishment or demolition of the building; (g) caused the franchisee or subtenant to enter into the lease or occupancy agreement on the basis of a misrepresentation;	Nil.	The definition of 'lessee' includes any person who has a right to occupy a retail shop under a retail shop lease and includes a 'sublessee' (s.3(1) RCLA). This definition would apply to franchisees and subtenants, who therefore have all of the protections given to tenants under the RCLA.	Nil.	Nil.	Nil.	The definition of 'tenant' (in relation to a retail shop) includes any person who has a right to occupy a retail shop and specifically refers to a subtenant (s.5(1) BTA). This definition would apply to franchisees. Subtenants and franchisees therefore have all of the protections given to tenants under the BTA.

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
	(h) did not make the shop available for trade on the date specified in the disclosure statement, (s.5 & 43 RSLA). Provisions do not apply to periodic tenancies (other than a franchisee or subtenant holding over under the lease or with the landlord's consent) and tenancies at will (s.42 RSLA). The franchisee or subtenant must give the landlord written notice of the loss or damage as soon as practicable after it is suffered (but a failure to do so does not affect the franchisee or subtenant's right to compensation but must be considered when deciding the amount of compensation) (s.43 RSLA). If the parties cannot agree on the amount of compensation, it is to be decided by way of the dispute resolution process (s.44(1) RSLA). An agreement in a lease about compensation is void to the extent it limits the amount (s.44A RSLA). However, a provision may limit a claim for compensation for an anticipated disturbance that occurs within 1 year from the date the lease is entered into if, before the lease						

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
	is entered into, the landlord gives the franchisee or subtenant a written notice which includes: (a) a specific description of the nature of the anticipated disturbance on the franchisee or subtenant; and (b) a statement assessing the likelihood of the anticipated disturbance occurring, including an indication of the basis on which the assessment was reached; and (c) a statement of the timing, duration and effect of the anticipated disturbance, so far as they can be predicted, (s.44A RSLA).						

Unconscionable conduct

Neither a landlord nor a tenant under a lease or a proposed lease may engage in conduct that is 'in all the circumstances' unconscionable (ss.77(1)& 78(1) RLA). The factors to be considered in assessing whether unconscionable conduct has occurred include the following: (a) relative bargaining power;	Neither a landlord nor a tenant may engage in conduct that is 'in all the circumstances' unconscionable (ss.46A(1) & 46A(2) RSLA). Note: This provision only applies to conduct in relation to a lease entered into on or after 24 June 2001 (s.46AB RSLA). The factors to be considered in assessing whether	A person must not engage in conduct that is harsh, unjust or unconscionable (cl.3(1) CPRT). Unconscionable conduct by a property owner may include a threat: (a) to subsidise a competitor to the tenant in nearby premises; (b) not to renew the lease unless the tenant agrees to a proposal by the	A party to a lease must not, in connection with the exercise of a right or power under the Act or the lease, engage in conduct that is (in all the circumstances) vexatious. Maximum penalty - $8,000 (s.75 RCLA). A landlord may not require a premium for a renewal nor threaten a tenant to prevent them from exercising a right to renew or a right	Neither the landlord nor the tenant may engage in unconscionable conduct in connection with a retail shop lease (ss.15C & 15D RSA). The factors to be considered in assessing whether unconscionable conduct has occurred include the following: (a) relative bargaining power; (b) whether a party's conduct was reasonably	Neither the landlord nor the tenant may engage in unconscionable conduct in connection with a retail shop lease (ss.62B(1) & (2) RLA). The factors to be considered in assessing whether unconscionable conduct has occurred include the following: (a) relative bargaining power; (b) whether a party's conduct was reasonably	A party to a lease, or a party to negotiations for a proposed lease, must not, in dealings with another party to the lease or negotiations, engage in conduct that is unconscionable or harsh and oppressive (s.22 LCRA). Without limiting the foregoing the Magistrates Court may consider when making an order in relation to a dispute arising from alleged contravention	Neither the landlord nor the tenant may engage in unconscionable conduct in connection with a retail shop lease (ss.79 & 80 BTA). The factors to be considered in assessing whether unconscionable conduct has occurred include the following: (a) relative bargaining power; (b) whether a party's conduct was reasonably

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
(b) whether as a result of the a party's conduct the other party was required to comply with conditions that were not reasonably necessary for the legitimate protection of the first party's interests; (c) whether the parties were able to understand any documents related to the lease; (d) the use of undue influence, pressure or unfair tactics; (e) the amount for which an identical or equivalent lease could have been obtained; (f) the consistency of the parties' conduct when compared to their conduct in similar transactions with third parties; (g) any applicable industry code; (h) the requirements of any other industry code if 1 of the parties acted on the reasonable belief that the other would comply with that code; (i) any failure to make disclosure especially about intended future conduct; (j) willingness to negotiate lease terms including rent;	unconscionable conduct has occurred include the following: (a) relative bargaining power; (b) whether a party's conduct was reasonably necessary for the legitimate protection of that party's interests; (c) whether the parties were able to understand any documents related to the lease; (d) the use of undue influence, pressure or unfair tactics; (e) the amount for which an identical or equivalent lease could have been obtained; (f) the consistency of the parties' conduct when compared to their conduct in similar transactions with third parties; (g) any applicable industry code; (h) the requirements of any other industry code if 1 of the parties acted on the reasonable belief that the other would comply with that code; (i) any failure to make disclosure especially about intended future conduct; (j) willingness to negotiate lease terms including rent; and	property owner or is prepared to pay a rent in excess of the market value rent, (cl.3(2) CPRT). A complaint must be made within 3 years from when the matter of complaint arose and within 6 months from the time when the matter of complaint came to the attention of the Director of Consumer Affairs and Fair Trading (s.26(1)(b) *Justices Act 1959* (Tas)).	under Part 4A of the Act Maximum penalty: $15,000 (ss.20L-20M RCLA). A prosecution for an offence against this Act must be commenced within 2 years after the date the offence is alleged to have been committed (s.79 RCLA).	necessary for the legitimate protection of that party's interests; (c) whether the parties were able to understand any documents related to the lease; (d) the use of undue influence, pressure or unfair tactics; (e) the amount for which an identical or equivalent lease could have been obtained for; (f) the consistency of the parties' conduct when compared to their conduct in similar transactions with third parties; (g) any applicable industry code; (h) the requirements of any other industry code if 1 of the parties acted on the reasonable belief that the other would comply with that code; (i) any unreasonable failure to make disclosure especially about intended future conduct; (j) willingness to negotiate lease terms; (k) the extent to which parties acted in good faith; (l) willingness to negotiate rent; (m) any unreasonable use of turnover information to	necessary for the legitimate protection of that party's interests; (c) whether the parties were able to understand any documents related to the lease; (d) the use of undue influence, pressure or unfair tactics; (e) the amount for which an identical or equivalent lease could have been obtained for; (f) the consistency of the parties' conduct when compared to their conduct in similar transactions with third parties; (g) any applicable industry code; (h) the requirements of any other industry code if 1 of the parties acted on the reasonable belief that the other would comply with that code; (i) any failure to make disclosure especially about intended future conduct; (j) willingness to negotiate lease terms including rent; and (k) the extent to which parties acted in good faith, (ss.62B(3) & (4) RLA). A former landlord or former tenant may make an unconscionable	of s.22 in relation to unconscionable conduct, a Court may consider any of the following matters: (a) relative bargaining power; (b) whether, because of conduct engaged in by a party to the lease or negotiations, the other party was required to comply with conditions that were reasonable necessary for the protection of legitimate interests of the party who engaged in the conduct; (c) whether the party to the lease or negotiations who do not prepare the lease or another document relating to the lease could understand the lease or other document; (d) whether undue influence or pressure was exerted on, or unfair tactics were used against, a party to the lease or negotiations (or an agent) by the other party to the lease or negotiations (or an agent) in relation to the lease or negotiations; (e) the circumstances under which the tenant could have acquired a lease on similar terms over	necessary for the legitimate protection of that party's interests; (c) whether the parties were able to understand any documents related to the lease; (d) the use of undue influence, pressure or unfair tactics; (e) the amount for which an identical or equivalent lease could have been obtained for; (f) the consistency of the parties' conduct when compared to their conduct in similar transactions with third parties; (g) any applicable industry code; (h) the requirements of any other industry code if 1 of the parties acted on the reasonable belief that the other would comply with that code; (i) any failure to make disclosure especially about intended future conduct; (j) willingness to negotiate lease terms including rent; and (k) the extent to which parties acted in good faith, (ss.79 & 80 BTA). The initiation of legal proceedings or a failure to renew will not, without more,

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(k) the extent to which parties acted in good faith; (l) the use of a tenant's turnover figures; and (m) reasonableness of fit out costs and preparedness to incur them, (ss.77(2) & s.78(2) RLA). The initiation of legal proceedings, a failure to renew or a failure to agree to an independent valuation of current market rent will not, without more, constitute unconscionable conduct (s.79 RLA). A claim for compensation must be lodged within 6 years of the alleged unconscionable conduct (s.80 RLA).	(k) the extent to which parties acted in good faith, (s.46B(1) RSLA). The initiation of legal proceedings, referral to arbitration or a failure to renew lease will not, without more, constitute unconscionable conduct, (s.46A(3) RSLA). A retail tenancy dispute cannot be referred to QCAT if the retail shop lease ended (whether by expiry, surrender or termination) > 12 months before the dispute notice was lodged (ss.63(b) & 64(2) RSLA). The parties would also need to consider the provisions of the *Limitation of Actions Act 1974* (Qld) or the *Competition and Consumer Act 2010* (Cth).			negotiate the rent; and (n) any incurring of unreasonable refurbishment or fit out costs, (ss.15C & 15D RSA). The initiation of legal proceedings, a failure to renew or enter into a new lease, or a person not agreeing to have an independent valuation of current market rent carried out will not without more, constitute unconscionable conduct (s.15E RSA) A claim for compensation by a landlord or tenant, or former landlord or tenant, under a retail shop lease who suffers loss, or is likely to suffer loss, must be lodged within 6 years of the alleged unconscionable conduct (s.15F RSA).	conduct claim (ss.62B(8) & 71A RLA). The initiation of legal proceedings or a failure to renew will not, without more, constitute unconscionable conduct (ss.62B(5) & (6) RLA). A claim for compensation must be lodged within 3 years of the alleged unconscionable conduct (s.71A(2) RLA).	similar premises from someone other than the landlord; (f) the extent to which the landlord's conduct towards the tenant was consistent with the landlord's conduct in similar lease transactions between the landlord and similar tenants; (g) the requirements of the LCRA; (h) the extent to which a party to the lease or negotiations (the failing party) unreasonable failed to disclosure to the other party (the uninformed party): (i) any intended conduct of the failing party that might affect the interests of the uninformed party; or (ii) any risk to the uninformed party arising from the failing party's intended conduct that the failing party should have foreseen would not be apparent to the uninformed party; and (i) the extent to which the landlord and the tenant acted honestly, (s.22(2) LCRA).	constitute unconscionable conduct (s.81 BTA).

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						The LCRA does not provide a time limit for lodging claims.	

Misleading and deceptive conduct

	Compensation for false or misleading statements may be payable by the landlord if the tenant: (a) entered into the lease (including a renewal or assignment) on the basis of a false or misleading statement or misrepresentation made by the landlord; or (b) the premises were not available to the tenant for trading on the date specified in the disclosure statement because of a default by the landlord, (s.43AA RSLA). If a landlord, a tenant, an assignor or assignee makes a false or misleading statement or representation in a disclosure statement, the disclosing person is liable to pay the affected person reasonable compensation for loss or damage suffered (s.43A RSLA).			A party to a retail shop lease must not in connection within the lease engage in conduct that is misleading or deceptive or that is likely to mislead or deceive another party to a lease (s.16C RSA). A party or former party who suffers or is likely to suffer loss or damage because of another party or former party's misleading and deceptive conduct may apply in writing to the Tribunal for an order that the other party pay compensation or for other appropriate relief (s.16D RSA)	A party to a retail shop lease must not in connection within the lease engage in conduct that is misleading or deceptive or that is likely to mislead or deceive another party to a lease (s.62D RLA). A party or former party who suffers or is likely to suffer loss or damage because of another party or former party's misleading and deceptive conduct may recover the amount of the loss or damage by logding a claim at the Tribunal (s.62E RLA).		

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Warranty of fitness for purpose

No provision.	No provision.	No provision.	A retail shop lease is deemed to include a warranty of fitness for purpose if the landlord had notice that the premises were required for a particular business, before entering into the lease. The warranty may be excluded if the notice of exclusion is given in writing, and is specifically drawn to the attention of the tenant at the time that the disclosure statement is served. It is a defence to prove the premises were structurally suitable for the purpose or that any change in the structural suitability of the premises is not attributable to the landlord (s.18 RCLA).	No provision.	No provision.	No provision.	No provision.

Relocation

A tenant cannot be required to relocate unless the landlord gives the tenant: (a) details of a genuine proposal for a refurbishment, redevelopment or extension to be carried out within a reasonably practicable time and which cannot be practicably carried out without vacant possession of the premises (s.55(2) RLA); and	For leases entered into before 3 April 2006: A landlord must not relocate the tenant's business without giving at least 3 months written notice of the relocation, stating the premises to which the tenant's business is to be relocated (s.46C RSLA). No compensation is available to periodic tenancies or tenancies at will (s.42 RSLA). A tenant is entitled 'reasonable	Property owner can only invoke a relocation clause in a lease after presenting to the tenant plans for the redevelopment or extension of the shopping centre which show a genuine proposal which cannot practicably be carried out without vacant possession of the premises (cl.35(1) CPRT). Clause 35(2) of the CPRT contains detailed provisions as to the matters to be provided	If a lease contains a relocation clause, the tenant cannot be relocated unless the landlord has: (a) provided the tenant with details of the proposed refurbishment, redevelopment or extension sufficient to indicate a genuine proposal that is to be carried out within a reasonably practicable time after relocation of the tenant's	A provision of a retail shop lease about the relocation of the tenant's business is void unless: (a) it is in the form prescribed; (b) it is in a form approved by the Tribunal; or (c) if 5 years of the term of the lease (including any period during the extension of the term under an option) have already expired, it contains provisions	If a retail shop lease contains a relocation clause, the lease will impliedly prevent the tenant being relocated unless the landlord has: (a) provided the tenant with details of the proposed refurbishment, redevelopment or extension sufficient to indicate a genuine proposal that cannot be carried out without the vacant	Under a shopping centre lease, a relocation clause must require the owner to give the tenant at least 3 months' notice. It must require that a relocation notice include an offer for alternative comparable premises, state the right of the tenant to terminate the lease within 1 month of a relocation notice being given, require a grant of a new lease and provide for reasonable compensation of payment and	If a retail shop lease contains a relocation clause, the lease will impliedly prevent the tenant being relocated unless the landlord has: (a) provided the tenant with details of the proposed refurbishment, redevelopment or extension sufficient to indicate a genuine proposal that cannot be carried out without the vacant

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(b) at least 3 months' notice, offering the tenant reasonably comparable alternative premises (s.55(3) RLA). A tenant is entitled to a lease of reasonably comparable alternative premises on the same terms and conditions as the existing lease except that (unless the parties agree otherwise): (a) the minimum term is the remainder of the term of the existing lease; and (b) the rent is to be the same as the existing rent adjusted to take into account the difference in the commercial values of the premises at the time of relocation, (s.55(4) RLA). Within 1 month of being given a relocation notice, a tenant may give notice terminating its lease with effect from 3 months after the relocation notice was given or such other time as the parties agree (s.55(5) RLA). If the tenant does not give a notice terminating its lease within the specified time, the tenant is taken to have accepted the alternative lease offered (s.55(6) RLA). A tenant is entitled to payment of its	compensation' as agreed between the parties or, failing agreement, as determined through the dispute resolution process. In deciding the amount of compensation, how much notice of the relocation was given is taken into account (s.44 RSLA). An agreement under the lease about compensation is void to the extent that it limits the amount of compensation payable (s.44 RSLA). For leases entered into from 3 April 2006: A lease that provides for the relocation of the tenant's business during the term is taken to include sections 46D to 46G RSLA (s.46C RSLA). If, under the lease, the landlord requires the tenant's business to be relocated, the landlord must give written notice containing: (a) details of the proposed refurbishment, redevelopment or extension to indicate a genuine proposal that: (i) is to be carried out within a reasonably practicable time after the tenant is relocated; and	for in a relocation clause. Among other things, a relocation clause must: (a) provide for the tenant to be compensated for any actual reduction in or loss of profit during the relocation; (b) require the property owner to give at least 6 months' notice of the relocation; (c) provide for the tenant to remain at the existing premises unless the tenant is satisfied that the new premises are equivalent or the tenant will be returned to the existing premises within a mutually agreed period; (d) include the right for the tenant to terminate the lease if the alternative premises or the terms and conditions for the lease of those premises are not acceptable to the tenant; (e) provide for the property owner to pay the tenant's reasonable costs of relocation, (cl.35(2) CPRT).	business and that cannot be carried out without the vacant possession of the shop; (b) given at least 3 months' written notice of relocation giving details of an alternative shop; (c) offered a lease of the alternative shop on the same terms, excluding rent, for the remainder of the term, (s.57 RCLA). The tenant may, by giving notice to the landlord within 1 month of receiving the relocation notice, terminate the existing lease (and not relocate). If so, the existing lease is terminated 3 months after the relocation notice, unless the parties agree otherwise. If the tenant does not give a notice of termination, the tenant is taken to have accepted the offer of relocation, unless the parties agree otherwise (ss.57(d) & (e) RCLA). The tenant is entitled to payment of the reasonable costs of relocation, including legal costs (s.57(f) RCLA).	to the following effect: (i) the tenant's business cannot be required to relocate unless the landlord has given the tenant at least 6 months written notice; (ii) the notice gives details of an alternative shop, and if the existing premises is in a retail shopping centre, the alternative shop is situated in that centre; (iii) the tenant is offered a new lease of the alternative shop: (A) on the same or better terms and conditions as the existing lease except that the term of the new lease is not shorter than the remainder of the existing term; and (B) the rent for the alternative shop is no more than the rent for	possession of the tenant's shop; (b) given at least 3 months written notice of relocation giving details of an alternative shop; and (c) offered a lease for the remaining term of the existing lease on the same terms, excluding rent, for the remainder of the term, (ss.34A(a)-(c) RLA). The rent for the alternative shop is to be the same as the rent for the existing retail shop, adjusted to take into account the difference in the commercial values of the existing retail shop and the alternative shop at the time of relocation (s.34A(c) RLA). The tenant may terminate the lease within 1 month of receiving the written relocation notice by giving notice of termination to the landlord in which case, the lease is terminated 3 months after the relocation notice unless the parties agree otherwise (s.34A(d) RLA). If the tenant does not give a notice of termination, the tenant is taken to have accepted the offer of relocation, unless the parties have agreed	reasonable relocation costs (s.136 LCRA). A relocation clause can only be invoked after the tenant is given the plan of the refurbishment or redevelopment or the extension of the shopping centre to be carried out within a reasonable time after relocation. A relocation clause cannot be invoked unless the refurbishment or other activity cannot practically be carried out without vacant possession of a tenant's premises (s.138 LCRA).	possession of the tenant's shop; (b) given at least 3 months written notice of relocation giving details of an alternative shop; (c) offered a lease for the remaining term of the existing lease on the same terms, excluding rent, for the remainder of the term. The rent for the alternative shop is to be the same as the rent for the existing retail shop, adjusted to take into account the difference in the commercial values of the existing retail shop and the alternative shop at the time of relocation (s.48 BTA). Tenant may terminate the lease within 1 month of receiving the written relocation notice by giving notice of termination to the landlord in which case, the lease is terminated 3 months after the relocation notice unless the parties agree otherwise (s.48 BTA). If the tenant does not give a notice of termination, the tenant is taken to have accepted the offer of relocation, unless the parties have agreed otherwise (s.48 BTA). The tenant is entitled to payment of the reasonable costs of relocating (s.48 BTA).

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'reasonable costs of the relocation' including relocating fit out and legal costs as agreed between the parties or, failing agreement, as determined by an independent quantity surveyor but the tenant may agree to a lesser amount (s.55(7) RLA).	(ii) cannot be carried out practicably without vacant possession; (b) details of the reasonably comparable alternative premises (which, if the premises are within a retail shopping centre, must be situated within the centre); and (c) the day by which the tenant must vacate, (s.46D RSLA). The tenant must be given at least 3 months' notice of relocation (s.46D(3) RSLA). Within 1 month of receiving the relocation notice, the tenant can terminate the lease: (a) on an agreed day; or (b) 3 months after the relocation notice is given, (s.46E(2) RSLA). If the tenant does not give a notice, the tenant is deemed to have accepted the landlord's offer to relocate and must lease the alternate premises, on terms and conditions: (a) as agreed; or (b) on the same terms and conditions as the existing lease, but:			the existing retail shop, adjusted to take into account any difference in commercial values; (iv) the landlord agrees to pay the tenant 's reasonable costs of the relocation; and (v) if the landlord does not offer the tenant an alternative lease the landlord is liable to pay the tenant compensation (s.14A(1) & (2) RSA). The landlord may apply to the Tribunal to approve a relocation provision in an alternative form (s.14A(3) RSA).	otherwise (s.34A(e) RLA). The tenant is entitled to payment of the reasonable costs of relocation including fit out and legal costs (s.34A(f) RLA). If the landlord and tenant do not agree as to what the actual amount of reasonable costs of the relocation are to be, the amount of the costs is to be determined by a quantity surveyor (s.34A(g) RLA).		

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	(i) the term of the new lease is to be the balance term of the existing lease; and (ii) the rent for the new shop is to be the same as the rent for the existing shop, adjusted to take into account the difference in the commercial values of the shops, (ss.46E(3) & s.46(F) RSLA). The tenant is entitled to the tenant's reasonable costs of relocating, including (but not limited to): (a) the costs of dismantling and reinstalling any fixtures and fittings and modifying or replacing any fixtures and fittings to the standard before the relocation; and (b) legal costs, (s.46G(1) RSLA). The Tenant is not prevented from accepting other arrangements when the details of the relocation are negotiated (s.46F RSLA). If the landlord and tenant cannot agree on the amount of compensation, the amount must be decided under the dispute resolution						

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	process (s.46G(2) RSLA). A landlord must also pay reasonable compensation for loss suffered by a tenant because the landlord causes the tenant to vacate the shop before the end of the lease because of the extension, refurbishment or demolition of the centre or building. (s.43(1)(f) RSLA). The tenant must give the landlord written notice of the loss or damage as soon as practicable after it is suffered (but a failure to do so does not affect the tenant's right to compensation but must be considered when deciding the amount of compensation) (s.43 RSLA). If the parties cannot agree on the amount of compensation, it is to be decided by way of the dispute resolution process (s.44(1) RSLA). A landlord is not liable to pay compensation under s.43(1)(f) RSLA to the extent the tenant is otherwise entitled to payment of relocation costs under s.46G RSLA or reasonable compensation under section 46K RSLA (s.43AD RSLA).						

Demolition

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A demolition clause is only effective if a landlord: (a) gives the tenant details of the proposed demolition sufficient to indicate a genuine proposal to demolish within a reasonably practicable time; and (b) gives the tenant at least 6 months' notice of the termination date, (s.56(2) RLA). 'Demolition' is defined as including any substantial repair, renovation or reconstruction of the building that cannot practicably be carried out without vacant possession of the premises (s.56(7) RLA). Having received a demolition notice, a tenant can terminate the lease at any time on 7 days' notice (s.56(3) RLA).	No provision for leases entered into before 3 April 2006. For leases entered into from 3 April 2006, see further below.	A demolition clause in a lease cannot be invoked unless the property owner produces to the tenant a firm proposal for the demolition which affects the premises (cl.24(1) CPRT). Six months written notice of termination is required (cl.24(2) CPRT). If the property owner gives notice of termination under a demolition clause, the tenant may terminate the lease by 1 months' notice at any time before the lease is terminated by the property owner's notice (cl.24(3) & (4) CPRT).	If a retail shop lease provides for termination on the grounds of proposed demolition, the lease includes the following implied terms: (a) the lease cannot be terminated unless and until the landlord has provided the tenant with details of the proposed demolition sufficient to indicate a genuine proposal to demolish within a reasonably practicable time after the lease is terminated; (b) at least 6 months' written notice of termination must be given to the tenant; and (c) if notice is given to the tenant, the tenant may terminate the lease by giving the landlord at least seven days written notice (at any time within 6 months of the landlord's notice), (s.39(1) RCLA). If the lease is for a term of 12 months or less, the period of 6 months is reduced by half (s.39(2) RCLA).	No provision.	If a retail shop lease contains a demolition clause, the lease will impliedly prevent the lease from being terminated unless the landlord has: (a) provided the tenant with details of the proposed demolition sufficient to indicate a genuine proposal for demolition within a reasonably practicable time after the lease is terminated; and (b) given at least 6 months written notice of demolition, (s.35(1) RLA). The lease cannot be terminated on that basis unless the proposed demolition cannot be carried out practicably without vacant possession of the shop (s.35(1)(a1) RLA). 'Demolition' includes repair, renovation and reconstruction (s.35(4) RLA). Having received a demolition notice, a tenant can terminate the lease at any time during the 6 month notice period on not < 7 days' notice (s.35(1)(c) RLA)	A lease that provides for termination of the lease because of the proposed demolition of the building containing the premises must include provisions to the effect of all of the following: (a) the lease cannot be terminated because of the proposed demolition unless the landlord has given the tenant sufficient details of the proposed demolition to indicate a genuine proposal to demolish the building within a reasonable time after the lease is to be terminated; (b) the lease cannot be terminated by the landlord because of the proposed demolition unless: (i) if the lease is for a term of up to 1 year – the landlord has given the tenant at least 3 months written notice of the landlord's intention to terminate; or (ii) in any other case – the landlord has given the tenant at least 6 months written notice of the landlord's	If a lease provides for termination on the grounds the proposed demolition, the lease includes the following implied terms: (a) the lease cannot be terminated unless and until the landlord has provided the tenant with details of the proposed demolition sufficient to indicate a genuine proposal to demolish within a reasonably practicable time after the lease is terminated; (b) at least 6 months' notice of termination must be given to the tenant; and (c) if notice is given to the tenant, the tenant may terminate the lease by giving the landlord at least seven days written notice (at any time within 6 months of the landlord's notice), (s.49 BTA). If the lease is for a term of 12 months or less, the period of 6 months is reduced to 3 months (s.49 BTA).

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						intention to terminate; and (c) the provisions listed below concerning compensation, (s.78 LCRA).	
A landlord must pay a tenant reasonable compensation for: (a) the tenant's fit out to the extent that it was not provided by the landlord (s.56(4)(b) RLA); and (b) if the demolition does not proceed because there was no genuine proposal, the damage suffered as a consequence of the early termination of the lease (s.56(4)(a) and (5) RLA). The amount of compensation payable is that agreed between the parties or failing private agreement, as agreed or determined under the dispute resolution provisions of the RLA (s.56(6) RLA).	A tenant is entitled to 'reasonable compensation' as agreed between the parties or, failing agreement, as determined through the dispute resolution process (ss.43 & 44 RSLA). An agreement under the lease about compensation is void to the extent that it limits the amount of compensation payable (s.44A RSLA). To be able to terminate, landlords must give a termination notice stating: (a) sufficient details to indicate a genuine proposal to demolish within a reasonably practicable time; and (b) the day the lease terminates, (s.46I(2) RSLA). The tenant must be given at least 6 months' notice of termination (s.46I(3) RSLA). Having received a termination notice, the tenant can terminate at any time on at least one month's notice (s.46J RSLA). The landlord must pay reasonable	The property owner may be required to pay compensation (cl.23(1)(k) CPRT). The right to compensation may be excluded.	If a lease is terminated on the ground of a proposed demolition which is not carried out within a reasonably practicable time after the lease is terminated, the tenant is entitled to reasonable compensation for damage suffered as a consequence of the early termination (unless the landlord establishes that it did have a genuine proposal to demolish at the time of giving notice) (s.39(3) RCLA).		A landlord is liable to pay a tenant: (a) compensation for the tenant's fit out to the extent that it was not provided by the landlord; and (b) reasonable compensation for damage suffered as a consequence of the demolition if the demolition does not proceed within a reasonably practicable time after termination, unless there was no genuine proposal, (s.35(3) and (3A) RLA).	If the lease is terminated because of the proposed demolition before the end of the term of the lease, the landlord must pay the tenant reasonable compensation for any loss of the tenant arising from the termination of the lease whether or not the landlord goes ahead with the demolition of the building. In working out reasonable compensation regard must be had to any concession given to the tenant (for example, reduced rent) because of the existence in the lease of the clause allowing for termination because of the proposed demolition (s.78 LCRA).	

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	compensation for loss or damage suffered by the tenant: (a) for the fitout of the shop not provided by the landlord, whether or not the demolition is carried out; and (b) the early termination of the lease, if the demolition is not carried out and there was no genuine proposal to demolish the building within a reasonably practicable time, (s.46K(1) RSLA). If the landlord and tenant cannot agree on the amount of reasonable compensation, it is decided under the dispute resolution process (s.46K(3) RSLA).						

Merchants' associations

A landlord must not prevent a tenant from joining a tenants' association, chamber of commerce or similar body (s.75(1) RLA). A landlord must not treat or propose to treat a tenant who: (a) forms or joins; or (b) proposes to form or join, a tenants' association, chamber of commerce or similar body less favourably than a	A provision of a lease is void to the extent that it has the effect of preventing or restricting a tenant from joining any chamber of commerce, retail trade association or other commercial association or forming or joining a tenant's association to promote a retail shopping centre or other purpose (s.49 RSLA).	A person must not take any action to discourage or prevent a tenant from forming or joining a tenants' association (cl.37 CPRT).	A retail shop lease cannot contain a provision having the effect of preventing or restricting a tenant from joining, forming or taking part in activities of a tenants' association (s.60(1) RCLA). A tenant may be accompanied and represented by another member of such an association except where such person is a tenant in the same	A tenant cannot be prevented, or restricted from forming, joining or taking part in any activities of a tenant's association, chamber of commerce or similar body (s.12D(1) RSA).	The tenant cannot be prevented from joining, forming or taking part in any activities of any tenants' association or other similar body (s.60 RLA).	A party to a lease, or a party to negotiations for a proposed lease, must not, in dealings with another party to the lease or negotiations, engage in conduct that is unconscionable or harsh and oppressive. A landlord is taken to have engaged in harsh and oppressive conduct if: (a) the landlord discriminates against a tenant because the tenant	Tenant cannot be prevented from joining, forming or taking part in any activities of any tenants' association or other similar body (s.133 BTA).

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tenant in similar circumstances who does not do or propose to do any of those things (s.75(2) RLA).			shopping centre (s.60(2) RCLA).			is a member of, or intends to become a member of, an association to represent or protect the interests of tenants, or intends to form such an association; or (b) the landlord's conduct has the effect of preventing a tenant from forming or joining, or compelling a tenant to form or join, an association to represent or protect the interests of tenants, (s.22(3) LCRA).	

Dispute resolution – For each jurisdiction, these provisions are lengthy and are not set out in detail in this summary.

The RLA applies to disputes between a landlord and tenant: (a) arising under or in relation to a retail premises lease to which RLA or the previous retail legislation applies; (b) arising under a provision of the previous retail legislation in relation to a lease covered by that legislation; or (c) arising under a lease not covered by the retail legislation but which provides for the occupation of retail premises in Victoria (s.81(1) RLA),	The RSLA applies to any dispute under or in relation to a retail shop lease, about the use or occupation of a leased shop under a retail shop lease whenever entered into (s.5 RSLA). A party to a dispute may lodge notice of dispute for mediation, except where the dispute relates to: (a) an issue currently the subject of arbitration, previously the subject of an award in an arbitration, or that is before or has been before a court; (b) amount of rent payable or amount of landlord's	A property owner and a tenant must attempt to resolve any dispute by direct negotiation. If this fails, either party may request the Office of Consumer Affairs to investigate the dispute and attempt to negotiate a mutually acceptable solution. If the dispute remains unresolved, either party may refer the dispute to the Retail Tenancies Code of Practice Monitoring Committee for conciliation. If the dispute remains unresolved, either party may refer the dispute to a court of competent jurisdiction (cl.39 CPRT).	Parties to a lease may refer a dispute to the Small Business Commissioner for mediation (s.64(1) RCLA). If a dispute is the subject of proceedings before a Court, the Court may refer the dispute to the Small Business Commissioner for mediation (s.65(1) RCLA). The Commissioner may intervene in proceedings before a Court concerning a dispute about a lease (s.67(1) RCLA). An order may be sought from the Magistrates Court(s.68 RCLA).	A party to retail shop lease may refer to the Tribunal any question between the parties which the party believes to be a question arising under the lease and the Tribunal shall: (a) determine whether or not the question referred to the Tribunal is a question arising under the lease; and (b) if it is such a question, hear and determine it, (s.16(1) RSA). A question arising under a retail shop lease includes: (a) whether or not a lease exists or has existed, including a	Parties to a retail shop lease may refer a retail tenancy dispute to the Registrar of Retail Tenancy Disputes for mediation (s.66(1) RLA). A retail tenancy dispute may not be subject of court proceedings unless the Registrar has certified that the parties failed to resolve the dispute (s.68 RLA). If mediation is unsuccessful, a claim may be lodged with the Tribunal (ss.71(1) & s.71A(1) RLA).	All disputes are to be resolved using Part 14 of the LCRA which sets out a process of preliminary hearings, mediation and court hearings in the Magistrates Court (Part 14 LCRA). If the Magistrates Court considers it likely that the parties may resolve the dispute, the court: (a) must promote settlement of the dispute; and (b) may adjourn the proceeding to a stated date, or for a stated period, to allow the parties to settle the dispute, (s.148 LCRA).	Parties to a retail shop lease or former parties to a former retail shop lease may apply to the Commissioner of Business Tenancies for determination of a retail tenancy claim. A party to an application for determination of a retail tenancy claim may appeal to the local court against a retail tenancy order (ss.86 & 119 BTA).

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but not disputes concerning valuations or relating solely to the payment of rent (s.81(2) RLA). A party to a lease may to refer a retail tenancy dispute to the Small Business Commission for mediation (s.86 RLA). Mediation is a precondition to bringing VCAT proceedings (except for injunctions or where the Small Business Commission certifies that mediation or another form of alternative dispute resolution has failed or is unlikely to resolve the dispute) (s.87 RLA). The parties must bear their own costs of VCAT proceedings unless VCAT determines that the proceeding is vexatious in a way that unnecessarily disadvantaged a party or a party refused to take part in mediation (s.92 RLA). VCAT may: (a) require a party to do or not to do anything (including to provide facilities, services, fixtures or fittings or to return fixtures or fittings); (b) require a party to pay money; (c) rectify a lease; (d) require surrender; or	outgoings under retail shop lease; (c) a lease for carrying on business of a service station if the *Competition and Consumer (Industry Codes – Oilcode) Regulation 2006* (Cth) applies (s.97(1) RSLA); or (d) if the amount, value or damages in dispute is more than the mandatory limit within the meaning of the *District Court of Queensland Act 1967* (Qld), however a mediator does have jurisdiction in relation to the procedure of calculating rent payable, basis and procedure of charging landlord's outgoings, and whether an outgoing has been reasonably incurred (s.97(3) RSLA). Disputes must be referred to QCAT by a mediator where the retail shop lease has not ended > 1 year before the dispute notice was lodged, and where they are within the jurisdiction of QCAT and: (a) parties do not reach a mediated solution; (b) 1 party does not attend mediation; or (c) the dispute is not settled within 4 months after lodgement of notice		A matter may be referred to the District Court if the claim exceeds $100,000 (s.69(1) RCLA).	question as to forfeiture; or (b) a question whether or not a lease is or was a retail shop lease; or (c) arising: (i) in relation to any communication, including a disclosure statement under s.6 of the RSA between the parties to the retail shop lease prior to their entry into the retail shop lease, which communication was material to the terms and conditions of the retail shop lease; or (ii) in relation to the retail shop lease under a provision of the RSA; (d) a matter that is in dispute between the landlord and the tenant under s.12 of the RSA in relation to: (i) operating expenses of the landlord; (ii) an allocation made of the proportion of those operating expenses; or (iii) a determination of the relevant proportion for the purposes of			

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
(e) exercise any other powers it holds under the *Victorian Civil and Administrative Tribunal Act 1998* (Vic), (s.91 RLA).	of dispute (s.63 RSLA). A party to a dispute may apply to QCAT where the retail shop lease has not ended > 1 year before the dispute notice was lodged, and where: (a) a party claims another party has not complied with a mediated agreement within the specified time, or within 2 months of signing where no time has been specified; (b) the mediator has refused to refer the dispute on the basis it is not within QCAT's jurisdiction; or (c) a court orders a dispute to be removed to QCAT or another tribunal, (s.64 RSLA). The jurisdiction of QCAT is the same as that for mediation, except that QCAT may not hear disputes: (a) where the amount in dispute is > the monetary limit within the meaning of the *District Court of Queensland Act 1967* (Qld); or (b) in relation to any retail shop lease for the business of a service station if the *Competition and Consumer (Industry Codes – Oilcode)*			s.12 of the RSA; or (e) any other matter in dispute between the landlord and the tenant in connection with the retail shop lease, (s.3(3) RSA).			

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
	Regulation 2006 (Cth) applies, (s.103 RSLA). QCAT may make an order: (a) for a party to the dispute to do or not do anything; (b) requiring a party to pay or not to pay an amount; (c) setting aside the mediation agreement; (d) that an outgoing was or was not reasonably incurred; (e) the amount of compensation is reasonable; (f) giving effect to a settlement agreed between the parties; (g) for provision of documents; (h) for payment because of unconscionable conduct; (i) an order to rectify the lease (with consent of the parties to the dispute); and (j) if in making a determination of current market rent, the valuer did not comply with s.29 RSLA, an order setting aside that determination and for a further determination to be made, (s.83 RSLA).						

Trading hours

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
If a lease requires a shopping centre tenant to trade during the core hours of the centre, the hours cannot be changed without the agreement of the majority of tenants in the shopping centre who hold a retail premises lease (s.66 RLA). Note: *The Shop Trading Reform Act 1996* (Vic) states that an obligation is void to the extent that it purports to require the shop to be open: (a) between the hours of 5pm (or 1pm for shops outside a metropolitan municipal district) and midnight on a Saturday; or (b) at any time on a Sunday or public holiday. Any disputes must be determined under the dispute resolution provisions of the RLA (s.7 *Shop Trading Reform Act 1996* (Vic)).	A provision in a lease that purports to impose on a tenant an obligation to trade outside of the core trading hours is void (s.53(1) RSLA). However, a provision in a lease that permits a tenant to trade outside of the core trading hours by written agreement between the parties is not void (s.53(2) RSLA). For an existing lease, the landlord must not require the tenant to extend the hours that the tenant was required to keep the premises open for trading before the commencement of the *Trading (Allowable Hours) Amendment Act 1994* (Qld) (s.53(4) RSLA). 'Core trading hours' means hours not outside the allowable trading hours under the *Trading (Allowable Hours) Act 1990* (Qld) that: (a) are stated in a resolution passed by the eligible tenants of the centre under s.52 RSLA as the hours retail shops in the centre may be required to open for trading; or (b) until a resolution is passed: (i) for existing leases, the tenants of the	The trading hours for a shopping centre are to be divided into core trading hours, centre trading hours and special trading hours. Core trading hours are the minimum times of trading during which all shops must be open and may be negotiated with individual tenants. Centre trading hours are hours during which all centre facilities are to be available and any shop may trade. Special trading hours are times outside centre trading hours and may be negotiated with individual tenants and are not compulsory. The property owner may set the trading hours for a new shopping centre. A property owner is not to change the centre trading hours without the approval of tenants. Clause 38(8) sets out the procedure for obtaining the tenants' approval to any change (cl.38 CPRT).	A lease in a shopping centre may only regulate trading hours if: (a) the shop is within an 'enclosed shopping complex'; (b) the lease does not reduce the trading hours (for which the shop is permitted to be open) to < 50 hours per week; and (c) the core trading hours (during which the shop must be open) do not exceed 54 hours a week, and have been approved by the centre's tenants in a secret ballot by a majority of at least 75% of the votes cast, (s.61 RCLA). An 'enclosed shopping complex' is a group of 3 or more retail shops with common ownership or management with a common area through which public access is obtained and which is locked to prevent public access through that area when the shops are closed (s.3 RCLA). A retail shop lease for a shop that is required to be open for business during core trading hours is void to the extent that it requires the tenant to pay, or pay a contribution towards, the costs of	A provision in a retail shop lease which requires a tenant to open at specified hours or specified times is void (s.12C(1) RSA). If: (a) a landlord has refused to renew a retail shop lease; and (b) the tenant under the retail shop lease believes that the refusal was because the tenant did not open at specified hours or times, the tenant may apply in writing to the Tribunal for an order that the landlord pay compensation to the tenant for pecuniary loss suffered by the tenant as a result of the failure to renew the retail shop lease (s.12C(2) RSA).	After the initial fixing of trading hours in a new shopping centre, a landlord is not entitled to change the core trading hours of the shopping centre except with the approval in writing of the tenants of a majority of retail shops in the shopping centre regardless of whether the leases for those shops are regulated by the RLA (s.61 RLA).	The landlord is not entitled to change the core trading hours of the shopping centre without the approval in writing of the majority of tenants who have premises in the retail area of the shopping centre (whether or not the premises are premises to which the LCRA otherwise applies). The initial fixing of core trading hours in a new shopping centre is not a change to core trading hours and is not affected by the LCRA (s.139 LCRA).	A retail shop lease is void to the extent that it requires the tenant to trade at a time when trading would be unlawful (s.62 BTA). After the initial fixing of trading hours in a new shopping centre, a landlord is not entitled to change the core trading hours of the shopping centre except with the approval in writing of the tenants of a majority of retail shops in the shopping centre regardless of whether the leases for those shops are regulated by the BTA (s.75 BTA).

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
	centre were required, immediately before the commencement of the *Trading (Allowable Hours) Act 1990* (Qld) to keep the retail shops open for trading; or (ii) for other leases, the greatest number of tenants of the centre are required by the landlord to keep the retail shops open for trading, (s.51 RSLA). A landlord is not liable to pay compensation merely because the landlord has prevented the tenant from extending, as permitted by the *Trading (Allowable Hours) Act 1990* (Qld), the hours during which the tenant keeps the premises open for trading (s.43AC RSLA).		operating the shopping complex outside core trading hours when the tenant's shop is not open for trading (s.61(3) RCLA). A provision in a retail shop lease, or in any determination as to core trading hours, is void to the extent that it requires the tenant to open the shop on any Sunday (s.61(6) RCLA).				

Security deposit

Security deposits must be paid into an interest bearing account held by the landlord on behalf of the tenant, and the landlord must account to the tenant for interest earned but the landlord is entitled to keep the interest and deal with it as if it were part of the security	No provision. Non-refundable bonds are deemed to be key money and are therefore unlawful (s.5 RSLA). However, a landlord is not prevented from getting a repayable bond from the tenant to secure the tenant's obligations	A security deposit must not be > 3 months' rent and must be held in an interest bearing account on trust for the tenant. A property owner must account to the tenant for interest earned on the deposit. Interest may be retained and treated as a part of the deposit. A	A landlord must not: (a) require more than 1 'security bond' for a lease; or (b) require the payment of a security bond in excess of 3 months' commencing rent (exclusive of GST), disregarding any	No provision.	Part 2A of the RLA establishes a Government scheme to administer security bonds. Security bonds must be deposited with the Secretary within 20 business days after the later of:	'Bond' means an amount paid or payable by a tenant as security for the performance of its obligations under the lease (dictionary LCRA). A bond must not be > 3 months' rent. The landlord may accept a guarantee and	A retail shop lease is taken to include the following: (a) money paid to the landlord as security for the tenant's obligations under the lease must be placed into an interest bearing

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
deposit (ss.24(1)(a) & (b) RLA). The landlord cannot unreasonably refuse to accept a bank guarantee as security (instead of a security deposit) (s.24(1)(c) RLA). If the tenant performs all of the tenant's obligations under the lease, the landlord must return the security deposit to the tenant within 30 days after the lease ends (s.24(1)(d) RLA).	under the lease (s.39(2) RSLA).	property owner may accept, and must not unreasonably refuse to accept, a bank guarantee instead of a security deposit (cl.30 CPRT).	rent concessions, such as rent free periods or reduced rent (Maximum penalty: $1,500). A security bond must be paid to the Small Business Commissioner within 28 days of receipt by a registered agent, or within 7 days in any other case (s.19 RCLA). *In practice, shopping centre landlords generally do not require a 'security bond' from a tenant given it must be paid to the Small Business Commissioner and is not kept by the landlord.*		(a) the date of receipt of the security bond; and (b) the date the lease becomes binding, (s.16C(2) RLA). If a landlord under a lease or proposed lease to which the RLA does ***not*** apply receives a deposit or security bond, and the RLA subsequently becomes applicable to the lease, then s.16D applies to the bond and the 'relevant day' is the day when the RLA becomes applicable to the lease (s.16C(5) RLA). Mechanisms are provided for the payment of security bonds on application by either or both parties to a lease. The amount available to be paid out is to include an amount equivalent to interest at a prescribed rate (s.16G to 16M RLA). 'Secretary' means the Secretary of the Department of Industry, Skills and Regional Development (NSW) (s.3 RLA). The security bond may be lodged with the Secretary using an online retail bond service (s.16WA RLA). A landlord who receives a bank guarantee (in respect of a lease entered into after 1 July 2017) must return the guarantee within two months after	indemnity instead of, or as well as, a bond. The landlord may not unreasonably refuse a bank guarantee instead of a bond (ss.39-41 LCRA). A bond must be held by the landlord in trust for the tenant in an account that attracts interest, and the landlord must account to the tenant for interest earned on the bond, but the landlord is entitled to keep the interest and deal with it as an amount paid by the tenant to the landlord as part of the bond (s.42 LCRA). A bond must be repaid in full or a separate guarantee returned to the tenant within 30 days after the end of the lease or the tenant vacating the premises (whichever is the later) except for any deductions for amounts owed to the landlord that are not contrary to the LCRA (ss.43, 44 & 45 LCRA). The landlord must not unreasonably refuse to accept a bank guarantee in satisfaction of a requirement to provide a bond (s.41 LCRA).	account by the landlord; and (b) the landlord must account to the tenant for interest earned on a security deposit but may retain it as part of the security deposit, (s.63 BTA). The landlord cannot unreasonably refuse to accept a bank guarantee as security (s.63 BTA).

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
					the tenant completes performance of the obligations for which the guarantee is provided as security (s.16BA RLA).		

Personal and bank guarantees

A landlord must not unreasonably refuse to accept a bank guarantee in place of a third party guarantee (s.24(1)(c) RLA).	No provision.	No provision.	A landlord who receives a bank guarantee issued by an ADI for a lease must return the original bank guarantee to the tenant within 2 months after the tenant completes performance of its obligations under the lease (Maximum penalty: $8,000). The landlord is not required to return the bank guarantee if it has expired or been cancelled. The 2 month period does not include any period during which the landlord's claim to the bank guarantee is the subject of court proceedings. If the landlord is unable to return the original bank guarantee (e.g. because it is lost), the landlord can discharge its obligations by providing its consent to release or cancel the bank guarantee. A landlord is liable to pay the tenant: (a) compensation for any loss or damage suffered by the tenant as a result of the landlord's failure to return the	No provision.	No provision.	No provision.	A landlord must not unreasonably refuse to accept a bank guarantee in place of a third party guarantee (s.63 BTA).

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
			bank guarantee within the prescribed time; and (b) its reasonable costs in connection with the cancellation of the bank guarantee because the landlord failed to return the bank guarantee on time, (s20AA RCLA).				

Statistical information

If a shopping centre tenant is required to contribute to the cost of collating statistical information, the landlord must, at the tenant's request, make that information available to the tenant (s.68 RLA).	No provision.	No provision.	If a shopping centre tenant is required to contribute to the cost of obtaining statistical information, the landlord must make that information available to the tenant (s.52 RCLA).		If a shopping centre tenant is required to contribute to the cost of collating statistical information, the landlord must, at the tenant's request, make that information available to the tenant (s.51 RLA).	No provision.	No provision.

Geographical restrictions

A provision that precludes a shopping centre tenant from trading elsewhere is void (s.74 RLA).	No provision.	No provision.	A provision that precludes a shopping centre tenant from trading elsewhere is void (s.59 RCLA). This does not prevent a lease from precluding the tenant from using the name of the shopping centre elsewhere.	No provision.	A provision that precludes a shopping centre tenant from trading elsewhere is void (s.59 RLA).	A provision of a lease that has the effect of preventing or restricting the tenant from carrying on business outside the shopping centre containing the tenant's premises during, or after the end of, the lease is void (s.141 LCRA).	No provision.

Indemnities

A provision in a retail premises lease is void to the extent that it purports to indemnify, or require the tenant to indemnify, the landlord	No provision. A lease must not contain a provision requiring a tenant to make any payment other than, if specified	A provision is void if it requires a tenant to indemnify a property owner against any action, liability, penalty, claim or demand to	No provision.	No provision.	No provision.	No provision.	No provision.

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
against any action, liability, penalty, claim or demand for or to which the landlord would otherwise be liable or subject (s.93(1) RLA). A provision in a retail premises lease is void to the extent that it purports to make the tenant liable for or subject to any action, liability, penalty, claim or demand in respect of any act, matter or thing done or omitted to be done by the landlord or any other person if the tenant would not otherwise be liable for or subject to that action, liability, penalty, claim or demand (s.93(2) RLA). The landlord must indemnify the tenant for any amount recoverable from the tenant by a public statutory authority for charges, rates or taxes payable under any Act for the retail premises except for excess water or charges, rates and taxes which the tenant is liable for under the lease (ss.93(3) & (4) RLA).	in the lease, an indemnity given by the tenant to the landlord for loss or damage suffered by the landlord as a result of the actions or omissions of the tenant (s.24(1)(b)(iii) RSLA).	which the property owner would otherwise be liable (cl.31(1) CPRT).					

GST provisions

No provision.	For the purposes of calculating turnover rent, the turnover of a business carried on in the premises does not include GST amounts (s.9(2)(g) RSLA).	No provision.	No provision.	No provision.	A retail shop lease may include GST in the definition of 'outgoings' (s.3A(1)(b) RLA). Turnover rent does not include GST (s.20 RLA).	Nothing in the LCRA prohibits the recovery of GST by one party from the other (s.21 LCRA).	No provision.

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
	Nothing in the RSLA prevents a landlord from requiring a tenant to pay an amount that is directly or indirectly attributable to GST payable for a supply made by the landlord to the tenant under the lease (s.24A(1) RSLA). If a lease provides that the GST amount is to be paid by the tenant as an outgoings item, the GST amount is a 'specific outgoing' (rather than an apportionable outgoing) (s.24A(2) RSLA). An adjustment of the rent merely to enable the landlord to recover GST from the tenant is not a rent review (s.27(9) RSLA). A valuer's determination of current market rent must state: (a) whether the current market rent includes GST; and (b) if the rent does include GST, the GST amount, (s.31(2) RSLA).						

Casual mall licences

No provision.	No provision.	No provision.	A landlord cannot grant a casual mall licence in a retail shopping centre unless the landlord complies with the Casual Mall Licensing Code (see s.62A RCLA and Schedule). A casual mall licence is an agreement under	No provision.	No provision.	No provision.	No provision.

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
			which the landlord grants a right to occupy part of a mall area: (a) for the purpose of the sale of goods or the supply of services to the public; and (b) for a term not exceeding 180 days, (Schedule RCLA). The Code requires that a landlord: (a) prepare a casual mall licence policy; (b) give existing tenants a copy of the policy and the Code, and the contact details of a person who will deal with complaints about licences; (c) give new tenants the same information (at the time of service of the disclosure statement); (d) ensure a licence does not interfere with the sightlines to a tenant's shopfront; (e) not grant a licence that results in the unreasonable introduction of an external competitor to an adjacent tenant; (f) subject to certain exceptions, not grant a licence that results in the unreasonable introduction of an internal competitor				

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
			to an adjacent tenant; (g) reduce the amount of the non-specific outgoings recovered from the centre's tenants generally, by a specified formula which reflects the size and duration of licenses granted during a year; and (h) not amend the casual mall licence policy, unless existing tenants are notified and copies of the amended policy are made available, (Schedule RCLA). A casual mall licence policy must include: (a) a floor plan showing the centre court and mall areas; (b) the number of sales periods in each accounting period; and (c) a statement of whether the landlord reserves the right to grant licences in respect of special events other than in accordance with the Code, (Schedule RCLA). The expressions 'adjacent tenant', 'centre court', 'external competitor', 'internal competitor', 'mall area', 'sales period' and 'special event' (and other expressions) are				

VIC	QLD	TAS	SA	WA	NSW	ACT	NT
			all defined terms (s.62A RCLA and Schedule).				

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